

## TERMS OF USE PIS – NEONOMICS AS

*Neonomics is a Norway-based Payment Initiation Service Provider offering Payment Initiation Services. Payment Initiation Services will enable you, the user to pay with funds that is withdrawn directly from your online bank accounts, as further set out and regulated in EU's Revised Payment Services Directive ("PSD2") (Directive (EU) 2015/2366) and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' Service, you enter into an agreement with Neonomics as your designated Payment Initiation Service Provider for each and any transfer of funds from your Payment Accounts, for which the following 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 Partner.*

### **1. General**

- 1.1 These general terms and conditions (the "Terms") apply when Neonomics AS, company no. 919 041 021, e-mail: [privacy@neonomics.io](mailto:privacy@neonomics.io), ("Neonomics", sometimes also referred to as "we", "us", or "our") provides its Payment Initiation service that you ("User" or "you") access via the web or the app of *Neonomics partner*, (referred to as "Partner")
- 1.2 To use the Payment Initiation Service, you must be at least 18 years of age and/or otherwise be authorized to enter into contracts. By agreeing to these Terms of Use you represent that this is the case.
- 1.3 By activating and using the Payment Initiation Service, you agree to and accept these Terms.

### **2. Main terms of use of Neonomics' Payment Initiation Service**

- 2.1 When you provide your consent to initiate and use Neonomics' Payment Initiation Service, you instruct us to carry out payment initiation services on your behalf from your personal online bank account(s).
- 2.2 Neonomics' Payment Initiation Service as described in these Terms, will only be available to the specific users of Neonomics' Partner's app/webpage, for the purpose of initiating payment directly from your bank account
- 2.3 Neonomics provides the Service free of charge for you. Traffic charges imposed by your mobile phone operator or internet provider may apply.
- 2.4 By using the Payment Initiation Service, you authorize Neonomics to access your online bank account(s), acting on instructions from you as a user. Thereof by providing consent(s) and information as will be necessary according to applicable law (as amended from time to time), to allow Neonomics to provide the Payment Initiation Service to you.
- 2.5 Such consents, instructions and information may include personal data, which is processed in accordance with the [Neonomics Data Privacy Policy](#).
- 2.6 You are responsible for ensuring that you, in any relevant aspect, are authorized to use the Payment Initiation Service. You are also responsible for all use of the Payment Initiation Service and for ensuring that any of your login details used for access to the Payment Initiation Service are kept safe from unauthorized access.
- 2.7 For Neonomics' Partner's provision of their services to you, please note that Neonomics' Partner terms and conditions will apply. Neonomics will not under any circumstance bear any responsibility or liability for the availability, correctness, legality, or due execution of Neonomics'

Partner's services rendered to you according to the agreement between yourself and Neonomics Partner.

### **3. Use of Neonomics' PIS Service**

3.1 Neonomics' Payment Initiation Service is provided to you for your personal use only and may not be misused.

3.2 You are responsible for and guarantee that:

- (i) All consents and information you provide to Neonomics as part of gaining access to or making use of the Payment Initiation Service is given by yourself, and voluntarily,
- (ii) You are acting on behalf of yourself, and you do in any aspect hold all necessary legal, consensual and rightful authority to request Neonomics to provide the Payment Initiation Service to you,
- (iii) Any instruction you give Neonomics to provide the Payment Initiation Service on your behalf is correct and desired by you. It is your responsibility to ensure that the Payment Initiation Service you request fulfils the above. Once you have given your consent and this is effectuated, the Account Information Service is irreversible, and hence you risk suffering a financial loss in case of errors being made by you, for which Neonomics shall bear no responsibility of any nature,
- (iv) No instructions to Neonomics to provide Payment initiation Services to you, according to the agreement between Neonomics and yourself, will be a part of your engagement in any fraudulent or unlawful activity of any kind or form, whether it is a violation of any legal provision under relevant criminal or civil law,
- (v) That no action or omission on your part may violate anyone else's rights and is not otherwise in breach of applicable law or others' rights.

### **4. Liability for breach of these Terms**

4.1 Neonomics has 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 Payment Initiation Service in a manner that may cause damage to Neonomics or any third party.

4.2 Neonomics aims to deliver the Payment Initiation Service on a 24/7 basis. However, Neonomics will not be liable for any losses caused by circumstances beyond Neonomics' control, including but not limited to bank or intra-bank payment system downtime, errors or other forms of downtime in bank or telecommunication systems, etc. Neonomics cannot, in such circumstances, be held accountable for the Payment Initiation Service being unavailable or for any information or functionality not working as expected.

4.3 Neonomics shall not be liable for any financial or other decisions made by you based on the use of the Service, or the correctness of information provided by you in relevant instructions.

4.4 Neither we nor you are responsible for any other circumstances outside of our respective control. Neither party is responsible for delay or loss which is due to circumstances that the party has no control of, and which significantly obstructs the fulfilment of the obligation in question or which results in the fulfilment of the obligation not being financially justifiable.

## **5. Liability for fraud, incorrect payment instructions or delay in payment**

- 5.1 Neonomics is providing the Payment Initiation Service to you within the framework of invariable law, including but not limited to Directive (EU) 2015/2366 as further implemented into applicable national law.
- 5.2 In the event that your instruction to Neonomics to provide Payment Initiation Services to you is in conflict with these Terms, including but not limited to Clause 3.1 or 3.2 above, Neonomics shall have no liability or responsibility unless provided for in invariable law.
- 5.3 If it is alleged that a Payment Initiation Service has been carried out incorrectly or without due authorization, it is Neonomics' responsibility to demonstrate that the Payment Initiation Service in question was duly authorized, correctly registered and not affected by any technical error or in any other respect erroneous. It is, however, the responsibility of your bank to redeem any lost funds.

## **6. Amendment of these Terms**

- 6.1 Neonomics reserves the right to change or amend the Payment Initiation Service and/or these Terms at any time. Neonomics will take into account your interests affected by the intended changes and will only make changes that we consider to be reasonable. If we make any changes, you will be informed in advance via Neonomics' or our Partner's websites, or in any other form or manner that Neonomics views as acceptable, taking into consideration relevant legislation.

## **7. Termination of the Payment Initiation Service**

- 7.1 Neonomics is allowed, at any time, to cease providing the Payment Initiation Services, provided that pending services are concluded.
- 7.2 You may stop using the Account Information Service at any time.
- 7.3 The Service is provided instantly upon your consent and use thereof and is terminated automatically as soon as the relevant Payment Initiation Service has been duly executed. If you would like to use the Payment Initiation Service again, a new Payment Initiation Service will be initiated upon your request of Neonomics providing the Service.
- 7.4 Upon termination of each Payment Initiation Service, Neonomics will delete all login details and all other information that is related to you. This includes, but is not limited to, information which constitutes personal information under applicable law. This excludes, however, information that Neonomics is required by law to store and archive, or information needed to protect Neonomics' legal interests, for instance in the event of an ongoing legal proceeding.

## **8. Complaints**

8.1 In the event that you should wish to raise any complaint in respect of the Payment Initiation Services, please tell us using the contact details set out below, so that Neonomics can investigate the circumstances for you:

Neonomics AS  
Torggata 15, 0181 Oslo, Norway  
E-mail: [dpo@neonomics.io](mailto:dpo@neonomics.io)

Please indicate that the inquiry is a complaint by writing "Complaint" in the subject field.

## **9. Final provisions**

- 9.1 These Terms are governed by Norwegian law, and disputes shall be referred to and settled by Norwegian courts.
- 9.2 Neonomics has the right to transfer its rights and obligations under these Terms, and Neonomics has the right to engage subcontractors for the fulfilment of its obligations.
- 9.3 Neonomics holds all relevant licenses to provide the Payment Initiation Service. The Norwegian Financial Supervisory Authority ("Finanstilsynet") is our home state supervisory body. Required licenses has subsequently been duly registered and issued in all relevant jurisdictions to enable Neonomics to provide the Payment Initiation Service.