

Terms of service

1 Purpose and scope

The Neonomics platform (“the Service”) provides a platform for interconnectivity between financial institutions, as well as between financial institutions and third party services pursuant to Directive 2015/2366 on payment services in the internal market (“PSD2”). The Service is developed and provided by Neonomics AS (“Neonomics”), a company registered in Norway under no. 919 041 021 in the Norwegian company register.

The Service provides a software as a service (“SaaS”) platform to enable account information service (“AIS”) and payment initiation service (“PIS”) calls between banks, financial institutions and third parties (“Customers”) through the NEONOMICS universal application programming interface (“API”) for Customers who have purchased access to the Service from Neonomics. Upon purchase, Customer is granted a limited, non-exclusive and non-transferrable right to use the Service as set out in these Terms of Service (“ToS”). These NEONOMICS ToS apply to the use of the Service provided by Neonomics. All use of the Service by Customer and/or their employees, is subject to the Neonomics ToS as described herein.

2 Agreement

Customer has purchased integration with, and access to the Service from NEONOMICS. The SaaS provision of the Service, including the fixed and variable consideration for the Service, service level and more is regulated by the main agreement entered into between Customer and NEONOMICS (“the Agreement”). These NEONOMICS ToS regulate the rights and obligations of Customer when using the Service.

Unless otherwise explicitly agreed in writing by the parties, the main agreement between Customer and NEONOMICS with appendixes to the main agreement concerning the provision of the Service, along with these NEONOMICS ToS and the NEONOMICS Privacy Policy (published on the Neonomics platform) constitute the entire agreement between Customer and NEONOMICS regarding the Service.

3 Acceptance of terms

By using the Service, Customer is accepting the NEONOMICS ToS, including any restrictions in Customer’s rights of disposal and limitations of liability described herein, and the right of NEONOMICS to amend any part of these terms, at any time. If Customer disagrees with any of the terms as set out herein, use of the Service is not permitted.

Acceptance of the ToS includes the acceptance of the NEONOMICS Privacy Policy (published on the Neonomics platform).

4 Service provided as-is

The Service is, in whole, provided to Customer on an as-is basis or as-available basis. NEONOMICS makes no representation of warranties of any kind for the availability and/or user experience with regard to the Service beyond those that may have been provided in the Agreement between Customer and NEONOMICS.

The Service is provided to Customer as a standardized service without any customizations or Customer-specific integrations beyond those strictly necessary to enable Customer to access the Service. Any such necessary customizations are described, in whole, in the Agreement.

NEONOMICS is entitled to make modifications, changes or other alterations to the standardized software that constitutes the Service, and/or its features. The Service is provided to Customer over the internet. The Customer is responsible for ensuring it has the necessary equipment, bandwidth and other infrastructure to enable Customer to access and make use of the Service.

NEONOMICS is not responsible for any unavailability or downtime of the Service caused by Customer's third party vendors. This includes, but is not limited to, Customer's providers of internet connectivity, software and equipment.

5 Third party terms and conditions

NEONOMICS may rely on third party vendors to provide the Service, or parts thereof, to Customer. Customer is made aware of, and presented with the terms of such third parties in connection with the Agreement concerning the purchase of access to the Service entered into by the parties. Customer acknowledges that such third party terms and conditions, including any restrictions, obligations or limitations of liability contained therein, are binding on the Customer. NEONOMICS is not liable to the Customer for any errors in such third-party deliverables including those impacting the fulfilment of the agreed quality and service level requirements applying to the Service.

6 External legal requirements

The Service provides a PSD2 compliant platform for interconnectivity between financial institutions, as well as between financial institutions and third party services. As such, it is a tool employed by Customer for making and receiving API-calls to and from third parties as part of Customer's business operations.

Customer's business operations are subject to regulations pursuant to national, international and European law. It is Customer's responsibility to ensure that any legal obligations that Neonomics has towards the end user are applied according to Neonomics' instructions, including but not limited to; Know Your Customer ("KYC"), Anti Money Laundering ("AML"), Anti Terrorism Financing ("ATF") and other regulations applying to Customer's use of the Service are complied with. It is also the Customer's responsibility to present their user flow and communication to Neonomics. Neonomics has the right to audit the user flow and communication at any time, and require changes to the flow and communication.

Customer's use of the Service additionally involves the transmission and other processing of personal data. Customer determines the purpose of, and is thus to be considered the Controller in relation to, this processing of personal data, while NEONOMICS is acting as a Processor on Customer's behalf. NEONOMICS's processing of personal data on behalf of Customer is subject to a data processor agreement entered into as part of the Agreement between Customer and NEONOMICS. This processing of personal data involves additional legal obligations for Customer pursuant to the General Data Protection Regulation, regulation 2016/679 ("GDPR") and other regulations implemented in national, international and European law. Ensuring that the obligations imposed on the Controller pursuant to the at all times applicable privacy regulations – hereunder including, but not limited to, the responsibility to only process personal data where there is a sufficient legal basis, complying with the rights of the data subjects, and ensuring a level of information security adequate to the processing – is the sole responsibility of Customer in relation to the use of the Service.

Customer's compliance with its legal obligations as described herein involves, but is not limited to, establishing internal policies and routines for complying with the relevant legal obligations, as well as internal control routines for ensuring these policies and routines are complied with.

For its part, NEONOMICS undertakes to ensure that the Service complies with the regulatory requirements for suppliers of information technology in relation to AIS, PIS and financial institutions concerning interconnectivity and information security, insofar as they apply to NEONOMICS. As a Processor of personal data, NEONOMICS undertakes to only process such data on behalf of Customer in accordance with the Agreement – including the data processor agreement – and the NEONOMICS Privacy Policy.

For the avoidance of doubt, NEONOMICS is under no circumstances responsible for Customer using the Service in a manner that is non-compliant with sector specific or personal data regulations.

7 Privacy Policy

NEONOMICS acts as a personal data Processor on behalf of Customer in relation to the provision of the Service. NEONOMICS will only process the personal data that is submitted to the Service by Customer, and only regarding the data subjects chosen by Customer.

Pursuant to the applicable personal data regulations, Customer and NEONOMICS have entered into a data processor agreement in relation to the Agreement, which regulates NEONOMICS's processing of personal data on behalf of Customer and is legally binding on NEONOMICS.

However, in order to provide the Service to the Customer, it is necessary for NEONOMICS to process the personal data on Customer's employees, contractors or other authorized third parties using the Service on Customer's behalf, for its own administrative purposes as a personal data Controller. Such processing will only be carried out in accordance with the NEONOMICS Privacy Policy, available here ([LINK TO PP](#)). Customer is responsible for ensuring it has the necessary legal basis to disclose said personal data to NEONOMICS.

8 Intellectual property rights

By purchasing access to the Service from NEONOMICS, Customer is granted access to, and the permission to interact with, and use the Service and the various elements that constitute the NEONOMICS Platform. However, this right only encompasses the right of disposal to use the Service as intended, and the purchase of access to the Service does not involve any transferal of intellectual property rights of any kind from NEONOMICS or its licensors to Customer.

“Neonomics”, including the NEONOMICS logo are registered as trademarks with the Norwegian Patent Office by NEONOMICS’s parent company Fintech Innovation AS. The NEONOMICS name, logo or combined presentation of said elements are the exclusive property of NEONOMICS and/or its licensors, and may not be copied, presented or otherwise used by Customer or any party acting on Customer’s behalf in any way, shape or form without the express written pre-approval of NEONOMICS. The graphical user interface (“GUI”) by which the Customer interacts with the Service is designed and developed by NEONOMICS and thus protected as the exclusive property of NEONOMICS under Norwegian and international copyright law. Any use of the elements that make up the NEONOMICS GUI by Customer for its own purposes, derivative or otherwise, is a direct violation of the NEONOMICS ToS and may violate NEONOMICS’s copyright in said elements. This also extends to any registered or unregistered designs, layouts, graphical, textual and associated elements implemented in or created for the Service by NEONOMICS.

The NEONOMICS software constituting the Service is developed by NEONOMICS and protected by copyright as the property of NEONOMICS and/or its licensors. This includes the source code, binary code, structure, sequence and operation of the Service, its documentation, as well as associated materials created by NEONOMICS in the development process. Any attempts by Customer at building a competitive product by using the access to the Service granted to Customer, or similarly create and develop similar or derivative products by reverse engineering or otherwise using the information gained through Customer’s access, is a violation of these ToS and an infringement of NEONOMICS’s copyright.

Even when not stated explicitly, the rights of NEONOMICS and obligations of Customer to NEONOMICS set out herein concerning intellectual property rights, shall have the same meaning in relation to NEONOMICS’s licensors where applicable.

9 Confidentiality

Confidential information of which the Customer becomes aware in connection with its use of the Service must be kept confidential, and may not be disclosed to any third party without the consent of NEONOMICS. This obligation applies to Customer, its employees, consultants, sub-contractors and any third party acting on Customer’s behalf.

Notwithstanding the above, Customer’s obligation to obtain the pre-approval of NEONOMICS for the disclosure of confidential information does not apply where Customer is legally obligated to provide said information to a competent authority, and where the statutory basis for such disclosures prohibits Customer from informing and obtaining such preapproval from NEONOMICS.

10 Liability

NEONOMICS is only responsible for providing the Service to Customer pursuant to the Agreement, and is not liable for any use of the Service by Customer.

Any third party claims, damages, administrative or criminal fines and/or penalties arising from Customer's use of the Service in violation of the ToS or Customer's external legal obligations applying to Customer's use of the Service is the sole responsibility of the Customer.

In no event is NEONOMICS liable for any such claims or damages, consequential or otherwise, arising from Customer's use of the Service. Customer agrees to indemnify and hold NEONOMICS harmless from and against any cost related to such liability, including NEONOMICS's associated legal costs, incurred by NEONOMICS as a result.

Although NEONOMICS makes every effort to ensure an adequate level of information security for the Service, the open nature of the internet involves the possibility that unauthorized third parties may attempt to intercept or disrupt the provision of the Service, including the transmission of Customer's data.

Acknowledging this, Customer agrees to not hold NEONOMICS liable for any loss of data, availability or functionality of the Service, or disclosure of Customer's data due to such external actors.

Customer is liable for any consequential damages, direct or indirect loss, incurred by NEONOMICS as a result of Customer's breach of NEONOMICS's intellectual property rights.

11 Suspension and termination

If the Customer's uses the Service is in any way that violates the NEONOMICS ToS, NEONOMICS is entitled to disable or suspend Customer's access to the Service, or otherwise make the Service unavailable to Customer, for as long as NEONOMICS finds necessary. The same applies in cases of violations of the NEONOMICS ToS by any party acting on behalf of Customer.

Customer acknowledges that any violation of the NEONOMICS ToS may be considered a material breach of the Agreement between the parties, and entitle NEONOMICS to terminate said Agreement with immediate effect.

12 Changes to the NEONOMICS ToS

NEONOMICS reserves the right to change, substitute or modify the NEONOMICS ToS at any time, if NEONOMICS considers it necessary. NEONOMICS may consider revising the NEONOMICS ToS necessary in relation to changes to the Service, new features and modifications, inclusion of third party elements, change of control over NEONOMICS itself, its parent or subsidiary companies, changes to the external legal requirements applicable to NEONOMICS or the Service, or at other times NEONOMICS deems any revision necessary.

Revisions to the ToS become effective the date they are posted by NEONOMICS in the Service and/or NEONOMICS's home page. By not objecting to any such revisions, Customer is deemed to have accepted the revised contents of the

NEONOMICS ToS in whole. It is Customer's responsibility to check the Service for changes to these ToS.

13 Jurisdiction and governing law

NEONOMICS is only responsible for providing the Service to Customer pursuant to the Agreement, and is not liable for any use of the Service by Customer. The rights and obligations of Customer and NEONOMICS pursuant to these ToS shall, in their entirety, be governed by Norwegian law. Any dispute between the parties concerning the interpretation or legal effects of these ToS shall, unless settled through negotiations as prescribed by the Agreement, be resolved with final effect before the Norwegian courts of law.

14 Questions

For any questions, feedback or need for clarification from NEONOMICS concerning the contents of these ToS or Customer's use of the Service, Customer may contact NEONOMICS by email at admin@neonomics.io.