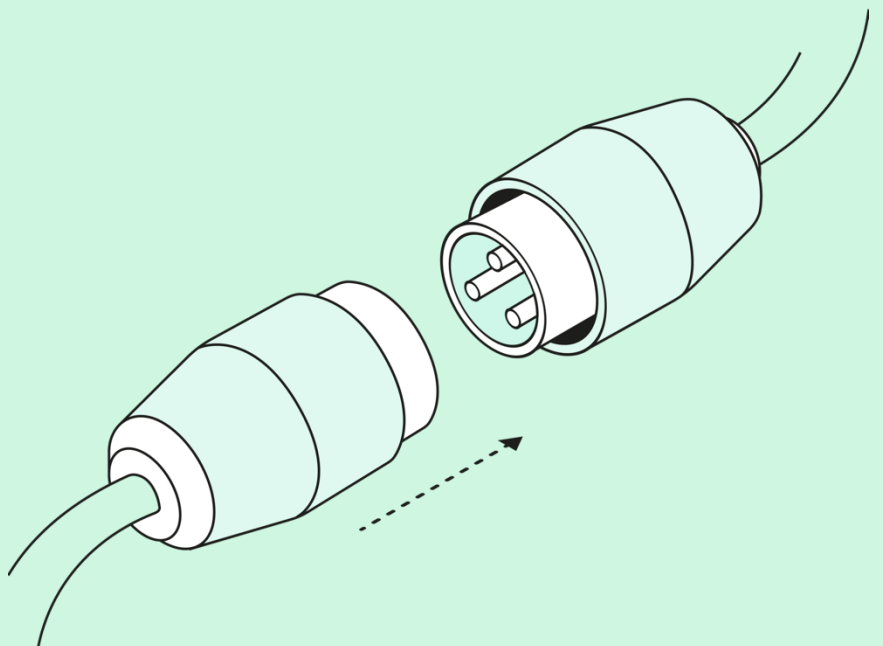


Qonto

Account Aggregation Service

Special Conditions

Version as of: May 23, 2024



These Special Conditions are entered into between:

The Customer, (i) a legal entity or (ii) an individual acting for its own account for professional purposes, registered or residing in a Member State of the European Union, holder of a payment account opened in the books of the Institution, hereinafter referred to as the “**Customer**”,

AND

OLINDA, trade name Qonto, a simplified joint stock company, registered with the Paris RCS under number 819 489 626 and whose registered office is located at 18 rue de Navarin, 75009 PARIS, approved by the Prudential Control and Resolution Authority, located at 4, place de Budapest – CS 92459, 75436 PARIS CEDEX 09 as a Payment Institution under number 16958, hereinafter referred to as the “**Institution**”.

Préambule

In addition to the services described in the [Payment Services Framework Agreement](#), the Institution offers its Customers an account aggregation solution (hereinafter referred to as the “Service”), available on the Site or Application of the Institution.

The use of the Service requires the Customer's prior acceptance, from the Site or Application, of these terms of use (hereinafter referred to as the “Special Conditions”) which supplement the stipulations of the Payment Services Framework Agreement to which the Customer has previously adhered.

Terms used with a capital letter have the meaning given to them in the Payment Services Framework Agreement.

In the event of any contradiction between the provisions of the Payment Services Framework Agreement and those of the Special Conditions, the latter shall prevail.

1. Service Description

The Service consists of providing consolidated information concerning, notably, one or more deposit or payment accounts, savings products, financial instrument accounts (hereinafter referred to as the "External Account(s)") held by the Customer with one or more eligible authorized establishments listed by the Institution (hereinafter referred to as the "Third Party Institution(s)").

The Service allows the Customer to obtain a comprehensive view of the information related to the balances and transactions of their External Accounts directly on the Site or Application.

The list of available Third Party Institutions is at the discretion of the Institution and is subject to regular updates.

2. Service Operation

To use the Service, the Customer must:

- Access the dedicated section on the Site or Application;
- Select the desired and listed Third Party Institution(s);
- Accept the Special Conditions by clicking on the associated checkbox;
- Provide authentication details specific to each Third Party Institution concerned; and
- Select the External Account(s) concerned.

The above steps will need to be repeated for each addition of an External Account.

3. Customer Obligations

The Customer agrees to:

- Not use the Service for illegal or fraudulent purposes;
- Not interfere with the operation of the Service;
- Ensure the accuracy of the information provided when using the Service.

Furthermore, the Customer acknowledges that they consent to the use by the Institution of their banking and financial data held within the selected Third Party Institutions in order to provide the Service after having been informed of the purposes pursued by the use of their banking data.

The Customer is responsible for the security of their identifiers and must immediately inform the Institution of any unauthorized use.

4. Service Availability

The Institution strives to make the Service available 24 hours a day, 7 days a week, subject to planned or emergency maintenance periods. However, the Institution does not guarantee uninterrupted or error-free availability of the Service.

The Institution may suspend the Service, particularly in the following cases:

- For maintenance and security reasons;
- In case of risk of abusive or illegal use of the Service;
- To perform an update of the Service.

5. Pricing

The Institution provides the Service at no additional cost to the Customer. The Pricing Terms associated with the use of the Service are specified in the Institution's [pricing grid](#).

6. Liability

The Institution cannot be held responsible for damages resulting from the use of the Service, including but not limited to errors in the transmission of information, unauthorized access, updating or modification of data from the External Accounts.

The Institution's liability cannot be engaged to compensate for indirect damages suffered or damages resulting from a force majeure event (as defined by French courts).

The banking and financial data collected by the Institution for the proper execution of the Service are those transmitted by the Third Party Institutions holding the selected External Accounts. The Institution, not being their author but merely a receptacle, does not guarantee their reliability, completeness, and exhaustiveness.

7. Duration and Termination

The Special Conditions are effective for an indefinite period.

The Customer may deactivate the Service at any time. In particular, if the Customer deletes all the External Accounts, the Service will no longer operate. The cessation of the Service will result in the termination of the Special Conditions. The Customer will always have the option to access the Service again by repeating the steps described in Article 2.

The Institution may terminate the Special Conditions at any time in case of non-compliance by the Customer with their obligations and commitments set out in these Special Conditions and/or the Payment Services Framework Agreement.

The Institution may cease to provide the Service, at its own discretion, provided that it warns the Customer by any means at least 30 days before the termination date.

8. Personal Data Processing

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council dated April 27, 2016, which came into force on May 25, 2018 (hereinafter referred to as the "GDPR"), the Institution has the status of data controller of the Customer's personal data in the context of the Service.

As such, the processing of personal data is governed by the Institution's Privacy Policy, available at the following address: [Privacy Policy](#)

The personal data collected by the Institution are confidential data that are processed and stored under conditions that guarantee their security and confidentiality.

9. Intellectual Property

The contents of the Service, including texts, graphics, logos, and images, are protected by intellectual property rights and remain the exclusive property of the Institution or the Third Party Institutions.

Any use of the Service outside the intended use specified in the Special Conditions is prohibited.

10. Modification

The Institution reserves the right to modify the Special Conditions at any time without such development requiring the Customer's acceptance. Modifications will take effect upon their publication on the Site or Application.

If the modifications to the Special Conditions concern the Pricing Terms, the provisions of Article 7 of Title 1 of the Payment Services Framework Agreement will apply.

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