

End User License Agreement

33report.eu service

February 2th, 2022 v. 1.2

The Technical Operator of the service is Nordic Regtech Solutions AS (NRS AS), a Norwegian Limited Liability Company with org. no. 927069687 (“Technical Operator”).

This End User License Agreement (the “**EULA**”) is a legal agreement between you, as a representative for a regulated financial entity and/or industry association (the “**User**”) and the Technical Operator of the 33reports.eu service (the “**Service**”). This agreement sets forth your rights and obligations while using the Service, and by taking use of the Service you accept the terms of this EULA.

Capitalized terms not defined directly in this EULA should be interpreted as defined in Directive (EU) 2015/2366 of The European Parliament and of The Council (“**PSD2**”).

1. ABOUT THE SERVICE

The Service is designed to facilitate efficient and objective reporting of problems with dedicated interfaces according to Art. 33 of Commission Delegated Regulation (EU) 2018/389 (the “**RTS**”).

To achieve this the service uses a standardized web-form where data entered into the form is licensed to be as open and unhindered by intellectual property rights as possible. Data describing a specific observation of a perceived problem, is termed a “Ticket”. The service is designed for Tickets that do not contain personal data, as the term personal data defined by EU law.

Only by thus being unhindered by constraints following from either data protection or intellectual property law, can the service produce high efficiency at low cost, in line with EU policy for usage of open data. This EULA should be interpreted on that basis.

2. ELIGIBLE USERS OF THE SERVICE

Eligible Users of the Service are Users who represent any the following types of entities who hold a valid subscription to the Service:

- Regulated Third Party Providers (“**TPP**”)s offering account information services (“**AIS**”) and payment initiation services (“**PIS**”) or financial institutions with a financial license eligible to act as a regulated TPP.
- Account Servicing Payment Service Provider (“**ASPSP**”)s
- Industry Associations of any of the above (“**Industry Associations**”).

3. THE SERVICE

If, in the course of their business TPPs experience problems in utilizing Dedicated Interfaces as prescribed by the PSD2, the Service allows TPPs to document an observation of this in the form of a “**Ticket**”, using the 33report.eu Service. The ticket may be sent directly to the relevant ASPSP if this ASPSP is a User of the Service.

If the observation found in a Ticket is deemed to be of a more general interest, a TPP Association (“**TPP Association**”) may choose to embellish the ticket with further observations, thus creating a “**Community Ticket**”.

Subscribing ASPSPs will receive all Tickets relating specifically to their dedicated interfaces from the Service and will be provided with a grace period of 72 hours to add a response to the ticket. The response will then be communicated to the Ticket author.

The Ticket author will confirm the result of the processing by publishing the ticket to the “**Ledger**” and making the ticket available for parties regulated in this agreement.

The Tickets and related responses are designed to include the elements necessary to report to the regulatory authority according to Art. 33 of the RTS. Where practicable, the Service may in future include functionality for automatic transmission of such reports to regulators, on the explicit request of a user.

A Industry Association will be able to utilize reports of community tickets and responses to these.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. License Grants for the Submission of Tickets and Responses

Tickets submitted by TPPs and responses submitted by ASPSPs are submitted under the [Creative Commons CC0 1.0 Universal \(CC0 1.0\)](#) Public Domain Dedication, thus rendering usage of them unhindered by copyright.

Community Tickets are licensed under the [Creative Commons BY 4.0 license](#)

4.2. License Grant for Usage of Service and Data Within it

Subject to the acceptance and adherence to this EULA and an active subscription of the Service, including but not limited to having paid any due Fees, this license grants the User the non-exclusive and non-transferable right to use the Service and data within it, for complying with obligations under RTS Art. 33 as well as usage related to development, improvement and offering and/or usage of Dedicated Interfaces.

One license for the Service covers one regulated entity. For Industry Associations acting as such, one license for the Service covers one association. Groups with several regulated entities are counted as the same number of licensed entities as they contain.

Community tickets are licensed to be used with attribution, and if so, usage of them requires attribution of the entity which has created them.

You may assign or otherwise transfer the right you have under this EULA to the surviving entity as a result of a merger, acquisition or reorganization or a sale of substantially all of your assets or stock without consent from the Technical Operator.

4.3. Use of Trademarks

Active Users may use the 33reporting.eu logo on webpages and material related to their Dedicated Interfaces or uses of such.

5. PERSONAL DATA

5.1. Prohibition against Personal Data in content

Personal data shall not be processed in the contents of the tickets.

Any ticket, or any attachment to a ticket found to contain personal data in violation of the EULA can be deleted by the service. No guarantee or duty to either perform such controls or perform such deletion rests upon the Service.

5.2. Processing of Personal data in the operation of the Service

Metadata and contact information including but not limited to email, phone and information necessary for subscription administration including access rights and fee payments will be processed by the service.

The Technical Operator of the Service will be the Controller of this data. The legal grounds for processing is necessity for the performance of a contract. The data may, due to the geographic nature of subcontractors, be exported outside the EEA. For a list of subcontractors and further information, please see the Privacy Policy, <https://www.33report.eu/privacypolicy>

The Technical Operator may use anonymized statistics generated from the usage of the Service and its contents for analytical purposes.

6. SERVICE LEVEL AND QUALITY

The Services are offered on an as-is, best effort basis. No guarantee or warranty is offered for the availability or quality of the Service.

7. CHANGES IN THE EULA

Minor updates to the EULA may be performed with two (2) weeks' notice posted on the 33report.eu website provided the change is of no significance to Users use of the Service. Major updates to the EULA may be performed with three (3) months written notice to Users.

8. ASSIGNMENT

The Technical Operator has the right to assign its rights and obligations under this EULA to a company within the same ownership constellation or group as defined by the Norwegian Limited Liability Companies Act § 1-3 .

The other Party shall be notified of such transfer of the EULA with notice as described in section 6.

9. SECURITY AND ACCEPTABLE USE

The Service shall be used in accordance with stated rules and guidance from 33report.eu and its operator including but not limited to the prohibition against sharing user credentials. The Service shall not be used in any act or omission contrary to applicable law. Misuse of the service can lead to suspension or deletion of user accounts.

If you have reason to believe the a security incident has occurred, please report this to abuse@33report.eu.

10. LIMITATION OF LIABILITY

Any claim of liability towards the Service shall be made by a Subscriber. The total aggregate liability for direct damages shall not exceed the actual fee paid by a Subscriber for use of the Service in the preceding 12 months.

Under no circumstances shall the Agent (if you contracted the Service through an agent), the Technical Operator or its partners or subcontractors be liable to the User, Subscriber or any other natural or legal person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses.

11. NO CREATION OF LIABILITY OR LEGAL RELATIONSHIP

Neither ticket content submitted from a TPP, Industry Association nor response from a ASPSP is intended to create any legal relationship, create any legal obligations or liability or otherwise impact the legal relationship between the relevant TPP, an Industry Association and any ASPSP in any way.

12. CHOICE OF LAW AND VENUE

This EULA is to be interpreted in accordance with Norwegian law and the parties choose as venue Oslo District Court.