Terms & Conditions

1. Introduction

Alpha Bank, (hereinafter "the Bank") in accordance with the following Terms and Conditions may provide you and any entity on your behalf (you and any such entity, hereinafter the "Licensee", as defined below), with the use of (including access to) certain Application Programming Interface ("API") Content (as defined below).

Licensee agrees with the entire content of the Terms and Conditions and consents to comply with these Terms and Conditions.

The Bank may update these Terms and Conditions providing Licensee with notification of such updates, according to the applicable regulatory framework, by any reasonable means, including by posting the revised Terms and Conditions through the Platform (as defined below). Any such updates will apply at the date that the Bank states that the updates shall come into force and in any case not earlier than the date on which the Bank posted the revised Terms and Conditions incorporating such updates. Licensee's use of API following any revision of the Terms and Conditions will constitute Licensee's acceptance of such revision.

Licensee agrees to comply with all guidelines, technical standards and specifications, rules and other terms and conditions that may be posted by the Bank on the Platform or otherwise communicated by the Bank to Licensee, as such items may be updated by the Bank from time to time (collectively, "Additional Terms"); such Additional Terms are hereby incorporated into the following Terms and Conditions constitute integral parts of these Terms and Conditions.

2. Definitions

A. **User(s)** - End user(s) of an Application.

B. **API** - any application programming interface(s) of the Bank (that may consist of code, instructions and/or other data and information), as may be made available by the Bank in its discretion, that is intended to permit an Application to interface with the Platform in accordance with these Terms and Conditionsterms and conditions.

C. The Bank – Alpha Bank S.A. or Alpha Bank Cyprus S.A. or Alpha Bank Romania S.A. In any case "the Bank" is any of the above Banks, which is providing access to a Licensee for using the APIs and the API Content.

D. **Client Application** - any Licensee's software application that uses any API offered by the Bank (e.g., a mobile app or web page which interacts with an API).

E. **Licensee**, you - you and any entity on your behalf to whom the Bank may provide with use and/or access to an API subject to the Terms and Conditions herein, provided you or you and any entity are authorized by appropriate regulator to provide payment services.

F. **API Credentials** - the unique string of alphanumeric characters identifying each Application and/or Licensee as a user of an API, assigned by the Bank to Licensee, that is intended to enable Licensee to use such API in accordance with the Terms and Conditions herein. For the avoidance of doubt, the Bank may assign or decline to assign API Credentials to Licensee with respect to any API. API Credentials may be subject to activation, suspension and/or deactivation by the Bank to ensure usage consistent with the Terms and Conditions herein and all applicable legislative and regulatory requirements.

G. **API Content** - any and all of the API(s), the API Credentials, the Documentation and any artifacts(s) related to any of the foregoing (including any copies, summaries, specifications, portions, extracts and derivatives thereof, as well as relevant testing facilities) made available by or on behalf of the Bank to Licensee pursuant to the Terms and Conditions herein or otherwise in connection with the API(s).

H. **Data** - any data, content, material(s) and other information (including accompanying metadata) that at any time is transmitted to or from, stored on, or accessible through the Platform, or is otherwise made available by the Bank to Licensee in connection with the API(s).

I. **User Data** - any Data collected from or at the direction of Users (whether by the Bank, Licensee or any third party acting as an agent of the Licensee), including any such data that identifies or can be used to identify an individual.

J. **Documentation** - any requirements, routines, protocols, tools, parameters, limitations, specifications, documentation related to any API, as made available by the Bank pursuant to the Terms and Conditions herein and to the applicable legislative and regulatory framework in force. Documentation include any software code (other than the API Credentials) that the Bank may make available for the purpose of enabling an Application to use such API (for example, code to be embedded in an Application to facilitate communication through such API).

K. **Governing Law** – the Greek Law, or the Cypriot Law, or the Romanian Law. In any case Governing Law is considered to be the law governing the Bank (Alpha Bank S.A. or Alpha Bank Cyprus S.A. or Alpha Bank Romania S.A.), which is providing access to a Licensee for using the APIs and the API Content.

L. **Competent Courts** – the Greek Courts, or the Cypriot Courts, or the Romanian Courts. In any case Competent Courts are the local Courts of the country where the Bank (Alpha Bank S.A. or Alpha Bank Cyprus S.A. or Alpha Bank Romania S.A.), which is providing access to a Licensee for using the APIs and the API Content, has its registered seat.

M. **Platform** - the online system of the Bank for processing and responding to requests from Applications using the API(s).

N. **Token** - Application-specific alphanumeric IDs provided by the Bank to Application for authorizing access to APIs of the Bank.

3. License to use API Content

Subject to and in accordance with the Terms and Conditions herein and the applicable legislative and regulatory framework, the Bank grants to Licensee a revocable, non-exclusive, non-assignable, non-sublicensable, non-transferable license, under the Bank's intellectual property rights to use the API Content, solely to develop Applications for such purposes as may be set forth in the

applicable Documentation or communicated by the Bank to Licensee in writing and to use the API Credentials that may be generated, activated and provided to Licensee by the Bank, solely to use the applicable API(s) as made available to Licensee by the Bank with Applications in accordance with the Documentation.

4. Application Submission and Functionality

Licensee represents and warrants that each Application complies with the Terms and Conditions herein, as updated and in force, the applicable regulatory and legislative framework in force and the Documentation. Licensee will not hide, misrepresent or obscure any features, content, services or functionality of such Application. Prior to the launch of any Application and at any other time, upon request by the Bank, Licensee shall submit to the Bank (at Bank's official e-mail addresses which are published in the Bank's developer's portal) for review a copy of such Application and any materials, data and other information requested by the Bank to confirm that such Application complies with the Terms and Conditions herein, the applicable regulatory and legislative framework and the Documentation. The Bank will have the right (but not the obligation) to review and test such Application, and may suspend the activation of Licensee's API Credentials for such Application until the successful completion of any such review and testing.

The Bank may reject any Application for any reason and at any time (including after the activation of API's Credentials for such Application). Upon rejection of any Application, the respective API Credentials shall not be granted to the Licensee, and if the said API Credentials has already been granted to the Licensee, they will be revoked/nullified, without prior notice. Upon any change to an Application or any API Content that affect an Application, Licensee will resubmit such Application to the Bank.

The Bank reserves the right to limit access to and/or use of any API that is incorporated in an Application by various means and using various criteria, including, but not limited to, by restricting the number, frequency, euro (or any other currency) amount and/or volume of access requests, uses, services, functions, data and/or any other form of API Content ("Limitations"). When the Bank communicates the Licensee of such Limitations, then the Licensee shall be obligated to comply with them. Access and usage Limitations may be identified in the Platform, in communications of the Bank, or otherwise, and are subject to change at the Bank's sole discretion. Licensee shall be fully responsible for all the activities performed in the Platform, or with any API or any access to the API Content using the API Credentials granted to him.

Any modification of API Content must comply with the Terms and Conditions herein and the applicable regulatory and legislative framework. Licensee shall inform the Bank (at Bank's official e-mail addresses which are published in the Bank's developer's portal) about any changes to the Application's user interface, including screen design and copy. Promptly upon request, Licensee must provide the Bank with access to the Application, documents, information, employees, and any third party agents. Licensee will diligently correct any

material bugs or faults in his Application that cause it to incorrectly access the API or in any way affect the functionality or performance of any API Content, the Platform, or any website, product or service of the Bank.

The Bank reserves the right to revoke/nullify API Credentials granted to Licensee in case of violation of any term of the Terms and Conditions herein and/or of any provision of the applicable legislative and regulatory framework, without prior notice.

The Licensee shall inform immediately the Bank regarding (imminent, pending or planned) revocation of its license or authorization by the Competent Authorities, or any other incident or sanction that could have an impact to its operations or its provision of services, such as limitation of its activities.

The Bank reserves the right to also revoke/nullify API Credentials granted to Licensee in the aforementioned cases irrespective of whether these facts where communicated to the Bank by the Licensee, by a third party or in any other way.

The Bank bares no liability and/or indemnity costs towards the Licensee or/and any third parties in case of revocation/nullification of its API Credentials.

In no event shall the Bank be liable to the Licensee or/and any third party for any damage, including, but not limited to, any special, exemplary, incidental, consequential, punitive, or other indirect damages of any kind due to an API Credentials revocation/nullification.

5. Restrictions excluded uses

a) General. Licensee may use only those API Content that are provided by the Bank to Licensee. Licensee may not use any means of access to an API other than the applicable API Credentials provided by the Bank. Licensee may not permit or enable any third party to use any API Content. Except as otherwise expressly permitted by the Terms and Conditions herein, Licensee will not permit or enable any Application or any third party to: (i) use any API Content for any purpose or in any manner other than expressly permitted in Section 3 & 4 above; (ii) rent, sell, lease, lend, convey, redistribute or otherwise provide any third party with use of any API Content; (iii) modify, decompile, reverse engineer, alter, tamper with or create derivative works of any API Content; (iv) falsify or alter any API Credentials or otherwise obscure or alter the sources of calls coming from an Application; or (v) access legacy or internal application programming interfaces or data feeds that are not available or intended by the Bank to be available. Licensee will cause all API calls made by an Application to include Licensee's API Credentials.

b) Conformance and Noninterference. Licensee will cause each Application and Licensee's use of the API Content to conform with, and not interfere with, circumvent or render ineffective: (i) the applicable regulatory and legislative framework, the Documentation and any other policies, terms and conditions that govern use of any API and API Content; and (ii) any restrictions implemented in connection with any API, including any geographically based

restrictions such as geo-blocking or reverse-IP lookup. Licensee will not (and Licensee will not permit or enable any Application or any third party to) interfere with the proper workings of any API Content or the Platform, or create or distribute any service or application that adversely affects the functionality or performance of any API Content, the Platform, or any website, product or service of the Bank or any of its affiliates, licensors, suppliers, business partners or customers. The Bank, in accordance to the applicable regulatory and legislative framework may, in its discretion, set and change quotas and other limits on API usage, which may include the number of calls that Licensee may make using an API during a particular period, the minimum required time between any such calls, and/or the maximum file size that may be transmitted to or from the Platform or otherwise using an API. Licensee will not (and Licensee will not permit or enable any Application or any third party to) exceed or circumvent any such quotas or limits, including by aggregating accounts or obtaining multiple API Credentials. Without limiting the foregoing, Licensee will not use any API Content in any manner that exceeds reasonable request volume or constitutes excessive or abusive use.

c) Responsibility and Compliance. Licensee is responsible and liable for all activities that occur using any API Content made available to Licensee hereunder or any Application (including acts or omissions that would constitute a breach of the Terms and Conditions herein if made by Licensee), regardless of whether those activities are undertaken by Licensee, a User, or any other person or entity. Licensee will not (and Licensee will not permit or enable any Application or a User or any third party to) use any API Content or transmit, receive or use any Data in any manner or for any purpose: (i) that violates any applicable law (including export, website accessibility and embargo laws) or privacy policy or Protection of Data Policy or Security Policy; (ii) that violates any third party's intellectual property rights or other rights; (iii) that a User would reasonably consider to be deceptive, unethical, false or misleading; or (iv) that is inconsistent with the Terms and Conditions herein or the Documentation.

d) Security and Harmful Code. Licensee ensures that each Application contains protections that are adequate to keep secure and prevent the interception or the misrouting of any Data. Licensee ensures that each Application receives and transmits Data with a protocol at least as secure as those being accepted by the Platform. Secure encryption shall be applied between the communicating parties throughout the respective communication session in order to safeguard the confidentiality and the integrity of data, using strong and widely recognized encryption techniques.

Licensee ensures that any Credentials, issued by the Bank and included in the Clients Application is encrypted and protected from exposure and alteration.

The Licensee ensures that where it communicates personalized security credentials and authentication codes, such as Tokens, these are not readable by any staff or third party agents at any time. Any communication with the Bank's web sites or services, will be executed by default agents provided by the User's device.

Licensee will not attempt to circumvent any security measures or technical limitations of any API Content or the Platform. Licensee will immediately notify the Bank of any security deficiencies (including any actual or suspected theft, loss or misuse of Data or personalized security credentials or actual or suspected vulnerabilities that may result in any such theft, loss or misuse) that Licensee discovers or suspects in connection with any API Content, Application or Data, by contacting the Bank's official e-mail address at Bank' s official e-mail addresses which are published in the Bank's developer's portal.

Licensee will not include (or enable or permit to be included), in or in connection with any Application, any spyware, malware, virus, worm, Trojan horse or other malicious or harmful code, or any software application not expressly and knowingly authorized by each applicable User prior to being downloaded, installed or used.

e) **Excluded API uses.** Licensee must never do any of the following i) use the APIs and the API Content in any Application that includes adult content, promotes gambling or otherwise violates any applicable law or regulation; ii) use the APIs and the API Content to retrieve data that is then aggregated with third party search results in such a way that a user cannot attribute the Content to the Bank (i.e., aggregated search results); iii) distribute or allow access to the stand-alone APIs to anyone other than the person (natural or legal person or entity) on whose behalf you agreed to these Terms, or create an application programming interface that enables access to the Bank's data.

6. Other restrictions
Licensee may promote its Application, including talking to traditional and online media and users about the Application, so long as the Licensee does so truthfully and without implying that the Application is created, promoted, sponsored or endorsed by the Bank (or otherwise embellishing your relationship with the Bank). However, Licensee may not issue any formal press release and not proceed to any kind of comment or express an opinion via traditional or online media or otherwise refer to the Bank without the Bank's prior written consent.

The Bank may publicly refer to the Licensee, orally or in writing, as a licensee to use the API Content under and in accordance with the Terms and Conditions herein. The Bank may also publish Licensee name and logos (with or without a link to the Application) on its Website, in press releases, and in promotional materials without any additional consent and/or authorization needed by the Licensee.

7. Data
Licensee will not permit or enable any Application or any third party to: (a) use any automated means (e.g., scraping, crawling, spidering or robots) to access, query or obtain any Data from the Bank, the Platform or otherwise using the API Content or (b) except as expressly permitted by the applicable legislative and regulatory framework in force, the Terms and Conditions herein and the Documentation, access, archive, store, modify or replace any Data received from the Bank, the Platform or otherwise using the API Content (including by

changing the order in which such Data are originally made available by the Bank or intermixing such Data with data from sources other than the Bank). Licensee will delete any and all such Data immediately upon request of the Bank. Licensee will only request such Data using the API Content as is necessary to operate each Application and only after the Bank and the User have expressly authorized Licensee to such request. The Bank cannot provide any data to the Licensee without the User's consent, unless provided otherwise by the applicable legislative and regulatory framework in force.

User's Data protection is governed by these Terms and Conditions and the provisions of the Governing Law and European legislative and regulatory framework on the protection of individuals with regard to the processing of personal data. In this respect, the Licensee agrees to comply with the Governing Law concerning data protection legislative and regulatory framework, in force.

Licensee undertakes to have in place suitable and effective technical and organizational security measures and mechanisms having regard to the risks inherent in the processing and to the nature of the data concerned in order to:

1. prevent access to data other than the data requested through the user's explicit consent;
2. limit access to the data to the staff strictly necessary and take all reasonable steps to ensure that its staff and all its third party agents or partners comply with all the provisions set out in these terms and conditions and the provisions of the Governing Law and European legislative and regulatory framework;
3. prevent any unauthorized person from having access to computer systems processing these data, and especially:
i. unauthorized reading, copying, alteration or removal of storage media;
ii. unauthorized data input as well as any unauthorized disclosure, alteration or erasure of stored personal data;
iii. unauthorized using of data-processing systems by means of data transmission facilities;
4. ensure that authorized users can access only the data to which their access right refers;
5. record which data have been communicated, when and to whom;
6. ensure that data are being processed only in the manner prescribed by the applicable legislative and regulatory framework and the Documentation;
7. ensure that, during communication of data, the data cannot be read, copied or erased without authorization;
8. design its organizational structure in such a way that it meets data protection legal and regulatory requirements;
9. protect the User's Data from against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.

If the Licensee breaches his obligations under this Section 7 and/or the applicable legislative and the regulatory framework in force, related to this Section 7, the Licensee shall fully indemnify the Bank, including but not limited to, for any damages, losses, costs, fines, claims and expenses.

8. User Data and User consent

As between Licensee and the Bank, Licensee is solely responsible for any User Data (and any other data and information) collected by Licensee or through any Application, including the completeness and accuracy thereof and the legality of its collection, processing, use and disclosure (including the transmission of any User Data to or from the Platform or otherwise using an API).

In addition to complying with all terms and conditions imposed with respect to Data under Sections 4, 5 and 7 above, Licensee will comply with the following additional terms and conditions of this Section 8 with respect to User Data. Licensee will ensure that neither Licensee nor any Application collects User Data from or concerning any User (including by requesting such User Data from the Platform) unless Licensee has complied with all provisions of the legislative and regulatory framework applicable to such collection of User Data, and has previously informed such User through a Privacy Policy, Protection of Data Policy, Security Policy or other equivalent document about the types of User Data being collected and how such User Data may be used and disclosed, and has obtained affirmative explicit consent from such User, in accordance with applicable laws and regulations, to such collection, use and disclosure.

Licensee's Application shall include a mechanism to accurately capture and record each User's consent for the Bank to share such User Data with Licensee (including a time and date stamp). The types of User Data being collected and how such User Data may be used and disclosed by the Licensee will be made available to such User prior to downloading or using such Application, and prominently and conspicuously posted at each location(s) where such User Data is collected. In addition, such Privacy Policy will be consistent with Licensee's obligations herein and with the Bank's rights under the Bank's Protection of Personal Data Policy.

Licensee's collection, use and disclosure of User Data will not conflict with either the Licensee Privacy Policy or the Bank's Protection of Personal Data Policy. Licensee states that such Licensee Privacy Policy, Protection of Data Policy, Security Policy or other equivalent document shall not be binding on the Bank. Licensee shall ensure that the Application is governed by terms of service and that such terms of service includes a disclaimer that the Bank is not the provider of the Application and expressly disclaims all responsibility with respect to the Application (including, but not limited to, the use or performance of the Application) by the Bank.

Without limiting the foregoing, and regardless of whether the applicable User has consented, without the Bank's prior written consent, Licensee will not (a) use or disclose for marketing purposes any User Data or other personal or personally-identifiable information received by Licensee or an Application from or through the Bank or the Platform, or by using any API Content; or (b) aggregate any such data (or use or disclose any such aggregated data) for any purpose.

In addition, if an Application wants to refresh the User Data, in the case that the Bank permits so, it may only do so when the User is actually using the

Application and not on an automated schedule unless provided otherwise by the applicable legislative and regulatory framework in force. All Data collected with the User's consent, including the Tokens, must be deleted upon request by the User, when the User uninstalls the Application or when the User closes its Application account.

User's consent to the Application can be also managed through the Bank's portal and therefore it may be revoked on User's preference at any time.

9. Monitoring

Licensee will provide forthwith the Bank with any information or materials that the Bank requests to verify Licensee's authorization and compliance with these Terms and Conditions and the Documentation, which may also include access to the Application and other materials related to the Licensee's use of the APIs. Licensee acknowledges and agrees that the Bank may (but is not obligated to) monitor and analyze for any purpose Licensee's access to and use of the API Content and Data, including to ensure quality and to verify compliance with the Terms and Conditions herein. Licensee will provide the Bank with continuous means to carry out such monitoring without charge. Licensee will not interfere with such monitoring or otherwise obscure from the Bank any activity in connection with the API Content and Data, and the Bank may use any technical means to overcome such interference.

10. Responsibility for development and distribution

Licensee will be solely responsible for all development and distribution of Applications, including, but not limited to, all related costs, expenses, losses, damages and liabilities.

11. Responsibility for Application

Licensee is solely responsible for all aspects of each Application. The Bank is not obliged to provide any technical or other support services to Licensee or any User in connection with the Application, including with respect to any integration of an API with an Application and is not responsible for monitoring or policing any dispute that may arise between or among Licensee, any User, and/or any other third party or Regulator. Licensee's use of the API Content and Data is at Licensee's own risk, and Licensee is solely responsible for any damage, loss, liability, cost, expense that arises from any access to or use of the API Content or Data, including, but not limited to, any damage to Licensee's or any User's computer systems or networks, or any loss of data. Licensee is solely responsible for providing all support and technical assistance to Users of the Application(s). The development and provision continuity plan regarding the Application and the Licensee's business in general, rests in the sole responsibility of the Licensee. The Bank has no obligation to provide any kind of support or assistance regarding Licensee's continuity plan. The Bank has no obligation to provide any support or technical assistance to Users of the Application(s) and must not be represented that the Bank is available to provide such support.

12. Warranty

Licensee warrants and represents to the Bank that the Licensee: (i) is not concealing or disguising his identity to the Bank; (ii) has a legitimate, lawful purpose for accessing and using the API and API Content ; (iii) will perform no act that harms the Bank or its rights and interests in the API and API Content; (iv) will comply with the Terms and Conditions herein and all applicable laws and regulations; (v) will promptly block, and notify the Bank of, any known or suspected unauthorized or prohibited use of any API or API Content or API Credentials by Users or a third party; (vi) has obtained any and all necessary consent and approval (including any relevant End User consent and approval, if applicable) to generally disclose to third parties any and all data Licensee, Application and/or Users provide to the Bank under the Terms and Conditions herein, including (but not limited to) data provided in the context of accessing and/or using API Content, all that without prejudice to any limitation that the legislative and regulatory framework in force may impose; and (vii) that the electronic acceptance of the Terms and Conditions herein is genuine.

13. Reporting

Upon request, Licensee shall provide and make available to the Bank: (i) any information and documentation, satisfactory to the Bank and at the Bank's sole discretion, to verify that his access and use of APIs and API Content are in compliance with his obligations under the Terms and Conditions herein and the legislative and regulatory framework, meet the standards required by the Bank and Bank's internal controls and protect the security of the Bank's Confidential Information; and (ii) any other satisfactory to the Bank and at the Bank's sole discretion, data, information, and documents that may be requested in writing or by email by the Bank related to access and use of API Content or any other part or provision of the Terms and Conditions herein. Licensee shall provide the information requested to the Bank on or before the date identified in the notice requesting the information, documentation, or data at no cost. Licensee agrees that any supervisory or administrative or governmental authority in the country where the Bank, which is providing access to a Licensee for using the APIs and the API Content, has its registered seat and /or in the European Union (collectively and individually referred to herein as the "Regulators" or a "Regulator"), as permitted by law, has the right to examine his onsite at his facilities including all the aspects related to his access and use of API Content. Licensee agrees to notify the Bank forthwith of any formal request or notice he receives from any Regulator to examine his records, systems, or business practices related to his access and use of API Content, unless his is prohibited by law from doing so. Likewise, Licensee agrees to notify the Bank forthwith of any claim and/or lawsuit related to the API and/or API Content, he receives or may be aware of. Licensee further agrees to keep the Bank informed of the progress and outcome of any such examination. Licensee shall maintain all records and prepare and file any necessary forms, reports or other documentation, including without limitation, suspicious activity reports or currency transaction reports required to be filed in accordance with legislative and regulatory framework applicable to Licensee. Licensee shall immediately

notify the Bank (at Bank' s official e-mail addresses which are published in the Bank's developer's portal) of instances of suspected fraud, money laundering, terrorist financing, use of services by prohibited or sanctioned parties, or other illegal activities determined within Licensee's reasonable discretion and involving the API Content.

14. Compliance with laws and these Terms and Conditions

Licensee represents and warrants to the Bank that has the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute the Application, and that use of the Application will not violate the rights of any third party (e.g., copyright, patent, trademark, privacy, publicity, intellectual property or other proprietary right of any person or entity), or any applicable regulation or law, the laws of any country in which the Application is made available and any applicable export laws.

Licensee must comply with the Terms and Conditions herein in order to use the APIs.

The most current version of the Terms and Conditions can be reviewed on the Platform.

The Bank reserves the right to modify, supplement, or replace the Terms and Conditions, effective prospectively upon posting on the Platform or otherwise notifying Licensee according to Section 1. above. If Licensee does not agree to changes to the Terms and Conditions, Licensee can terminate the Terms and Conditions at any time in accordance with Section 20. (Term and Termination) below. Licensee and Applications must also comply with the following, which are hereby incorporated by reference:

a) The Bank's Protection of Personal Data Policy

b) The Bank's Cookies Policy

In the event of any conflict between the content in this document and the above documents, this document controls the use of the APIs. In case the Licensee disagrees with any of the Terms and Conditions, Licensee must not access or use the APIs.

15. Confidential information

Licensee's use of the API Content will involve access to confidential, proprietary or trade secret information or materials of the Bank (and its affiliates, licensors, suppliers, service providers, business partners or customers) ("Confidential Information").

Confidential and sensitive information is considered to be information, data, methods, techniques and procedures followed by the bank for its organization, its products and pricing policy, business plans an strategy, know-how,

partnerships, product and service design, development and disposal, as well as any personal information, sensitive or not, with regard or related to the customers, individuals or legal entities and agencies of all forms, business activity and the personnel of the Bank, regardless of whether it is classified as confidential or sensitive or not. In case of doubt for the classification of information, the latter should be assumed as confidential. The confidentiality of all information is not affected by the form, oral, written, electronic or other through which it has been apprised to the Licensee, neither by the way, in which this was consequently disclosed or divulged.

For the avoidance of doubt, and without limitation, any information (oral, written, or in any other tangible form) that is related to the Terms and Conditions herein and all API Content and all User Data and other Data received from the Bank, the Platform or otherwise using the API Content constitutes Confidential Information. Licensee will: (a) hold the Confidential Information in trust and confidence; (b) use the Confidential Information only as expressly permitted in the Terms and Conditions herein (and not for the benefit of any third party), and not in any manner or for any purpose other than as expressly permitted in the Terms and Conditions herein; (c) not reproduce Confidential Information except as necessary to fulfill Licensee's obligations hereunder; and (d) not make available to any third party, directly or indirectly, any Confidential Information without the Bank's express prior written consent. Licensee shall protect the Confidential Information of the Bank with at least the same degree of care as Licensee uses to protect its own Confidential Information of a similar nature, but in any case with increased diligence. Licensee will be solely responsible and liable for all use and disclosure of Confidential Information by or through Licensee, Users or any Application. Upon termination of these Terms and Conditions, Licensee will immediately cease using and delete all Confidential Information (including copies thereof) in its possession, custody or control, and certify such deletion in writing to the Bank. The obligation arising from this section is binding upon the Licensee for a time period of five years from the date the Bank received the forth-mentioned certification. Licensee acknowledges and agrees that in the event of a breach of this Section 15 from the Licensee, its employees, fulfilment assistants or associates, the Bank is entitled to terminate any use of API's Content and demand to be fully indemnified for any loss or damage incurred.

16. Ownership

All right, title and interest (including all intellectual property rights) in and to all API Content, the Bank's trademarks and logos, the Platform or otherwise using the API Content, and all other Confidential Information are the sole property of and reserved to the Bank and/or its licensors or suppliers, as applicable, and no right, title or interest therein are transferred to Licensee as a result of Licensee's use thereof or the Terms and Conditions herein. Licensee will not contest or assist others in contesting the validity of any such rights. All rights not expressly set forth herein are reserved by the Bank and/or its licensors or suppliers, as applicable, and no implied rights or licenses are granted to Licensee pursuant to these Terms and Conditions. Licensee acknowledges and

agrees that it receives no rights, licenses or interests in or to any patents, patent applications, copyrights, trademarks, logos, trade names or service marks of the Bank or its affiliates, licensors, suppliers or other third parties pursuant to the Terms and Conditions herein. Licensee hereby irrevocably assigns and agrees to irrevocably assign, without charge, all intellectual property rights relating to oral and written comments and suggestions provided by Licensee relating to the Platform or the API Content ("Feedback"). Licensee will take all actions deemed necessary by the Bank in order for the Bank to record, perfect and maintain its rights in and to all Feedback. Without limiting the foregoing, the Bank will have an unlimited, worldwide, royalty-free right to use and modify all Feedback, and the Bank will have no confidentiality obligations with respect to any Feedback.

17. User Complaints

Licensee shall provide the Bank with notice of all User Complaints received related to the APIs and/or the API Content. Upon receipt of any User Complaint relating to the APIs and/or the API Content, whether by an individual, Regulator, or otherwise, Licensee shall promptly provide the Bank with notice of receipt of the complaint and upon request; (i) a copy of the complaint; (ii) a copy of the response to the complaint; (iii) copies of any notes, analysis, findings, or correspondence, whether internal or external, related to the complaint. As used herein, "User Complaint" includes any oral, electronic, or written communication from a User that expresses dissatisfaction with a product or service, or expresses overall negative sentiment about any type of interaction with the Application with respect to the APIs and/or the API Content. This paragraph must be applied unless the Bank grants Licensee with a prior written approval of adapting another approach concerning Users Complaints.

The Bank is not obliged to provide any kind of response, data or in general assistance relating to any complaint submitted to the Licensee. The Licensee is the sole responsible for responding and in general handling User Complaints. Complaints submitted to the Licensee are not considered as complaints submitted to the Bank. The Bank handles complaints only regarding products or/and services offered by the Bank, provided that the complaints are submitted directly to the Bank according to the Bank's procedure for complaints handling.

18. Fees
There are no fees for accessing or using the Platform and the API Content. The Bank reserves the right to implement fees and payment terms with respect to Licensee's accessing or using additional premium services provided by the Bank through the Platform, at any time and at the Bank's discretion in accordance with the legislative and regulatory framework, in force.

19. Changes

The Bank reserves the right to change the Platform, any API Content and/or any Data at any time, for any or no reason by notifying Licensee of such changes, by any reasonable means, including by posting them through the Platform. The Bank bears no responsibility or liability for such changes. The

Bank reserves the right to release subsequent versions of any API and/or API Material and to require Licensee to use the most recent version thereof, and Licensee agrees that it is Licensee's responsibility to ensure, at Licensee's own cost, that Licensee's use of any API Content the Platform, and/or any Data is compatible with the Bank's then-current requirements. Licensee's use of any API Content, the Platform, and/or any Data following any changes to them will constitute Licensee's acceptance to the said changes. Any such changes will not apply prior to the date that the Bank states that the relevant changes shall come into force and in any case prior to the date on which the Bank posted them, or otherwise notified Licensee about them. With the exception of emergency situation the Bank shall provide the Licensee with notification of any such changes at least three (3) months before these changes come into force.

20. Term and termination

The Terms and Conditions herein will remain effective until terminated in accordance with this Section 20 and the applicable legislative and the regulatory framework. Either party may terminate these Terms and Conditions immediately upon written notice to the other party. Licensee's notices of termination must be addressed to the Bank, at Bank's official e-mail addresses which are published in the Bank's developer's portal. Notwithstanding the abovementioned, the Bank also reserves the right to suspend (temporarily or permanently) use of the Platform, API Content and/or Data (whether by Licensee, any Application or any User), in whole or in part with or without notice, in case the Bank has objectively justified reasons related to the abovementioned actions, such as:
(a) the Licensees authorization to provide payment services is (temporarily or permanently) revoked by the local regulator, and
(b) the Licensee violates any term of the Terms and Conditions herein and/or any provision of the applicable legislative and regulatory framework.
The Bank bears no responsibility or liability for any such termination or suspension. Upon any such termination or suspension, all licenses that Licensee may have with respect to all API Content and Data will immediately be terminated or suspended, as applicable, and Licensee will immediately cease using such API Content and Data, and delete any such API Content and Data in its possession or control. Sections 2, 4, 5, 7–17 and 21–25 will survive, to the extent applicable, any expiration or termination of these Terms and Conditions.
The use of the Platform may be temporarily suspended by the Bank, in case such use of the Platform, API Content and/or Data has been affected by a technical damage, malfunction or other reason due to force majeure.

21. Disclaimers

All API materials, the Platform, and all data provided by or on behalf of the Bank, are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permitted by law, the Bank and its affiliates and its and their licensors, suppliers, service providers, business partners and customers (collectively, but excluding the Licensee, the "The Bank's Entities")

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22. Limitation of liability

Neither the Bank's Entities nor any of their directors, officers, employees, consultants, agents or other representatives will be responsible or liable for any indirect, incidental, consequential, special damages (including damages for loss of business, loss of data or lost profits), arising out of or relating in any way to the API Content, the Platform, any data or these Terms and Conditions, or for any damages arising from any termination or suspension of the Terms and Conditions herein or of Licensee's access to or use of the API Content, the Platform, or any data.

The sole and exclusive maximum liability of the Bank's Entities for any damages, losses and liabilities in connection with the API Content, the Platform, any data or the Terms and Conditions, will be limited to the total amounts paid by Licensee to the Bank, if any, to use the API Content. The foregoing limitations apply expect to the extent expressly precluded by applicable law.

23. Indemnification

Licensee shall indemnify, defend and hold the Bank, its affiliates and subcontractors, and their directors, officers, employees, consultants, agents and other representatives harmless from and against any claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable attorney's fees), arising out of or in connection with any claim, action or proceeding ("Claims") relating to: (i) Licensee's or others' use of or other activities in connection with the API Content or Platform, or Data; (ii) each Application, its use (whether by Licensee or others) and any transactions conducted through it or User Data transmitted through it (whether by Licensee or others); (iii) the operation of Licensee's business in connection with the API Content or Platform, or Data, (iv) any suspension or termination of an Application's use of the API Content or Platform, (including any such suspension or termination caused by the Bank); (v) any breach by Licensee or by its third party agents of any representations, warranties, covenants or obligations under these Terms and Conditions or the applicable legislative and regulatory framework; or (vi) any claim that an Application (including any component thereof), or any Feedback or other materials made available to the Bank by Licensee, or the Bank's exercise of its rights under this Agreement, or the combination of any Application or Feedback with any API Content, infringes, misappropriates or

violates any third-party intellectual property or proprietary rights. Licensee may not enter into any settlement that purports to bind the Bank without the Bank's express written consent, which will not be unreasonably withheld or delayed. Licensee will indemnify the Bank against all damages finally awarded against the Bank, its affiliates and subcontractors, or the amount of any settlement the Licensee enters into on their behalf with respect to Claims pursuant to this Section 23.

24. Waiver

The Bank's failure to exercise or enforce any right or provision or the Terms and Conditions herein, or the Bank's rights under applicable law is not to be considered as waiver of such provisions or rights. If any provisions of the Terms and Conditions herein is found by a court of competent jurisdiction to be invalid, it is agreed that all the other provisions remain in full force and effect.

25. Governing law & Jurisdiction

The Terms and Conditions herein are governed by and construed in accordance with the Governing Law (according to article 2 herein), and the Competent Courts (according to article 2 herein), shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms and Conditions.