

Terms and Conditions for Open API Testing

PREAMBULE

Terms and Conditions for Open API Testing (hereinafter: Terms and Conditions) define roles and responsibilities of Partner banka d.d. Zagreb and API Users including the access to the documentation available for Open API implementation, and usage of the test environment.

GLOSSARY

- ▶ **API** - Application Programming Interface
- ▶ **open API** - publicly available application programming interface that provides access to proprietary application software
- ▶ **API Provider** - Partner bank d.d. Zagreb
- ▶ **API User** - individuals or organizations approved by API Provider for API access
- ▶ **Confidential Information** - information (in any form) which is used in or otherwise relates to the API Provider, its business, customers or financial or other affairs, including information provided for the purposes of investigation, mitigation of legal and other risks, criminal or misdemeanor defense and/or settlement and any information otherwise disclosed in relation to the conduct of any Dispute and or Procedure, in each case whether or not marked "Confidential", and any and all other information clearly designated as "Confidential" by the disclosing person
- ▶ **DOS / DDOS** - Denial of Service / Distributed Denial of Service
- ▶ **Documentation** - the Standards and the Operational Guidelines and any other documentation needed for the API Testing as any or each of them may be updated, amended or modified
- ▶ **Contact Person** - the contact person nominated by API Provider and by registered API User
- ▶ **Open API** - API that is provided by the API Provider that provides a means of accessing data based on standards which are developed and maintained collaboratively and transparently by Berlin Group (including HR standard and API provider specifics), and can be accessed without charge
- ▶ **Participant or Party** - an API Provider or API User (as the case may be) that participates in the Open API Services testing
- ▶ **Participant System** - system (including any hardware, software and other infrastructure) and processes operated by or on behalf of a Participant that is used for Open API
- ▶ **Terms of Conduct** - Agreement governing the Participants roles and responsibilities in the Open API comprising:
 - ▶ these Terms and Conditions
 - ▶ General documentation as defined in these Terms and Conditions
 - ▶ Specific Documentation as defined in these Terms and Conditions
- ▶ **Regulator** - any governmental body or regulatory or supervisory authority having responsibility for the regulation or supervision of all or any part of the subject matter of the Open API Services or the business of a Participant
- ▶ **Security Standard** - security standards issued by Berlin Group and the API Provider
- ▶ **Service Level** - as set by the API Provider

API USER OBLIGATIONS

API User shall comply and is responsible for its obligations under these Terms and Conditions until these Terms and Conditions are rescinded or replaced.

API User is registered at <https://e.paba.hr/tpp/>.

Any information that API User provides in connection with its registration must be correct and complete, and API User is responsible for maintaining such information up-to-date and accurate throughout the term of its registration. Upon successful registration, API User may be provided with access credential, passwords and other account information (the "Credentials"). The Credentials are, and will remain, the property of API testing Provider and API testing User is granted a nontransferable license to use the Credentials for the sole purpose of participating in API testing.

API Provider will not be responsible for the performance of any obligation or duty owed by any API User under these Terms and Conditions.

API USER RESPONSIBILITIES

API User is responsible for ensuring that it has all it needs to access Open API and to perform its obligations under these Terms and Conditions. API User shall nominate Contact Person.

API User is responsible for the operation and security and will:

- ▶ take reasonable steps to prevent the introduction of any computer viruses (including worms, Trojan horses or other contaminants, and any code which can be used to access, modify, delete or damage any data, files or other computer programs) into Open API
- ▶ take any and all action reasonably required and which is within its power to exclude it from access to the Open API if it or anyone associated with it is engaging, knowingly or otherwise, in DOS or DDOS attacks or similar on Open API
- ▶ API User agrees and acknowledges that they may be required to cooperate with the Regulators on request, or as required by applicable regulation, as part of their participation in the Open API
- ▶ develop their system in order to call the API in line with the technical standards

ROLE AND RESPONSIBILITIES OF THE API PROVIDER

API Provider shall nominate Contact Person.

API Provider is responsible for maintaining the:

- ▶ documentation for the API
- ▶ highly available test environment
- ▶ support center
- ▶ Register of API Users

DOCUMENTATION

General Documentation

Generally available documentation used by the Bank:

- ▶ The Berlin Group: Joint Initiative on a PSD2 Complaint XS2A Interface Operational Rules
https://docs.wixstatic.com/ugd/c2914b_39d88d82249d482ebcb9a92ebf03d159.pdf
- ▶ The Berlin Group: Joint Initiative on a PSD2 Complaint XS2A Interface Implementation Guidelines
https://docs.wixstatic.com/ugd/c2914b_5351b289bf844c6881e46ee3561d95bb.pdf
- ▶ OpenAPI Specification
<https://swagger.io/specification/>
- ▶ Country Specific Changes to NextGenPSD2
<https://www.hub.hr/hr/PSD2-Open-API>
- ▶ NextGenPSD2 XS2A Framework for Croatia
<https://www.hub.hr/hr/PSD2-Open-API>

Specific Documentation

API Provider documentation publicly available:

- ▶ Overview of Open API for TPP
<https://e.paba.hr/tpp/>
- ▶ Terms and Conditions for Open API Testing
<https://e.paba.hr/tpp/>
- ▶ Information on personal data protection
<https://e.paba.hr/tpp/>

CONFIDENTIAL INFORMATION

Information accessed by or disclosed to any Participant is to be kept confidential. It should not be used for any purpose other than the purpose for which it is supplied. It is not to be disclosed to third parties. Participants undertake to protect such information from unauthorized access and to treat it with due care. This duty of confidentiality shall continue to apply permanently.

WARRANTIES

The API User warrants, represents and undertakes to these Terms and Conditions with necessary rights, full legal authority and information provided by or on behalf of such API User to the API Provider is accurate and complete

COMPLIANCE WITH LAWS AND REGULATIONS

The API User is responsible for ensuring that it and anyone carrying out its obligations under these Terms and Conditions on its behalf, comply with any Applicable Laws and Regulations.

TERMS AND CONDITIONS GOVERNING THE LIABILITY OF EACH PARTY

Nothing in these Terms and Conditions will exclude or limit the API user from liability for fraud or fraudulent misrepresentation to any Regulator. No Party will be liable to another Party (for negligence, breach of contract or otherwise) for any Loss.

Each Party will use its reasonable endeavours to minimise and mitigate any Loss for which it is entitled to bring a claim against another Party pursuant. Nothing in these Terms and Conditions shall prevent any Regulator from imposing financial or administrative penalties on API Users for breaches of the Terms and Conditions.

RELIEF EVENTS AND FORCE MAJEURE

A Party will not be responsible for any delay in performing or failure to perform any of its obligations under these Terms and Conditions if and to the extent that the delay or failure directly results from a failure of another Party to perform its obligations in accordance with the Terms and Conditions.

API Provider shall not be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of the Open API Services under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond API Provider reasonable control.

RELATIONSHIP OF THE PARTIES

API User waives and releases API Provider from any and all rights, claims, actions and/or causes of action (whether in contract, tort or otherwise) arising out of or in any way related to API User.

SEVERABILITY

If at any time a provision of the Terms and Conditions is held by any court or administrative body of competent jurisdiction to be (in whole or in part) invalid or unenforceable, such invalidity or unenforceability will not prejudice the other provisions of the Terms and Conditions (or the other parts of any provision which is found to be partially invalid or unenforceable) which will remain in full force and effect.

If any provision of the Terms and Conditions is found to be invalid or unenforceable, the provision in question will apply with such modification as may be necessary to make it valid and enforceable.

ENTIRE AGREEMENT

The Terms of Conduct constitute the entire agreement and understanding between the Parties in respect of all matters dealt herein. All and any previous oral and/or written dealings are superseded by these Terms of Conduct.

Each of the Parties agrees that in entering into the Terms of Conduct it will comply with the conditions as expressly set out in the Terms of Conduct.

TERMINATION AND SUSPENSION

API Provider may terminate API User's access and registration when it is in breach of applicable law and Terms of Conduct. API Provider may suspend API User's access and registration if there is reasonable ground to suspect unlawful conduct that shall impact mandatory obligation of the API Provider.

NOTICES

All notices to be given under the Terms of Conduct must be in writing and delivered in electronic mail to psd2@paba.hr. An email will not be deemed to have been received if the recipient does not confirm receipt.

TERMS COMING INTO EFFECT

These Terms and Conditions will be effective in respect of API Users at the time of registration.

GOVERNING LAW AND JURISDICTION

Each Party agrees that the relationship between the Parties will be exclusively governed by and interpreted in accordance with Croatian substantive law and that all disputes arising out of or in connection with the Terms and Conditions and/or the Open API will be exclusively governed by and determined in accordance with Croatian substantive law.

PUBLISHING

These Terms and Conditions are published on 13th of March 2019.

PARTNER BANKA d.d. ZAGREB