

General Terms and Conditions of Agram PSD2 API and Developer Portal

1. INTRODUCTORY PROVISIONS

Agram PSD2 API (hereinafter: API) is a dedicated programming interface provided by Agram banka d.d. (hereinafter: Bank), in accordance with the Payment Services Directive EU 2015/2366 (hereinafter: Directive), to Payment Initiation Service Providers (under Article 4(18) of the Directive), Account Information Service Providers (Article 4(19) of the Directive) and Payment Instrument Issuer Service Providers (Articles 4(14) and 45 of the Directive).

These General Terms and Conditions of Use of Agram PSD2 API and Developer Portal (hereinafter: GTCs) shall govern the rights and obligations of the Bank and TPPs.

These GTCs have been adopted by:

Agram banka d.d.

Registered seat: 10000 Zagreb, Ulica grada Vukovara 74

OIB (Croatian Identification No): 70663193635

MBS (Croatian Court Business Register No): 080003981

MB (Croatian Tax No): 00560286

SWIFT/BIC: KREZHR2X

IBAN: HR4424810001011111116

Website: www.agrambanka.hr

E-mail: uprava@agrambanka.hr

Info line: 0800 200 400

Registered with the Commercial Court in Zagreb

2. DEFINITIONS

TPP – (abbreviation for *Third Party Provider*), Third Party or other Payment Service Providers or Payment Initiation Service Providers (under Article 4(18) of the Directive), Account Information Service Providers (under Article 4(19) of the Directive), Payment Instrument Issuer Service Providers (under Articles 4(14) and 45 of the Directive), or any company intending to become a payment service provider as defined in the Directive that has been granted access to the Agram PSD2 API Sandbox by the Bank

API – (abbreviation for *Application Programming Interface*), a dedicated application programming interface provided to other payment service providers i.e. TPPs by the Bank

User – any natural or legal person holding a payment account in the Bank and making use of the Bank payment services using the Bank customer interface (e.g. Agram NetBanking, AgramMbanking)

Portal – a documentation website containing the Bank's API testing and use tools

Sandbox – a programming interface where TPPs can test the API; the term for an API testing environment

3. REGISTRATION

3.1. In order to test and access the Sandbox, registration using the following link is required:

<https://finapay.hr/psd2/portal/>.

3.2. Any information provided by TPPs in the registration process, must be accurate and complete, and TPPs are responsible for keeping such information up-to-date and accurate throughout the registration period.

3.3. After successful registration, the Bank shall provide the testing environment in the Sandbox, send all the necessary information to the TPPs e-mail address, and provide them with support during the testing.

3.4. After successful registration, TPPs shall be given access credentials, passwords, API security keys and other account information („credentials“). Credentials are the property of the Bank, and shall remain so at all times, while TPPs shall receive a non-transferable license to use such credentials solely for the purpose of testing on the Portal and in the Sandbox. TPPs shall keep the credentials confidential; they shall not be transferred, sold, sub-licensed or otherwise disclosed to any other person or for any other purpose.

3.5. In the event of a TPP becoming aware of, or suspecting that, the confidentiality of the credentials has been threatened, the TPP shall notify the Bank without delay.

3.6. During the testing, the support shall be available during the working hours of the Bank, i.e. Monday to Friday from 8 a.m. to 4 p.m.

4. RESTRICTIONS

4.1. It shall be forbidden to:

- a) Use the credentials or access modes other than the ones provided to TPPs by the Bank
- b) Disclose to others, sell, transfer, lend, lease or sublicense the Portal and Sandbox access credentials
- c) Allow or enable any third party to use any API content
- d) Rent out, sell, lend, lease out, transfer, distribute or otherwise assign to any third party the right to use the API content
- e) Modify, deconstruct, reconstruct, decompile, reverse engineer or create any derivatives of the API content and API programming code
- f) Make any unnecessary service calls or excessive service calls, or send excessive quantities of data through such service calls
- g) Take part in activities aimed at preventing other TPPs from using the API, the Portal or the Sandbox
- h) Collect information on other TPPs or development programmers
- i) Introduce viruses, worms, trojans, trapdoor, webbots and other malicious codes
- j) Obstruct, interrupt, damage or hack the Portal, the API or the Sandbox
- k) Join in in any activity that prevents any other TPPs or development programmers from using the Portal, the API or the Sandbox
- l) Use the Portal, the API or the Sandbox in a manner other than the one specified
- m) Use the Portal and the Sandbox test data provided to TPPs by the Bank for any purpose other than testing the Portal or the API
- n) Use robots, programmes or tools to search and index the Portal
- o) Use robots and programmes to automatically register or create an account on the Portal
- p) Use the Portal, the API or the Sandbox in a manner that can be considered improper

4.2. In the event of breach of any of the above stated prohibitions, the Bank shall reserve the right to terminate the registration and access to the Portal and the Sandbox immediately.

5. CANCELLING REGISTRATION

5.1. The Bank may, without prior notice, suspend or terminate a TPP registration, the right to access or use the information, in the event of violation of these GTCs, the security, confidentiality or the integrity of the Portal, the API, the Sandbox and other systems provided to TPPs by the Bank.

5.2. The registration of a TPP shall be terminated automatically in the event of violation of these GTCs, the security, confidentiality or integrity of the Portal, the API, the Sandbox or other systems provided to TPPs by the Bank.

After the registration is terminated, any rights assigned to the TPP shall expire automatically.

6. PERSONAL DATA PROTECTION

6.1. In order to enable TPPs to access the Portal, it is necessary to collect and process personal data, and in particular the name, family name and the e-mail address. Such personal data shall be processed with the sole purpose of TPP registration, provision of access to the Portal and related communication. Without providing such data, the registration and access to the Portal shall not be possible.

6.2. The Bank shall process personal data, as stipulated above, during the validity of the registration and Portal access rights. TPPs shall have the right to request at any given moment the access to, and rectification of, personal data or seek to restrict or object to the processing, as the case may be. Further, they shall have the right to request their personal data to be erased in the event of termination of their registration and their Portal access rights. If TPPs have to erase their personal data before the expiry of their registration and their Portal access rights, their registration and their Portal access rights shall be terminated automatically.

6.3. Any personal data subject to the processing by the Bank as the data controller, shall be processed in the manner and to the extent as stipulated in the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 and the relevant provisions of other applicable laws and regulations, as necessary in the ordinary course of business of the Bank, in connection with these GTCs and the scope thereof. The Bank shall have the power to use such data in accordance with the regulations governing banking business, including disclosure of such data at the request of competent institutions while ensuring their confidential treatment in order to exercise all rights and obligations arising hereunder.

6.4. Where TPPs consider that the processing of their personal data constitutes violation of the privacy or other applicable law, they shall have the right to lodge an objection with the competent personal data protection authority.

7. APPLICABLE LAW AND JURISDICTION

The courts having subject matter jurisdiction in the registered seat of the Bank shall have the territorial competence for any disputes that may arise between

TPPs and the Bank, unless Croatian substantive law provides for the exclusive jurisdiction of another court or competent authority.

8. FINAL PROVISIONS

8.1. Any matter not stipulated herein shall be subject to the provisions of law.

8.2. These GTCs, as well as all subsequent amendments thereto, shall be made available in all branches/offices of the Bank and on the Bank's website www.agrambanka.hr.

8.3. These GTCs shall come into force and become applicable on 14 June 2019.