PAYMENT SERVICES DIRECTIVE (PSD2) API
TERMS OF USE

With **Lombard Odier (Europe) S.A**.
(hereinafter referred to as "**LOESA**" or the "**Bank**")

I   GENERAL PROVISIONS

Lombard Odier (Europe) S.A. ("**LOESA**") is pleased to provide you access to this PSD2 Partner Portal Site (the "**Site**"). The Site provides you with the necessary information, documentation, testing environment (sandbox), and support for your implementation of the PSD2 APIs.

These Terms of Use ("**Terms**") govern your access to and use of this Site, the interface data and information obtained on or accessed via this Site, the sandbox environment and the APIs.

By accessing this Site, you acknowledge that you have read, understood, accepted and agreed to be bound by these Terms. Therefore, please read these Terms carefully before you continue navigating through the Site and start using any of the information, documentation, sandbox environment and APIs. If you access and use this Site on behalf of a legal entity, you certify that you are duly authorized to act for, represent and bind such entity to these Terms.

We may change the contents of and any services provided on or through this Site, as well as these Terms at any time, without notice. Consequently, we advise you agree to return and visit this page regularly to check for updates and changes, which will apply to you every time you access and use this Site.

If you do not agree with these Terms, any relevant Berlin Group or Open Banking standards, or the Privacy Policy, then please make sure you stop navigating and leave this Site and refrain from using any of its contents or the APIs. In addition, this service is only available to Third Party Providers ("TPPs") that are duly registered / certified in the EU; by proceeding, you confirm that this is the case.

II   TARGET USERS

This Site, its contents and the services available via this Site are designed and intended exclusively for professional users. By continuing your navigation and use of this Site and its contents, you confirm that you are acting in the capacity as a professional for business purposes and not as a consumer.

III   DEFINITIONS

- "**API**" refers to the application-programming interface provided by LOESA and made available on the Site;
- "**Documentation**" refers to the guidance provided on the Site in order to support understanding of the services provided therein;
- "**LOESA**" or "**we**", "**us**" or "**our**", means or refers to Lombard Odier (Europe) SA, its branches and group affiliates;
- "**Intellectual Property Rights**" means copyrights, rights in databases, patents, inventions, patents, trademarks, trade names, goodwill, rights in internet domain names and website addresses, designs, know how, trade secrets and other rights in confidential information, whether registered, unregistered or not capable of being registered in any country or jurisdiction including all other rights having equivalent or similar affects which may now or in the future subsist anywhere in the world;
- "**You**" or "**your**" means or refers to the person accessing this Site or using the contents of the Site or the APIs available on the Site.

IV   ACCESS AND LICENCES

  i. In consideration of your compliance with these Terms, we grant you a limited, non-exclusive, royalty free, revocable, non-transferable and non-sub-licensable right and licence to access and use the Site, the Documentation, and the API. This is limited to the purpose of enabling you to use the functionalities of the Site and API (including testing the API with your own system) in accordance with these Terms.
  ii. You are responsible for your access to and use of the Site, its contents, the sandbox environment and the APIs, and for all activities that occur under your account details. You are also responsible for the confidentiality and safety of your login

credentials. If you know or suspect that anyone other than you knows your user name or password or any identification details relating to your organisation you must immediately notify us thereof.

iii. Your use of any third party links provided in the Site is at your own risk. Please be aware that we do not verify and are not responsible for the contents of any other web sites or pages linked to or from this Site.

iv. You are solely responsible to ensure your own compliance with all applicable laws and regulations in connection with your use of this Site, the Documentation, the sandbox environment and the APIs.

V   INTELLECTUAL PROPERTY RIGHTS

i. We are the owner of all Intellectual Property Rights in and to the Site, the Documentation, the sandbox environment, the materials available on the Site and the API. Subject to the rights and licenses granted to you under these Terms, we and our licensors reserve all rights in and to the Documentation, the sandbox environment, the materials available on the Site and the API.

ii. You may print one copy, and you may download extracts of any page(s) from this Site for your own use.

iii. By submitting feedback, comments, ideas and suggestions on the Site, you do this freely and voluntarily, and you waive and transfer to us fully any Intellectual Property Rights you may have in such feedback. We shall be free to use or dispose of such feedback as we deem fit, including for the development of products and services that are the same as or similar to the contents of your feedback.

iv. You warrant that you have all necessary Intellectual Property Rights and licenses to any application or other content you provide access to on the Site, and that such application and content does not violate or infringe the intellectual property rights of any third party. You remain solely responsible for any such application and content, and LOESA disclaims any and all liabilities in this respect. You will indemnify and hold LOESA harmless from any costs or damages that we may incur or suffer as a result of a third-party claim or action against LOESA alleging that such application or content, or any other material provided or used by you in connection with the Site infringes the intellectual property rights or other rights of such third party.

VI   LIMITATIONS ON USE

i. As part of your permitted use of the Site and the sandbox under these Terms, you may copy individual APIs into your code solely as necessary for the purpose of making calls to the relevant API.

ii. Except as may be permitted under applicable law, you must not use the APIs or this Site for any of the following :

- for any purpose which is unlawful, abusive, libellous, obscene, threatening or otherwise objectionable, or which may harm LOESA's reputation;
- to adapt, copy, modify, download, display, duplicate, create derivative works from, republish, transmit, lease, sell, license or distribute all or any portion of the Site, the Documentation, the contents of the sandbox environment, or the APIs
- to reverse engineer, reconstruct, decompile, disassemble or otherwise reduce to human-readable form all or any part of the APIs, the sandbox environment, this Site or any software material provided on this Site;
- to knowingly, intentionally or negligently introduce viruses, Trojan horses, worms, logic or time bombs, or other harmful code, malware or material;
- for any purpose that could potentially infringe the Intellectual Property Rights, privacy, confidentiality or other rights of any third party; or
- for any purposes other than that for which your access was granted hereunder.

VII   NO WARRANTIES

i. Access to this Site, the Documentation, the sandbox environment and the APIs is granted to you on an "as is" and "as available" basis, without any warranty whatsoever, whether express or implied.

ii. We use reasonable care to ensure that the Site, the Documentation, the sandbox environment are accurate and reliable in so far as this is within our reasonable control. However, we make no representations, warranties or guarantees, whether express or implied that the Site, the Documentation, the sandbox environment is accurate, complete, up-to-date or error-free, or will operate without interruption.

VIII   SUSPENSION

i. We may suspend, withdraw, discontinue, or change all or any part of the Site, the Documentation, the sandbox environment and/or the APIs at any time without notice.

ii. We may suspend your access to the Site or terminate these Terms at any time if in our sole discretion, if

- you are in breach of any of the terms and conditions of these Terms;
- it is necessary for maintenance purposes;
- you suffer a security breach that may impact on the confidentiality or integrity of the Site; or
- we have a legitimate concern about your use of this Site.

IX   LIABILITY AND INDEMNITIES

  iii. Nothing in these Terms excludes or limits our liability for death or personal injury, for fraud or fraudulent misrepresentation, for gross negligence or any other cause or form of liability that cannot be excluded or limited according to mandatory provisions of law.

  iv. To the fullest extent permitted by law, we and Third-Party API providers shall in no event be liable to you for any direct, indirect, incidental, consequential, punitive or special damages, whether in contract, tort (including negligence), breach of statutory duty, strict liability or otherwise, whether or not LOESA was aware of the possibility of such damages to arise out of or in connection with:

- your access to or use of, or inability to use this Site, the Documentation, the sandbox environment or the APIs; or
- your use of or reliance on any content accessed through this Site or the APIs.

  v. If, notwithstanding the above provisions, we are held liable to you, our total aggregate liability shall in all circumstance be limited to an amount of € 500 in aggregate.

X MISCELLANEOUS

i. Data Protection. The Site's Privacy Policy ((https://www.lombardodier.com/privacy-policy) explains how LOESA collects and treats your personal data and protects your privacy when you access, navigate through and use the Site.

ii. Relationship. Each of us is acting as an independent contractor. Nothing in these Terms and no action taken under them shall be deemed to create a partnership, agency, joint venture, employment, co-ownership or similar relationship between you and us LOESA, or otherwise authorise any of the parties to act for or otherwise bind the other party.

iii. Third Party Rights. These Terms govern the relationship between you and LOESA and shall not create any third party rights.

iv. Assignment. You may not assign, transfer your right and obligations to anyone else or permit anybody else to exercise any of your rights hereunder. We may subcontract, assign or novate these Terms or any of our rights to any member of the LOESA group or any third party.

v. Trademarks. The trademarks, service marks and logos of LOESA and the LOESA group on the Site are the property of LOESA or other Lombard Odier group entities. You are prohibited from using any of these marks without our prior written consent.

vi. Entire Agreement. These Terms, together with the Documentation constitute the entire agreement and understanding between the parties in respect of the subject matter hereof and supersede any previous communications, written or oral, between the parties.

vii. Governing Law and Jurisdiction. These Terms shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg and the courts of Luxembourg shall have exclusive jurisdiction over any dispute or matter that may arise in relation to the interpretation, application or performance of these Terms.

XI CONTACT DETAILS

If you have any questions in respect of these Terms, please can contact us at Legal-Europe@lombardodier.com.