

Welcome to our Developer's portal. Please read these Terms and Conditions carefully.

Access to our Portal and use of our APIs entails that you fully agree with the following Terms and Conditions. Due to their special characteristics that some APIs may have, Eurobank Cyprus Ltd ("Eurobank Cyprus") reserves the right to apply different terms and conditions.

**It must be noted, that these terms are also applicable for APIs provided to Third Party Providers, in accordance with the Payment Services and Access to Payment Systems Law, Directive (EU) 2015/2366 of the European Parliament and of the Council of 25<sup>th</sup> November 2015 (also known with the abbreviation "PSD 2") and all underlying or supplemental legislation and regulatory technical standards. However, in this case it is expressly stated that these terms will be complementary to what is legally foreseen and under no circumstances will they supersede the provisions of the Law nor will the provision of payment initiations services or account information services be dependent on prior acceptance of them. If, at any point, a court or a supervisory authority concludes that a certain API and for a certain use, falls within the scope of PSD 2, these Terms and Conditions will retroactively be considered to have a supplemental character.**

## TERMS AND CONDITIONS

### 1. Definitions

Developer Portal

- A. **API** - any application programming interface(s) of Eurobank Cyprus (that may consist of code, instructions and/or other data and information), as may be made available by Eurobank Cyprus in its discretion, that is intended to permit an Application to interface with the Platform in accordance with these terms and conditions.
- B. **Application** - any software application that incorporates or uses any API materials (e.g., a mobile app or web page that makes calls to an API).
- C. **User/Licensee** - you and any entity on your behalf to whom Eurobank Cyprus may provide with the use of (including access to) API Materials subject to and in accordance with these Developer Terms and Conditions.
- D. **End User** - End user(s) of an Application that interfaces with Eurobank Cyprus Platform.
- E. **API Key** - the unique string of alphanumeric characters identifying each Application and/or User of an API, assigned by Eurobank Cyprus to the User at Eurobank Cyprus's sole discretion, that is intended to enable Licensee to use such API in accordance with these Developer Terms and Conditions. For the avoidance of doubt, Eurobank Cyprus may assign or decline to assign an API Key to Licensee with respect to any API. API Keys may be subject to activation, suspension and/or deactivation by Eurobank Cyprus to ensure usage consistent with these Developer Terms and Conditions, the applicable legislative and regulatory framework in force and all applicable requirements, and for any other reason at Eurobank Cyprus's sole discretion.
- F. **API Materials** - any and all of the API(s), the API Key(s), the Documentation and any material(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 Eurobank Cyprus pursuant to these Developer Terms and Conditions or otherwise in connection with the API(s).
- G. **Platform** - the online Eurobank Cyprus system for processing and responding to requests from Applications using the API(s).
- H. **Portal** - a Eurobank Cyprus website that provides the **API Materials** and the registration function.

## **2. Registration**

Use of our APIs requires your registration and acceptance of the present Terms and Conditions. In case you are registering as a natural person, you certify that you are at least 18 years old. Likewise, in case you are registering as a legal entity, you acknowledge that you have the legal right to represent the entity and to legally accept these Terms and Conditions on its behalf. Lastly, you hereby declare that all information granted during the registration process is accurate and up to date and you agree to inform us regarding any amendment of the information provided.

## **3. API authentication**

Following your registration you will be granted an API key and secret that will be used by your Application to connect to the Platform. You are required to keep this information secret and not share it with any third party or unauthorized person, unless it is expressly foreseen in law. Other types of authentication may be requested, based on technical limitations or prerequisites.

## **4. Use of APIs**

You are obliged our APIs according for legal purposes, in good faith and in a way that will not harm Eurobank Cyprus or any other third party. In more detail, it is forbidden to use our APIs in a way that could harm the reputation or the business activities of Eurobank Cyprus, its clients and any other user of the Platform. In order to ensure that no harm may be caused, Eurobank Cyprus withholds the right, at its full and sole discretion, to request that a specific user takes additional measures regarding the use of a certain or all of its APIs. More specifically, Eurobank Cyprus may set a limitation on the API calls that a user is allowed to make within a certain timeframe.

The User will at all times ensure that the use of an API and the disclosure of any type of information to the End-User will be done as long as security considerations have first been addressed.

Eurobank Cyprus is allowed, at all times, to monitor the use of our APIs in order to avoid technical problems, improve our Platform and services, investigate if the user complies with our Terms and Conditions and the provisions of Law. Regarding the latter, the User accepts that Eurobank Cyprus, being a financial institution established in Cyprus, is bound to observe a strict legal framework regarding among other things the prevention of fraud and anti-money laundering.

Eurobank Cyprus reserves the right to request charges for any technical support it provides. Moreover, Eurobank Cyprus is entitled to perform maintenance activities of the Platform and its APIs. As long as this is possible, efforts will be made to pre-announce such activities and to narrow their timespan to a limited period of time. Nevertheless, the user acknowledges, that Eurobank Cyprus cannot be held accountable for the unavailability of the Platform and its APIs due to maintenance purposes.

Eurobank Cyprus may, at its full and sole discretion, update the Platform and any API. In such a case the previous version will be also available to the User for the minimum period required by the law.

## **5. Sandbox**

Our Platform provides a Sandbox environment that allows the testing of your Applications. The User agrees to perform diligent testing before using APIs for real purposes and will abstain real use until the correct applicability has been ensured.

The User acknowledges that use of APIs for real purposes is forbidden before prior testing and doing so will be at the User's own risk. Eurobank Cyprus withholds the right to test the User's Application and to forbid its use before it has been properly and successfully tested.

## **6. Confidentiality**

All non-public information (including communication) is characterized as confidential and can only be used within the scope and the purpose it was intended to serve. In more detail, unless it is expressly foreseen in the Law, it is forbidden to disclose this information to third persons that are not associated with you and/or are not involved with the agreed use of the Platform and the API.

## **7. Storing of Content**

Storing Content of the Platform is only permitted as long as: (a) it is technically necessary for the use of the Application and the provision of services to the End-User, (b) it is required by Law and (c) it has been requested by the End-User.

## **8. Personal Data**

The User agrees to fully comply with all applicable legislation regarding protection of personal data and acknowledges that all appropriate technical and security measures are taken so that the highest possible standards are met. The User is obliged to immediately delete all personal data that Eurobank Cyprus indicates and to take any additional measures required. Unauthorized use or disclosure of personal data is strictly forbidden. Likewise, Eurobank Cyprus will process personal data according to these Terms and Conditions and in compliance with the Cypriot and European legislative and regulatory framework. Eurobank Cyprus will make all reasonable efforts to fully secure all personal data that has been stored in the Portal or has been disclosed within the scope of the Eurobank Cyprus – User relationship. Both Eurobank Cyprus and the User are obliged to fully observe the rights of any person as foreseen in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

In more detail, Eurobank Cyprus may process and/or use personal data for the following purposes:

1. To ensure that all applicable law, regulations and supervisors' requests are observed.
2. To prevent and detect fraud and/or anti-money laundering.
3. To perform maintenance operations or technical work regarding the upgrade of the portal or the establishment of security mechanisms.
4. For identification reasons

If any data security incidents have been noticed during the use of the Platform or its APIs, please contact us immediately by sending an email at the following address [dpo@eurobank.com.cy](mailto:dpo@eurobank.com.cy). Moreover, feel free to contact us for any issue regarding data protection that might be concerning you.

## **9. Use of Eurobank Cyprus Logo or Brand**

Eurobank Cyprus reserves the right to require that the User includes Eurobank Cyprus's logo, brand or any other information, when services are provided to End-Users via the use of the Platform or of its APIs. Likewise, no Eurobank Cyprus logo,

brand or any other information or text that could imply Eurobank Cyprus's involvement may be presented to End-Users unless it is either expressly foreseen or an explicit, written permission has been given by Eurobank Cyprus in advance.

## **10. Liability**

The User accepts that although Eurobank Cyprus will try to the best of its ability to ensure availability of the Portal and the corresponding APIs, it will under no circumstances be held responsible in case, for any reason, the Portal is not accessible or available.

It is strictly stated, that you may use the Portal and the APIs at your own Risk and you will be fully liable and responsible for the development and the operation of your Application.

Eurobank Cyprus will under no circumstance be held liable for any damage caused to the User or the End-Users in all cases that a certain malfunction is general and also affects Eurobank Cyprus's own clients. Moreover, Eurobank Cyprus may only be held liable in cases of willful intent or fraud.

## **11. Amendment of Terms**

Eurobank Cyprus withholds the right, in its sole discretion, to amend these Terms and Conditions. Users will be informed for these amendments by email. As long as no written objection is expressed, continuing the use of the Platform and its APIs are acknowledged as approval of all amendments.

## **12. Termination**

Breach of these Terms and Conditions or/and violation of the Law allows Eurobank Cyprus to immediately terminate the User's registration, in which case access to the development portal will be denied and the respective API keys will be either canceled or blocked. Depending on the underlying reason of the Termination, Eurobank Cyprus may allow the User to remove, within a period that cannot exceed five working days, any content stored on the User's Application or may deny access completely.

## **13. Governing Law and jurisdiction**

The use of the Platform and its APIs is governed by Cyprus Law.

Any disputes in relation to the use of the Platform and its APIs as well as disputes arising out of these Terms and Conditions will be submitted to the exclusive jurisdiction of the competent courts of Cyprus.