



Open banking^{TB}

Open banking^{TB} APIs and Developer Portal - Terms & Conditions

END USER LICENSE AGREEMENT

The use of the **Tatra banka, a.s. - Open banking^{TB} and functionality of available APIs** (henceforth the "API") and **Developer portal** (henceforth „Portal“) is subject to the terms and conditions in this End User License Agreement (EULA). Please read these terms and conditions carefully. By using the API and Developer Portal you certify that you have read and understood the EULA and agree to its terms.

By giving you access to the API and Portal, Tatra banka, a.s. (henceforth „Tatra banka“) grants you a limited, non-exclusive, non-transferrable, revocable license to use the API and Portal in accordance with fair use, as defined below. Fair use of the API and Portal constitutes using the interface and documentation solely to assess the feasibility of using, and test the implementation of, the API and Portal in a production environment. Any misconduct in relation to the fair use of the API and Portal (such as, but not limited to, excessive use, misuse or willful disruptions of the API and Portal) may, at Tatra banka's discretion, result in suspension of your access to the API and/or Portal, as well as legal actions.

Tatra banka provides the API and Portal "as is" and "as available", without express or implied warranty. Tatra banka expressly disclaims all warranties of any kind, whether express or implied. Tatra banka makes no warranty that the API and Portal will meet your requirements, that the API and Portal will be uninterrupted, timely, secure or error-free or that the results obtained from the use of the API and Portal will be accurate or reliable. Unless explicitly stated otherwise, any new features augmenting or enhancing the current API and/or Portal, including the release of new properties and functionality, are subject to this EULA. By receiving access to the API and Portal, you are allowed fair use of the API and Portal. Fair use of the API constitutes using the interface and documentation solely to assess the feasibility of using, and test the implementation of, the API and Portal in a production environment.

Tatra banka reserves the right at any time to modify or discontinue, temporarily or permanently, the API and/or Portal (or any part thereof) with or without notice. You agree that Tatra banka will not be liable to you or to any third party for any modification, suspension or discontinuance of the API and/or Portal.

This license is valid indefinitely or until terminated by either party. Tatra banka reserves the right to terminate your license, immediately and at its discretion, with or without notice, specifically, but not exclusively, in case of any misconduct in relation to the fair use of the API and/or Portal.

You agree that Tatra banka will not be liable to you or to any third party for any termination of your access to the API and Portal.

GENERAL INFORMATION - Choice of Law and Forum

This license and the relationship between you and Tatra banka shall be governed by the laws of Slovak Republic without regard to its conflict of law provisions. You and Tatra banka agree to submit to the exclusive jurisdiction of the Standing Arbitration Court of the Slovak Banking Association. The seat of the arbitration shall be Bratislava, Slovak Republic. The arbitration proceedings and award shall be maintained by the parties as strictly confidential, except as is otherwise required by law.

Tatra banka, a.s. (10.1.2018)