API Agreement (v1.0)

The basics

1. The payware API Platform

Welcome to the **pay**ware Partner Platform! **pay**ware LLC and its affiliates (referred to as **payware, we, our** or **us**) have created these Terms and Conditions (these **Terms**) so that partners like you can enjoy the benefits of our Partner Platform while protecting both **pay**ware's and its users' rights.

These Terms incorporate the payware Framework Agreement by reference. The Framework Agreement contains general legal terms, platform safety rules, liability provisions, and administrative procedures that apply to all payware accounts and services. In the event of a conflict between these Terms and the Framework Agreement, these Terms shall prevail.

These Terms govern your access to and use of our APIs, SDKs, app keys and access tokens, and partner webpages and documentation (**Documentation**) (collectively, the **Partner Platform**). The Partner Platform is designed to allow you to integrate your new and existing applications, products, and services (**Your Product**) with **pay**ware's own applications, products and services (collectively, the **payware Service**), through integrations via the Partner Platform (**Your Integration**).

By clicking on **I agree** (or a similar box or button) or using the Partner Platform, you agree to be bound by these Terms. In these Terms, you are referred to as **Partner** or **you**. The term "Partner" is used in these Terms in a technical sense for any account type accessing the Partner Platform; it does not confer or imply participation in the **pay**ware ISV Partner Program or any other **pay**ware partner programme, whose terms apply separately. **Partner** or **you**, also means:

- your company - if you are agreeing to these Terms on behalf of your company; and
- the Ultimate Recipient - if you are providing application development services or are otherwise acting as a connector to a third party (the **Ultimate Recipient**) that will receive or otherwise benefit from any data, content or information of a user, including where such data is aggregated by you across more than one user (**User Data**) obtained through the Partner Platform (i.e., you are a **Connector**), you represent that you are acting as an agent of the Ultimate Recipient and you have the authority to bind the Ultimate Recipient to these Terms.

You will procure that any third-party subcontractor that you use complies with these Terms.

2. Registration

To access the Partner Platform, you must follow the registration process established by **pay**ware. **pay**ware may approve or deny access to the Partner Platform in its sole discretion. When you register, you may be subject to **pay**ware's Merchant Account Terms, Financial Institution Account Terms, Independent Software Vendor Terms and Privacy Notice, as well as any additional registration terms specified by **pay**ware. You cannot develop any Integrations or associated services that are in contravention of the **pay**ware's Terms and Policies.

Using the API

3. Your Use Rights

Subject to these Terms, you may use the Partner Platform solely to enable Your Product to access or interface with the **pay**ware Service and as set forth in these Terms (your **Use Rights**). Your use must be as permitted in our Documentation and is subject to call, usage and other limits as described in the Documentation (as may be modified from time to time, and which are incorporated into these Terms) or as we otherwise notify you. All of your rights are non-assignable, non-transferable, and non-sublicensable.

Unless otherwise specified in these Terms, your use within these Use Rights is permitted within the boundaries stipulated in your account plan, but not to exceed, the **pay**ware API limits set forth in the Documentation (including specific rate limits and fair-use policies applicable to sandbox and testing environments). **pay**ware reserves the right to change this arrangement with prior notice to you.

If you are a Connector, you are only permitted to pass through any User Data to the Ultimate Recipient on behalf of which you are connecting to the Partner Platform.

If you subcontract the development of Your Product, You will procure that any third party subcontractor engaged by you is only passing through any User Data to you. Such subcontractors shall have no other use rights.

You agree not to use, nor permit any third party to use the Partner Platform in a manner that violates any applicable law, regulation or these Terms.

If you are unsure whether your intended use case(s) comply with these Terms, please reach out to partners@payware.eu before investing time and resources into building Your Product's integration with **pay**ware. **pay**ware reserves the rights to modify or amend this policy, in its sole discretion, at any time.

Rate limiting, throttling, or temporary access restrictions applied in accordance with the Documentation do not constitute a service interruption or breach of these Terms, and payware shall not be liable for any losses arising from such measures applied within documented limits.

4. Support and Modification

While we may provide you with support or modifications for the Partner Platform, we are not obligated to do so and have no obligation to fix or respond to errors you may encounter. In our discretion and without liability to you, or with prior notice, we may add, remove or modify any features of the Partner Platform; impose additional eligibility requirements or restrictions for access to the Partner Platform; or discontinue the Partner Platform.

Notwithstanding the foregoing, payware shall provide at least sixty (60) days' prior written notice before retiring or discontinuing a major API version, and at least thirty (30) days' prior written notice before introducing breaking changes to an existing API version, except where a longer adoption period is expressly granted under the ISV Partner Program Terms, the Financial Institution Partnership Terms, or a specific Addendum. Non-breaking changes, such as the addition of new endpoints or optional fields, may be introduced without prior notice. Your integration must employ tolerant parsing and must not reject API responses containing previously unknown fields; implementations that impose strict schema validation do so at their own risk, and any resulting integration failures shall not constitute a service disruption by payware. The tolerant-parsing obligation applies to responses and messages payware sends to you; it does not entitle you to inject, pad, or transmit extraneous, non-functional, or

excessive data into requests, message metadata, or fields retained by payware, and payware may validate, reject, truncate, rate-limit, or charge for the storage or processing of data that exceeds reasonable functional limits.

5. Branding and Publicity

a. Brand Features

Brand Features means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. You may not use **pay**ware Brand Features without **pay**ware's prior written consent. You give consent to **pay**ware to use your Brand Features within its applications and services so that users can access Your Integration. You agree to provide **pay**ware with appropriate Brand Features for this purpose.

b. Publicity

You may promote Your Integration, including talking to traditional and online media and your users about Your Integration, but you may not issue any formal press release via traditional or online media referring to **pay**ware without **pay**ware's prior written consent. You may not make any legal representations, guarantees or warranties on behalf of **pay**ware or with respect to the Partner Platform or the **pay**ware Service. If you become aware that any public-facing articles are being developed by independent publications or authors connecting Your Integration to **pay**ware, then you agree to immediately inform **pay**ware at media@payware.eu.

payware may publicly refer to you, orally or in writing, as a user of the Partner Platform. We may also publish your Brand Features (with or without a link to Your Product) on our websites, in press releases, and in promotional materials without your prior consent.

Our rights

6. Your Responsibilities

a. User Relationships

Any user's access or use of the **pay**ware Service itself is subject to **pay**ware's Terms and Policies or other applicable terms agreed by **pay**ware with the user, not Your Terms. Your Product must include your own legally binding terms of use and Privacy Notice (**Your Terms**) that are publicly available to your third-party users. If a user of the **pay**ware Service allows Your Product to retrieve any User Data from the **pay**ware Service, you must (1) access only the minimum data fields Your Product needs to work properly, as permitted by the user and (2) ensure the User Data is collected, processed, transmitted, maintained and used in accordance with Your Terms, all Laws (defined below) and reasonable measures that protect the privacy and security of the User Data, including at a minimum:

- ensuring that any **pay**ware data held in your systems is stored in a secure way;
- in the event of any breach of security or possible breach of security which has the potential to expose information such as **pay**ware customer data, public/private key certificates, tokens or other sensitive details, you must immediately advise **pay**ware by emailing security@payware.eu.
- highly sensitive data such as signing certificates used to sign requests should be stored in a secure manner where access is strictly controlled and not publicly accessed (such as being stored within the web root);

- ensuring access control mechanisms exist for your operational staff, and appropriate policies are set about appropriate use of data;
- not using shared hosts, as there's a chance that other users will be able to access your **pay**ware API credentials and access the API, or that they will be able to access the data once it arrives in your database;
- securing all transmissions of User Data and all API communications using industry-standard encryption (such as TLS 1.2 or higher); and
- adhering to and publishing a privacy policy which can be accessed from your website.

Without limiting the foregoing, Your Terms must contain clear and legally adequate disclosures about the nature of Your Product's integration with **pay**ware and the User Data you are collecting and how you may use it.

b. API-Specific Prohibitions

In addition to the general platform restrictions set out in Section B.4 of the Framework Agreement, you agree not to use, nor allow any third party to use, the Partner Platform to:

- try to exceed or circumvent limitations on calls and use;
- create multiple versions of Your Integration that access the Partner Platform for the same or similar usages (e.g. creating customer-specific versions of Your Integration);
- sublicense **pay**ware APIs for use by a third party;
- use User Data to assist with any unsolicited marketing communication (electronic or otherwise) to any person;
- resell (for a fee, or any other commercial benefit) any User Data (for clarity, as used in this Section 6.b., "resell" does not include your charging subscription fees for access to Your Product, generally);
- transfer any User Data, in the form provided through the Partner Platform, to any third party;
- permit any third party to use any User Data, for any purpose not directly related to your advertised service offering, including but not limited to the on-sale of transactional bank feed data or any revenue generating product or services; or
- create an API or similar function designed to help you enhance your websites and/or Your Product that functions substantially the same as any of our APIs and offer it for use by third parties.

c. Your Representations and Indemnity

You are solely responsible for your use of the Partner Platform, Your Product and any data or content that you use with the Partner Platform.

You represent and warrant that (a) you have full power and authority to enter into and perform these Terms; (b) your use of the Partner Platform and Your Product will not violate any third party rights (including intellectual property rights and rights of privacy or publicity) or any laws, rules, regulations or orders, including those relating to data privacy, data transfer, international communications and the export of technical or personal data (**Laws**); (c) all information you provide to **pay**ware is and will be true, accurate, and complete; and (d) you will not interfere with **pay**ware's business practices, the way in which it offers the **pay**ware Service or the Partner Platform or any third party products or networks used with the Partner Platform. You will indemnify, defend (at **pay**ware's request) and hold harmless **pay**ware and its affiliates and their respective directors, officers, employees, agents, contractors, end users and licensees from and against any claims, losses, costs, expenses (including reasonable attorneys' fees), damages or liabilities based on or arising from (i) your use of the Partner Platform, (ii) Your Integration and your relationships or interactions with

any users or third party distributors of Your Integration, or (iii) your breach or alleged breach of these Terms. **pay**ware may at its own expense participate in the defense and settlement of any claim with its own counsel, and you may not settle a claim without **pay**ware's prior written consent (not to be unreasonably withheld).

7. Intellectual Property Rights and Additional Terms

a. **pay**ware Independent Development and Patent Issues

You understand and acknowledge that **pay**ware may be independently creating (or may receive from third parties) features, applications, content, or other products or services that may be similar to or competitive with Your Product, and nothing in these Terms will be construed as restricting or preventing **pay**ware from doing so. In addition, in order to allow others to benefit from the Partner Platform, you agree not to assert (or assist or encourage anyone in asserting) any patent claims against **pay**ware (or its users, customers, partners, or agents, or **pay**ware's or their respective successors and assigns) where such patent claim relates to the integration, combination or interface of any applications, products or services with the **pay**ware Service or our other products or services.

No Intellectual Property Claim. For the avoidance of doubt, **pay**ware does not claim ownership of, nor demand any license to, any of your pre-existing intellectual property rights or proprietary infrastructure, other than the minimum permissions strictly necessary to process your API calls and display your integration to your users as requested by you.

b. Partner Exception to Privacy Notice

payware may reveal personal information about partners for attribution purposes, handling inquiries from users or potential users, and other purposes **pay**ware reasonably deems necessary under these Terms. You understand and agree that **pay**ware may access, preserve, and disclose your personal information and your partner account details if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to comply with legal process or to protect the rights, property, or safety of **pay**ware, its affiliates or partners, its users, or the general public.

c. **pay**ware's Rights

As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to the Partner Platform, **pay**ware Service, **pay**ware's Brand Features, our other products and services, and all related technology, websites and content, and any modifications or derivative works of the foregoing (collectively, the **payware Materials**). Except for the limited use right expressly granted to you under these Terms, **pay**ware does not grant you any right, title, or interest in the **pay**ware Materials. If you provide us with any suggestions, comments or other feedback relating to the **pay**ware Materials (**Feedback**), you grant us a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify, sublicense (through multiple tiers) and otherwise exploit the Feedback (including any ideas, concepts, methods, know-how or techniques embodied in Feedback) for the purpose of improving the payware Materials, without any restriction or obligation to you based on intellectual property rights or otherwise.

Your Content and Derived Data. The provisions of Section C.8 (Derived Data Ownership) of the Framework Agreement apply. You retain ownership of all content, data, and information you submit through the Partner Platform, including Your Integration and your business profile. **pay**ware owns all Derived Data as defined in the Framework Agreement.

d. Your Integration

You retain ownership of any intellectual property rights in Your Integration, subject to **pay**ware's rights in any underlying **pay**ware Materials. You agree to provide us with a reasonable number of copies of or other access to Your Integration. During the term of these Terms you hereby grant to us a paid-up, royalty-free, non-exclusive, worldwide, irrevocable, right and license, under all of your intellectual property rights, to: (a) use, perform, and display Your Integration and its content for purposes of our internal testing purposes (including security testing) and for marketing, demonstrating, and making your Integration available to users; and (b) link to and direct users to Your Product and Your Integration. Following the termination of these Terms and upon written request from you, **pay**ware will make commercially reasonable efforts, as determined in its sole discretion, to remove all references and links to Your Integration from **pay**ware's website and the **pay**ware Service. **pay**ware has no other obligation to delete copies of, references to, or links to Your Product.

8. Financial Services Licenses

If you use the Partner Platform and provide a financial service or product, you are prohibited from using the Partner Platform unless you obtain **pay**ware's written consent to each financial services use case (Valid Permission, which is deemed automatically granted if you have an executed Financial Institution Partnership Addendum in place with us). Further, you represent, warrant and covenant on a continuing basis that you:

- have obtained Valid Permission from **pay**ware for each Financial Services use case relating to Your Product;
- will not use the Partner Platform for generating a lead for another financial service provider, for populating, informing, or distributing enquiries or applications for another financial services provider.
- will not act as an aggregator/distributor of above-mentioned leads, enquiries, or applications populated with **pay**ware subscription data or in any other way facilitated by the **pay**ware API;
- will not use the Partner Platform for development or enablement of a price comparison tool for financial services (for clarity, this does not prohibit internal analytics dashboards or reporting features within Your Product that display performance metrics or transaction data across payment methods, provided they are not marketed or positioned as a financial services comparison tool);
- will not imply, directly or otherwise, that **pay**ware endorses, underwrites, brokers, or makes any warranties or commitments around financial services;
- will comply with all Laws pertaining to the provision of financial services; and
- will immediately notify **pay**ware of any additional intended financial services use cases for Your Product (whether new or existing applications) and obtain Valid Permission for those new use cases prior to implementing them. For the avoidance of doubt, Valid Permissions extend solely to use cases specified at the time Valid Permission is obtained.