

TERMS OF USE "APIs OF DE VOLKSBANK NV"

1. Introduction

These Terms of Use apply to the access and use of Application Programming Interfaces (APIs) of de Volksbank NV. You can find information about the APIs in the Developer Portal and its accompanying website of de Volksbank NV.

You already have access to the Developer Portal of de Volksbank NV and you are registered on behalf of your organization as "Organization Administrator". In this capacity you can submit an application on behalf of your organization to access and use one or more APIs from de Volksbank NV. You can read more about this in these Terms of Use.

Who is de Volksbank NV

De Volksbank NV ("de Volksbank") has its registered office and business office at Croeselaan 1, 3521 BJ, Utrecht. De Volksbank is registered at the Chamber of Commerce Midden-Nederland under number 16062338.

De Volksbank is registered with De Nederlandsche Bank and has a license to carry out banking operations, which include payment services for retail and corporate customers. De Volksbank does this under, amongst others, the trade and brand names SNS, ASN Bank and RegioBank. De Volksbank is also registered with the Dutch Authority for the Financial Markets (AFM).

APIs of de Volksbank

The APIs about which you can find swagger information in the Developer Portal, and to which you can gain access as a Third Party Payment Service Provider (TPP), are designed for Payment Initiation Services (PIS), Account Information Services (AIS) and Confirmation Availability of Funds (CAF) services for customers with an online available payment account with the brands SNS, ASN Bank and/or RegioBank of de Volksbank. Separate APIs for each brand have been and are being developed, for PIS, AIS and CAF.

On the website <https://openbanking.devolksbank.nl> you can find an overview of these APIs and further information about them.

This website also indicates per API whether it is a so-called "Sandbox-API" (for test purposes) or if it is a "production API" that can actually access the payment accounts of the customers of SNS, ASN Bank or RegioBank who want to make use of the PIS and/or AIS services of your organization as TPP.

For APIs that your organization wants to gain access to and use, you have to submit a request from your Developer Account. You have to do this for each application you defined within the Developer Portal.

2. Requesting access to API for your application

Application request

Only if you are registered as an Organization Administrator in the Developer Portal you can, in that capacity, per application defined by your organization, file a request on behalf of your organization to access a PIS, AIS or CAF API from SNS, ASN Bank or RegioBank. More information about each available API (including technical description, specific purpose and the exact "as-is" status of the API) can be found at <https://openbanking.devolksbank.nl>.

By submitting the application request you agree with the applicability of these Terms of Use on behalf of your organization and you also declare that you are authorized by your organization to do so.

You can only submit a request for access to a (production) API if you represent an organization that provides TPP services on the basis of the required PSD2 PIS license or AIS or CAF registration at De Nederlandsche Bank (whether or not via "passporting").

When requesting access to an API, de Volksbank asks you to provide some information, including the statutory and trade name of your organization, country code of residence and the national identification number.

Closely follow the application instructions as described on <https://openbanking.devolksbank.nl> (get started page). If you deviate from these instructions, de Volksbank may refuse the application.

De Volksbank can refuse a request for access to the API also for other reasons, for example if it appears that your organization does not have the therefore required PSD2 PIS license or registration to AIS or CAF from De Nederlandsche Bank (whether or not through "passporting").

Certificates

With your application request you must also provide the certificates of your organization issued by an (independent) Qualified Trusted Service Provider. This must be provided with every application request. You need to supply this within 5 business days after de Volksbank requests you as Organization Administrator by e-mail to provide these certificates to de Volksbank. If you do not provide your certificates within that period, de Volksbank has the right to refuse the request.

Client ID and Client Secret

If and after de Volksbank has approved your request for access to an API with the application defined by your organization, you as Organization Administrator will receive a Client ID and an associated Client Secret for your application. You must keep the Client Secret secret, store and handle it carefully and only use it for the application in question. You and your organization are not allowed to rent, sell, sublicense, disclose in the public domain or distribute the Client ID and Client Secret to any third party.

The Client ID and Client Secret are only provided to enable your organization to use the API for the purpose for which it was developed and made available .

3. Use of the API; general

You and your organization are solely responsible for all activities related to the use of the API. In doing so, you must continue to comply with the instructions, documentation, system and software requirements, and other requirements that are made available by de Volksbank for the benefit of the API. Furthermore, your organization must fully comply with the laws and regulations applicable to this use.

You and your organization are not allowed to:

- use the API for any other use (in whatever form and in whatever way or purpose) than for the purpose and use of this API in accordance with these Terms of Use;
- perform activities that may hinder others in accessing or using the API;
- carry out activities that may cause damage or other adverse consequences to the operation and safety of the API and/or the systems and services of de Volksbank and its brands, or the unauthorized access thereto or to the accounts of the customers of SNS, ASN Bank or RegioBank;
- perform activities that are in violation of applicable laws and regulations, (intellectual property) rights of de Volksbank and third parties (including its licensors), or that could damage the reputation and activities of de Volksbank and its brands, or that otherwise would be unlawful towards it.

De Volksbank is authorized to monitor the use of an API by your organization for the following purposes:

- for the prevention of fraud or abuse;
- to avoid "congestion" problems;
- for the performance, evaluations and improvements of the API and API services.

If de Volksbank requests to do so, your organization will provide any reasonable cooperation, for example in the case of inquiries based on complaints or claims from customers regarding unauthorized access to or use of their payment accounts if these have passed through your application.

The use of a production API

De Volksbank's production APIs give your organization *actual* access to the online payment accounts and account details of the customers of SNS, ASN Bank and RegioBank.

Your organization can thus gain access to a customer's payment and account details via its application and the Volksbank production API; however, only if and after this customer has given their consent, for example to initiate a payment or to retrieve account data. You may use this access only for the specific purpose and execution of the transaction, for which the customer has given you permission. This also applies to the (account) data that you receive for the customer in that context. It goes without saying that your organization must fully comply with all laws and regulations that apply or will be applicable, such as -but not limited to- the GDPR, PSD2 and the current Regulatory Technical Standards and Guidelines of the EBA.

When using an Account Information Services API from one of the de Volksbank brands, your organization may collect account data from a customer of that brand if and after this customer has given your organization authorization to do so. This authorization, given via Strong Customer Authentication, is valid for a maximum of 90 days, unless the customer withdraws this authorization earlier. During this period, your organization can send a data request ("API Get call") to de Volksbank for this customer no more than 4 times per calendar day if the customer is not directly involved during the execution of these requests. A customer is not directly involved if they are not in a communication session at the time of the request, i.e. not actively viewing the data or executing an action to refresh the data to be displayed.

De Volksbank is entitled to monitor this. If the frequency is higher than 4 times per day in accordance with the above conditions, de Volksbank has the right to throttle in the execution of the requests or to perform no further requests for that day.

4. User license and intellectual property rights

The Developer Portal, including its content and the APIs made available through the portal, are the property of de Volksbank and/or its licensors. This includes all intellectual property rights that rest on it.

By obtaining access to an API you may use this API on behalf of your organization for the duration of the registration. This user license is limited to the purpose and use for which the API is intended on the basis of these Terms of Use and the Developer Website and is non-exclusive, non-transferable and may not be sublicensed to third parties.

You and your organization are not entitled to any use of the brand names, logos and trademarks of de Volksbank and its brands/labels, including SNS, ASN Bank and RegioBank, unless de Volksbank has granted explicit written permission for this.

Your organization itself remains the owner of the intellectual property rights which rest on its application. However, you grant de Volksbank a limited and not exclusive right to use this application to the extent necessary for the operation, adaptation or extension of its Developer Portal, its APIs and related services. If de Volksbank requires additional information or cooperation from your organization, your organization will reasonably comply with this.

5. Confidential information

The information (including data and software) that you receive or derive on behalf of your organization from the Developer Portal and the APIs of de Volksbank is strictly confidential. You may not disclose or share this information in any way with third parties without prior written permission from de Volksbank, both during and after your registration in the portal.

With regard to this confidential information, you, users designated by you, and your organization must ensure that:

- all reasonable measures have been taken for the safe processing, keeping and storing of this information. These measures should ensure a level of safety that is in accordance with the risks of processing, keeping and storing this information and its confidential nature;

- the information can be used only in accordance with the safety requirements that de Volksbank describes in the Terms of Use and on its website;
- this information is only used for the purpose for which it was provided by de Volksbank under these Terms of Use;
- dissemination of this information within your organization is limited to the persons for whom it is necessary to know about the intended use of the APIs;
- the information is not kept longer than is necessary for its use.

6. Communication

In the Developer Portal and on the website you will find the contact details of de Volksbank. You can use these contact details for:

- questions about the Developer Portal and the available APIs and services;
- technical support;
- reporting problems, data breaches or security incidents when using the Developer Portal or APIs immediately upon noticing these;
- questions or requests regarding the use, correction or deletion of your personal data.

De Volksbank communicates with you through the specified e-mail addresses and its website.

If you give de Volksbank feedback (for example comments, ideas and suggestions) then de Volksbank may use this free of charge, worldwide and without limitation to improve its Developer Portal, its APIs and its API services.

7. Availability, maintenance and support, new releases

De Volksbank developed its Developer Portal and APIs with the greatest care. However, de Volksbank cannot guarantee that they are continuously available and always operate without interruptions, defects or errors, or that the information provided is complete, correct and up-to-date.

De Volksbank uses reasonable efforts to provide you with technical support for using the Developer Portal and APIs. De Volksbank does, however, assume that you and your organization also have a sufficient level of knowledge and experience with IT as well as access to and use of APIs. De Volksbank is not obliged to provide you with a certain result or to reach certain service levels unless, and insofar as this is explicitly stated otherwise or mandatory, law requires this. In order to be able to offer the best possible functioning, De Volksbank has to regularly maintain its website, Developer Portal and APIs, or provide updates. Such maintenance and updates are announced in advance on the website or by e-mail. This may mean that these services might sometimes be unavailable for a certain limited time. De Volksbank is not liable for any nuisance or damage your organization may experience from this.

De Volksbank has the right to launch new versions of existing APIs. When your organization already uses this API (or when your request for access is approved but your organization does not yet use this API) de Volksbank informs you as Organization Administrator(s) on the basis of the data known to it. De Volksbank has the right, after informing you in accordance with the foregoing, to oblige your organization after 3 months to use the latest version of the API and to discontinue the services under older versions of this API. The aforementioned period may be

longer if de Volksbank deems that 3 months for all parties involved seems not to be reasonably feasible.

8. Managing your data and certificates

As Organization Administrator you are responsible for keeping your details and those of your organization, which you have provided to de Volksbank (such as your name and e-mail addresses, statutory name, trade name, country code of residence and national identification number), up to date. Communicate changes to this information in a timely manner to de Volksbank.

The certificates, as referred to in paragraph 2, have a limited period of validity. You also might have had your certificates adjusted, extended or withdrawn yourself. As Organization Administrator you, on behalf of your organization, are responsible for the timely delivery of new valid certificates. This also applies to certificates that have been modified, extended or revoked by your organization. If you do not do this in time, de Volksbank has the right to revoke the access.

9. Changes

De Volksbank has the right to change these Terms of Use or other terms of use that govern the use of an API to which you have been granted access. Changes are published on the website. De Volksbank will inform you, as Organization Administrator, by e-mail. Changes come into effect one month after de Volksbank has announced them. De Volksbank can shorten this period or allow the changes to take effect immediately if the reason and circumstances justify this objectively, for example in the event of a change as a result of regulations or a new relevant functionality. By continuing your use of the Developer Portal and any APIs after the changes come into force, you and your organization are deemed to have agreed to these changes.

De Volksbank can change, expand and remove the functionalities, specifications and services of the Developer Portal and the APIs. De Volksbank will endeavor to inform you as soon as possible unless this is not reasonably possible, for example when the change or removal is required in connection with a calamity or threat to the security or integrity of the Developer Portal and/or the APIs .

If something changes for you or your organization that may affect the use of the Developer Portal or the APIs, you must inform us immediately. For example if you are no longer part of your organization that you represent towards de Volksbank, or when your organization merges, is taken over or changes or discontinues its activities relating to PIS, AIS or CAF services. You must also inform us when your organization no longer has the required authorization from or registration with De Nederlandsche Bank.

10. Starting and ending access API

These Terms of Use apply once de Volksbank has approved your application for access to an API for your application.

De Volksbank has the right to suspend or terminate your registration, as well as the use of the Developer Portal and the APIs to which access has been granted, with immediate effect if you or your organization:

- violate these Terms of Use or applicable laws and regulations;

- are declared bankrupt or a moratorium is granted;
- by action or as a result of incidents at the side of you and your organization threaten the continuity, security and/or integrity of the Developer Portal, the APIs or de Volksbank systems, or if you could damage the reputation of de Volksbank and the interests of the customers of its brands;
- no longer have a license to provide PIS services or a registration for the provision of AIS or CAF services.

De Volksbank also has the right to throttle in the execution of orders from your organization to de Volksbank when the continuity of the service in general is in question.

11. Liability

The use of the Developer Portal, the information made available and -if access to them is granted- the APIs are at your and your organization's own risk. These are made available to you on an "as is" and "as available" basis and can be subject to changes that are still to be implemented, for example to connect market initiative standards such as the Berlin Group Standards. You can find more information about this on the website. You are entirely responsible for the development, the functioning and the maintenance of your application and the adjustments that you make, if these are the result of changes de Volksbank in its turn implements for its Developer Portal, the content and its APIs.

Any liability of de Volksbank is excluded (to the extent and to what extent this maximally legally is permitted) including liability for unforeseen inaccuracies, incompleteness or incorrectness of the information and content provided by the Developer Portal or the APIs and its functioning and availability. Insofar as you or your organization may experience damage from this -in whatever form or size- de Volksbank is not liable.

You and your organization indemnify de Volksbank for claims by third parties for compensation of loss or damage suffered by them (in whatever form) insofar as this ensues from the use of the Developer Portal or the APIs by your organization, even if they result from failure to comply with these Terms of Use.

12 . Sandbox APIs and test data

In addition to its production APIs, de Volksbank also developed sandbox APIs for her brand SNS, for PIS, AIS and CAF. These sandbox APIs are made available and may only be used for testing purposes only. The sandbox environment contains only mock/dummy data, provided by de Volksbank. Only this mock data and your own data may be used in the sandbox.

In derogation of the application and use of the production APIs, it is not necessary for your organization yet to have a PSD2 license to provide PIS services or a registration for the provision of AIS or CAF services if you want access to and use the sandbox APIs as long as your organization applied for such a license from or registration with De Nederlandsche Bank or the competent authority in your own EU country. In that case, when requesting access to a sandbox API you will be asked to provide de Volksbank the necessary information about the application by your organization for this license and/or registration.

Furthermore, these Terms of Use also apply to these sandbox APIs and test facilities.

13. Other

If any provision from these Terms of Use should lose its validity or enforceability, this does not affect the validity and enforceability of the other provisions.

Also applicable -insofar as these Terms of Use do not deviate from them- are:

- Copyright statement from de Volksbank.
<https://www.devолksbank.nl/-de-volksbank-n.v.-2017-1.html>
- Disclaimer on de Volksbank website. This applies accordingly to the website for the Developer Portal.
<https://www.devолksbank.nl/disclaimer-3.html>
- Privacy and Cookie Rules de Volksbank NV.
<https://www.devолksbank.nl/privacy-and-cookie-rules-1.html>

Dutch law applies to these Terms of Use. The competent court in Utrecht has exclusive jurisdiction to hear any dispute from or in connection with these Terms of Use. Disputes concerning this must be submitted to the court in Utrecht.

These Terms of Use, as well as the information made available through the Developer Portal, have been drawn up at the moment that PSD2 has been introduced in the Netherlands and the relevant Regulatory Technical Standards of the EBA, including in particular the RTS on SCA & CSC, are not yet in force. Where necessary, these Terms of Use and the information referred to will be adjusted to comply with these regulations.

These Terms of Use apply from September 14, 2019