

TERMS OF USE DEVELOPER PORTAL "DE VOLKSBANK NV"

1. Introduction

Welcome to the Developer Portal of de Volksbank NV. Here you can:

- get information on the functioning of the Application Programming Interfaces (APIs) of de Volksbank NV in the form of API swagger information, in the role of "User";
- manage your user administration within the Developer Portal of de Volksbank NV, in the role of "Organization Administrator";
- submit an application to gain access to and make use of the APIs van de Volksbank NV, in the role of "Organization Administrator". If you use an API from de Volksbank NV, the 'Terms of Use Application Programming Interface de Volksbank NV' apply.

To access the Developer Portal of de Volksbank NV, you must first open a Developer Account with us. This document provides information on how to do this. It also includes the Terms of Use Developer Account, which applies to the opening and use of your Developer Account.

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.

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. Open and use a Developer Account for your organization

Application and registration

To access the Developer Portal you must first request and enable a Developer Account on behalf of your organization. By requesting and activating this account you agree with these Terms of Use on behalf of your organization. By registering you declare to be authorized to agree to this on behalf of your organization. You also declare to be authorized by your organization to open and use a Developer Account, and to use this to submit a request for access to one or more APIs of the brands of de Volksbank if you wish to do so.

When you apply for an account, de Volksbank will ask you for details about your organization and your business e-mail address. De Volksbank then sends an e-mail to this e-mail address, asking you to activate your account and enter your username and password.

Your username and password are strictly for personal use. Never share your username and password with other people, including people within your organization. You are responsible for the safe use of your account, your username and your password. De Volksbank does not accept any liability for unauthorized use thereof.

Organization Administrator and the "User administration" of your organization

When you are the first to request an account from de Volksbank on behalf of your organization you will be given the role of Organization Administrator. In this capacity you can grant other persons (user accounts) rights within your organization, including access and use of the Developer Portal. You can also assign a person with a user account the role of Organization Administrator. As Organization Administrator you are responsible, on behalf of your organization, for keeping account e-mail addresses and user level access rights up-to-date. This includes access and use of the Developer Portal.

As an Organization Administrator, you are responsible on behalf of your organization for assigning user accounts only to those persons within your organization who are authorized to do so. You must inform these persons through <https://openbanking.devolksbank.nl> that these Terms of Use apply to the access and use of the Developer Portal and the content and services made available therein.

Only persons in the capacity of Organization Administrator can submit an application for your organization to access the APIs of de Volksbank, using their Developer Account from the Developer Portal.

De Volksbank may refuse an application for access and registration to the Developer Portal. It may do so, for example, if it appears that you are not representing an organization that as TPP provides services based on a required PSD2 PIS license from, or AIS or CAF registration at, De Nederlandsche Bank (whether or not through "passporting").

De Volksbank reserves the right to remove/clean users and e-mail addresses if these users have not undertaken any activities in the Developer Portal for 12 months .

Using the Developer Portal of de Volksbank

You and your organization are solely responsible for all activities related to the use of the Developer Portal and the services and information contained therein, including the API swagger information. 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 Developer Portal. 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 content and services of the Developer Portal for any other use (in whatever form and in whatever way or purpose) than for the purpose and use of this portal in accordance with these Terms of Use;
- perform activities that may hinder others in accessing or using the Developer Portal;
- carry out activities that may cause damage or other adverse consequences to the operation and safety of the Developer Portal and/or the systems and services of de Volksbank and its brands, or that may result in unauthorized access thereto;
- 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.

3. 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 (successfully) opening and registering your Developer Account you may use the Developer Portal on behalf of your organization for the duration of this registration. This user license is limited to the purpose and use for which the Developer Portal 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 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.

4. 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 only be used 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.

5. Personal data

Your organization must comply with all applicable regulations regarding personal data and privacy.

De Volksbank processes the personal data we collect from you, from designated users in your organization, and from any other persons in your organization in accordance with the applicable regulations and conform its Privacy & Cookie Rules.

<https://www.devolsbank.nl/privacy-and-cookie-rules-1.html>

This concerns the following data: name and e-mail address.

We may use this personal information for the following purposes:

- for requesting and registering a Developer Account for the Organization Administrator;
- for registering the users you designated within your organization (user accounts);
- for identification and verification purposes;
- for fraud detection and prevention;
- for informing you about news, updates, changes and other relevant matters concerning the Developer Portal, the APIs, the website, the Terms of Use, and the services;
- for contacting you in case of problems and security or compliance incidents.

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 Developers 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 limitations to improve its Developer Portal, its APIs and its API services.

7. Availability, maintenance and support

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. 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.

8. 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.

9. Duration and termination Developer Account

These Terms of Use apply once you have (successfully) opened your Developer Account and remain in force as long as the Organization Administrator or any other designated user of your organization uses the Developer Account.

If you have not logged on to your Developer Account or otherwise used the Developer Portal for a period of 12 months, de Volksbank has the right to deactivate or terminate it. This also applies to the accounts of the users you designated within your organization; de Volksbank can terminate these user accounts for the same reason.

De Volksbank can always terminate your registration with a notice period of 1 month, unless an urgent reason or statutory provision opposes this.

De Volksbank is entitled 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, safety and/or integrity of the Developer Portal, the APIs, de Volksbank systems or if you could undermine the reputation of de Volksbank and the interests of the customers of its brands.

10. 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 is maximally legally 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.

11. 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