

Terms of Delegated Account Information Services

Dated: 6-Oct-2023

These Terms of Delegated Account Information Services (the “**Terms**”) set out the terms under which Salt Edge Limited (“**Salt Edge**”, “**we**”, “**our**” or “**us**”) agrees to provide to you or the legal entity you represent Account Information Services (as defined below in Section ‘[Account Information Services](#)’) in a web or mobile application program or similar online service supplied to you (“**Your App**”) by your selected provider (any such provider, “**Your App Provider**”). For this purpose, Your App Provider has partnered with Salt Edge as its agent for the provision of Account Information Services (“**Agent**”) and has been accordingly registered by the FCA. Under the Payment Services Regulations 2017 we are responsible for the Account Information Services provided to you by Your App Provider as our agent.

If you intend to access and use the AIS on behalf of a company, corporation, organization or other legal entity, you agree to these Terms for that legal entity and represent and warrant that you have the legal authority to bind that legal entity to these Terms. In that case, “**you**” in these Terms shall refer and apply to the legal entity on whose behalf you are acting, unless the context indicates otherwise (such as provisions limited by the context to individuals).

Salt Edge Limited is a company registered in England and Wales (company number 11178811) with its registered office at 2nd Floor Amba House, 15 College Road, Harrow, England, HA1 1BA, England, United Kingdom. Salt Edge Limited is an account information service provider registered by the Financial Conduct Authority (“**FCA**”) under the Payment Services Regulations 2017 (FCA Firm Reference Number: 822499).

You can contact FCA using the following contact details:

- Head office address: 12 Endeavour Square, London E20 1JN, England
- 0800 111 6768 (freephone)
- 0300 500 8082 (from the UK)
- +44 207 066 1000 (from abroad)
- <https://www.fca.org.uk/>

You can check that Your App Provider is registered as our Agent on FCA’s [Financial Services Register](#) under the heading “**Who is this firm connected to?**”. Clicking on the name of Your App Provider will open the section of the Financial Services Register which lists Your App Provider’s address and contact details.

These Terms apply as a legal and binding agreement between you and Salt Edge with respect to the provision of Account Information Services, which are ultimately provided in Your App by Your App Provider, on behalf of Salt Edge, as its Agent. Please read these Terms carefully before you start using our Account Information Services for the first time and take care to stay informed of the current version of these Terms each time you will use these services. If you do not agree with these Terms or with our later changes to

these Terms, you cannot not use our Account Information Services and, accordingly, should cease to use them thereafter.

We recommend that you [download](#) a copy of these Terms for future reference.

1. ACCOUNT INFORMATION SERVICES

- 1.1. When providing account information services ("**Account Information Services**" or "**AIS**") to you under these Terms, we access your payment accounts provided to you by your provider of payment accounts (e.g., bank, building society, electronic money institution) ("**Your Account Provider**"), retrieve information and data relating to such payment accounts ("**Account Information**") and share it with Your App Provider, who enables to you to view such information in a consolidated manner in Your App. AIS are a regulated service under the UK Payment Services Regulations 2017 and are available with respect to payment accounts that are in scope of the UK Payment Services Regulations 2017. AIS provision to you under these Terms is always conditional on a valid business and regulatory arrangement between Salt Edge and Your App Provider acting as our Agent.
- 1.2. **Account Information.** Account Information, as made available by Your Account Provider, may include such information as payment account details (account name, number, balance, currency, etc.), payment transactions details, account holder details (name, address, email, phone number).
- 1.3. **AIS Consent.** Under applicable laws we need your explicit consent to access your payment account(s) and retrieve and share your Account Information with Your App Provider for the purpose of providing Account Information Services ("**AIS Consent**"). We will request that you give your AIS Consent upon being redirected to us by Your App Provider to select the payment account(s) you want to connect in Your App. We will only access Account Information relating to those payment accounts that you allowed us to access by giving the AIS Consent and we will retrieve and share such information with Your App Provider in the range specified in the AIS Consent depending on the scope of AIS provided to you by Your App Provider in Your App.
- 1.4. **Ongoing Access to Payment Accounts.** For you to receive AIS steadily and smoothly we will continue to access, retrieve and share Account Information with Your App Provider at certain intervals until the termination of your respective AIS Consent (including when you are offline or do not actively request data refreshes in Your App). You will be shown the duration of the validity of each AIS Consent in the page where you are requested to grant it. If you still require AIS after the termination of an AIS Consent, you will need to renew the AIS Consent for the respective payment account(s). Each AIS Consent shall terminate as soon as:
 - it expires;

- you revoke it using the functionalities that Your App Provider should make available in Your App (e.g. by deleting the established connection to the relevant payment account(s));
- Your App Provider deletes the connection to your respective payment account(s) at their discretion;
- your user account or profile in Your App is deleted;
- we delete the connection to your payment account(s) in accordance with these Terms.

The termination of an AIS Consent will not affect the lawfulness of our actions based on such AIS Consent that were taken before its termination.

- 1.5. **Your Confirmations and Representations.** By giving AIS Consent and proceeding to use the AIS in Your App, you:
- a. confirm that you are of the legal age of majority in your jurisdiction of residence and at least eighteen (18) years old, that you have legal capacity and authority to agree to, and be bound by, these Terms, and, if you act in behalf of a legal entity, that you have sufficient authority to bind that entity by these Terms;
 - b. confirm that you have carefully reviewed these Terms;
 - c. on your own behalf or on behalf of the legal entity you represent, agree to be bound by these Terms as well as the [Delegated Account Information Services: Privacy and Cookies Notice](#) which governs our collection, use and processing of your personal data in connection with the provision of AIS, including sharing your personal data with Your App Provider;
 - d. represent and warrant that you are the legal holder of the relevant payment account(s) or are duly authorized by the legal holder of such accounts (i) to consent to our actions in respect of your payment accounts and Account Information as described in these Terms.
- 1.6. **Account Authentication.** Our access to your payment account(s) further requires you to undergo authentication in respect of such accounts with Your Account Provider by means of your login and security credentials and other authentication features applied by Your Account Provider (“**Account Credentials**”). To provide the Account Credentials you will be redirected to Your Account Provider. We do not access nor store your Account Credentials in our systems at any time. By authenticating yourself in relation to your Account Provider, you warrant that the Account Credentials are your own and that you are duly authorized to authenticate and provide access to the respective payment account(s) in the manner and for the purposes described in these Terms.
- 1.7. **What we do and not do with your data.** By accessing payment account(s) to provide AIS we do not and cannot perform any transactions, changes or other activities in your payment accounts, nor make any changes to your Account Credentials. To provide the AIS in accordance with these Terms, including by sharing the Account Information with Your App Provider, we require to perform

certain processing operations on the retrieved copy of Account Information. For instance we resort to normalizing and cleaning the data and removing duplicates, and also usually perform Account Information enrichment (by which we categorize your payment transactions or identify the merchants in those transactions). Accordingly, you hereby authorize us to perform the following processing operations, as necessary or opportune to provide AIS or to conform to regulatory, security or technical requirements (e.g. requirements of connecting networks, devices or media): (i) retrieve, collect, process, store, share and transmit copies of your Account Information, and (ii) reformat, organize, structure, categorize, alter, modify, transmit, consolidate and adapt copies of your Account Information. We do not manually review or analyze the retrieved Account Information. We do not use your Account Information for automated decision-making (making decisions solely by automated means without any human involvement) and profiling (automated processing of personal data to evaluate certain things about an individual) in your respect. Once we share your Account Information with Your App Provider, Your App Provider becomes responsible for it. Therefore, you should also read the terms and conditions of Your App Provided to be aware of how they will further use your Account Information.

- 1.8. **Security Concerns.** While we apply reasonable care to prevent unauthorized access to AIS, we are not responsible for any hacking, tampering or unauthorized access to your payment account(s), Account Information or the AIS that is not within our reasonable control. You must take all reasonable precautions to keep safe, and prevent fraudulent use of, your information technology device, Your App and your security information related to Your App and payment accounts. You are responsible for the security of your internet connection, including for correctly configuring your information technology device and using adequate virus protection software. You are also responsible for the security of your Account Credentials and must immediately contact Your Account Provider if you suspect or become aware of any loss, theft or unauthorized use or disclosure of your Account Credentials or access to your payment accounts. If such events occur in connection with your use of AIS in Your App, you must also immediately notify these events to Your App Provider via channels they make available to you. We reserve the right to deny you access to the AIS (or any part thereof) if we reasonably believe that any loss, theft, or unauthorized access, use or disclosure of the foregoing accounts or information has occurred.
- 1.9. **Maintenance and Temporary Suspension.** We may conduct planned or emergency AIS maintenance from time to time. We may temporarily suspend or deny you access to the AIS in case of scheduled or emergency maintenance, force majeure, technical problems, system failure or degradation, security incident or requirements of competent authorities or regulators. We may also temporarily suspend the provision of AIS to you if Your App Provider temporarily ceases to be our Agent for any reason, whether by virtue of law or contract. We shall operate such temporary suspension without notice to you, although, whenever feasible, we will inform Your App Provider accordingly so that they can keep you informed.

- 1.10. **No Support.** Salt Edge does not directly provide you with customer support in connection with the provision of the AIS. You should address your support inquiries related to AIS to Your App Provider.

2. OUR RESPONSIBILITY FOR AIS. THIRD-PARTY SERVICES

- 2.1. Your use of AIS requires the availability of third-party services, such as internet access, a compatible electronic device, Your App and payment accounts accessible online. You will be solely responsible to procure the use of third-party services and to comply with the terms of such third-party service providers, including Your Account Providers, and these Terms will not affect any of the terms and conditions applied by your third-party service providers. We are only responsible for the services that we undertake to provide to you in accordance with these Terms and disclaim any responsibility and liability in connection with third-party service providers' performance or failure to perform.
- 2.2. Under the UK Payment Services Regulations 2017 we are responsible for the AIS provided by Your App Provider as our Agent. We undertake such responsibility solely in the scope strictly mandated by the applicable laws. We have no responsibility for Your App Provider's products and services, except the AIS and as provided in these Terms, and are not liable to you for any harm, damage or loss arising from your use of those products and services. Our responsibility for the AIS is governed by these Terms and not by any terms of Your App Provider.
- 2.3. To the maximum extent allowed by the laws applicable to Account Information Services we undertake no responsibilities and disclaim any liability in respect of Your App, its availability, operation, maintenance, functionalities, features, services, content and applicable usage requirements, or the way any of these may affect the provision of the AIS to you. The provision, availability and support of Your App and any services provided in Your App (including enabling you to receive the AIS) are entirely the responsibility of Your App Provider. In particular, Your App Provider may at their discretion terminate or suspend the provision to you of Your App or of the AIS in Your App. We disclaim any liability to you in connection with such suspension or termination by Your App Provider. You should resolve such matters with Your App Provider.
- 2.4. The AIS you use under these Terms may be linked from, or include links to, or otherwise direct your attention towards, websites, apps, services, features, or products operated or offered by third parties, including without limitation Your App Provider and Your Account Providers (collectively, "**Third-Party Services**"). Providing such links does not mean that we support, approve or otherwise endorse such Third-Party Services, except as explicitly stated in these Terms. We disclaim any liability for the information and content contained in any Third-Party Services

or for your use of, or incapacity to use, such Third-Party Services. Access to any Third-Party Services is at your own risk, and you must be aware that Third-Party Services are governed by terms of service and privacy policies different from ours.

- 2.5. **Accuracy Disclaimer.** Your Account Providers are responsible for the availability and content of the Account Information we retrieve from your payment accounts to provide AIS. Your Account Providers (i) may not always allow us access to your payment accounts, or may prevent or delay such access and/or the provision of AIS to you, and (ii) may provide to us not the most up-to-date or accurate Account Information. Accordingly, we give no warranty that the Account Information provided to you by means of AIS will at all times be complete, accurate, reliable, up-to-date error-free or and we assume no liability to you for your acts or transactions conducted in reliance of Account Information.
- 2.6. **No Professional Advice.** The provision of AIS to you does not represent professional advice. We do not provide legal, financial, investment, accounting, taxation or other professional advice or services and do not take any responsibilities in this respect. If you feel that you need such advice or services you should seek it from duly qualified advisors.

3. PERSONAL DATA PRIVACY

- 3.1. In order to provide the AIS we will collect, process and use your personal data (including without limitation personal data contained in the Account Information). Our [Delegated Account Information Services: Privacy and Cookies Notice](#) explains in detail how we process and protect the personal data in our custody or control, and describes the technical and organizational measures implemented in order to maintain the security, confidentiality, availability and integrity of such data. By using the AIS, you hereby agree to the terms of the [Privacy Notice for Delegated Account Information Services](#), including any subsequent changes published in accordance with its terms.
- 3.2. You should also read Your App Provider's and Your Account Providers' rules on personal data processing and protection. Once we share your Account Information with Your App Provider they will be processing any personal data contained in such information under their own responsibility.

4. NO CHARGES

We do not charge any fees for the provision of AIS to you. Your App Provider may apply fees to you for the provision of the AIS in Your App under the terms and conditions on which they provide Your App to you.

5. PROPRIETARY RIGHTS AND LICENSE

- 5.1. **Ownership.** We reserve all rights, title and interest, including all intellectual property rights, to the AIS as provided under these Terms and the underlying technology. Salt Edge is a trademark of Salt Edge or of our affiliates and licensors. All other trademarks, trade names, service marks, graphics and logos used in connection with the AIS that are not owned by us or our affiliates and licensors are the property of their respective owners and are used for identification purposes only. Your use of the AIS does not grant you any proprietary rights, including any intellectual property rights, to the AIS or the trademarks that may appear in connection with the provision of the AIS. No such rights are granted by implication, estoppel or otherwise.
- 5.2. **License Restrictions.** You shall use the AIS solely as permitted by these Terms. In connection with your access and use of the AIS you shall not: copy, download, reverse engineer, decompile, decode any element of the AIS; breach, override or otherwise circumvent any authentication or security mechanisms built into the AIS; transmit any worms, viruses, trojan horses, or any other malware, disruptive or harmful software or data; access and use the AIS for any unlawful or fraudulent purpose.

6. AVAILABILITY, WARRANTIES AND LIABILITY

- 6.1. We will provide the AIS to you with reasonable care and skill and on a reasonable effort basis. We will strive to ensure that the AIS are available to you at any time during the term of our agreement with you and in accordance with these Terms. Notwithstanding the foregoing, except as expressly set out in these Terms or as provided or implied by consumer protection laws (to the extent applicable to you), we do not undertake any particular commitments to you about the AIS and provide the AIS on an “as is” and “as available” basis. In particular, we cannot, and do not, guarantee that the AIS will be always available, accurate, timely, complete, reliable, adequate, ongoing, error-free, secure, fit for any particular purpose or compatible with your equipment or devices.
- 6.2. We will not be responsible to you for any loss or damage you may suffer or incur in connection with any failure to provide AIS in accordance with these Terms due to circumstances that are beyond our reasonable control or beyond the reasonable control of Your App Provider, despite our reasonable effort to prevent, avoid, delay or mitigate effects of such circumstances (“**force majeure**”). Force majeure circumstances may include, without limitation, natural disasters, fire, flooding, explosion; strikes, lock-outs or other industrial action; war or military actions; blockade or suspension of any industry or market; epidemics; pandemics; acts or threats of terrorism; riots; accidents; failure or breakdown of third-party systems, networks or services; errors or outages of utility services, telecommunications and data processing networks and servers; government or governmental authority

action; court injunctions or other enforcement by competent authorities. We will not be responsible to you for any loss or damage you may suffer or incur as a result of your failure to comply with these Terms.

- 6.3. To the maximum extent permitted by mandatory applicable laws, we will not be liable to you under these Terms: (i) for any loss of profits, loss of contract, business revenue or investment, nor for any intangible loss such as damage to goodwill, reputation or data; (ii) for any indirect or consequential losses or damages that were not reasonably foreseeable to us as a consequence of our breach or failure under these Terms; and (iii) for any incidental, special or exemplary damages.
- 6.4. Under these Terms we do not intend to exclude or limit liability that cannot be so excluded or limited under mandatory laws. Your statutory rights are not affected by these Terms. In particular, nothing in these Terms limits or excludes our liability to you for death, personal injury, fraud and fraudulent misrepresentation.
- 6.5. Without limiting your liability under applicable laws, you will be responsible for all losses and damages (including those losses and damages incurred or suffered by us) as a result of: (i) a breach by you of these Terms or the applicable laws, (ii) your infringement of any intellectual property rights or any other rights of third parties, (iii) fraud or fraudulent misrepresentation committed by you, and/or (iv) your failure to take reasonable precautions to keep safe, and prevent fraudulent use of your security information (such as Account Credentials) in relation to the AIS and access to your payment accounts.

7. CHANGES TO THESE TERMS AND ACCOUNT INFORMATION SERVICES

- 7.1. **Changes to these Terms.** We reserve the right to change these Terms at any time and from time to time to reflect changes in the applicable laws or regulations, technical or security requirements, AIS functionality, or our business requirements, including changes in our arrangements and understandings with Your App Provider. We will post an appropriate notice of such changes at the top of this webpage. Non-material changes to these Terms will become effective on the date of their posting by us and any material changes will become effective thirty (30) days from their posting in accordance with this section. You are free to terminate your agreement with us under these Terms at any time, if you do not agree to the changes we operate to these Terms, even after they became effective. Your continued use of the AIS after the date the changes to these Terms become effective indicates your agreement to such changes.
- 7.2. **Changes to Account Information Services.** We may in our sole discretion, at any time, and without notice to you, make changes to the AIS or any part thereof, including without limitation for technical, maintenance, security, legal, compliance

or other business reasons, provided such changes do not affect the essential characteristics of the AIS as described in these Terms.

8. TERM AND TERMINATION

- 8.1. These Terms become effective when you start using the AIS and remain in force for the duration of your use of the AIS, unless the agreement with you under these Terms (the “**AIS Agreement**”) is terminated earlier as provided herein.
- 8.2. You may terminate the AIS Agreement at any time for any reason by definitively discontinuing the use of AIS in Your App (e.g. by deleting your profile or user account in Your App) or by giving an express notice of termination to us or to Your App Provider.
- 8.3. We may terminate the AIS Agreement at any time and for any reason by giving you reasonable prior notice through Your App Provider. We may immediately suspend or terminate the AIS Agreement and the provision of AIS without reasonable prior notice to you:
 - a. if we reasonably believe that you are in breach of any applicable laws or in material breach of these Terms;
 - b. if we reasonably believe that you are using the AIS to carry out fraud or other illegal activities or that you have used, or are using, another person’s identifying or proprietary information in order to use the AIS and/or to access someone else’s financial accounts and information associated with such accounts (a phenomenon known as ‘identity theft’);
 - c. if we are required by any law enforcement, government or regulatory body with jurisdiction over us; or
 - d. If Your App Provider ceases to be our Agent, whether temporarily or permanently, for any reason, whether by virtue of law or contract.
- 8.4. The AIS Agreement shall terminate automatically:
 - a. if no Account Information refreshes were requested in respect of any of your payment accounts from Your App for a period of more than nine months;
 - b. If your use of Your App or the provision to you of AIS in Your App is terminated by Your App Provider, regardless of the reason of such termination.
 - c. Your App Provider definitively ceases to be our Agent for any reason, whether pursuant to applicable regulations or pursuant to the arrangement between us and Your App Provider.
- 8.5. Upon termination of the AIS Agreement (i) all rights and licenses granted to you under these Terms will be terminated, and (ii) we will discontinue your use of the AIS and the data relating to your use of AIS will be deleted in accordance with our data deletion procedure set forth in the [Delegated Account Information](#)

[Services: Privacy and Cookies Notice](#); and (iii) you must cease all use of the AIS and any other activities or actions permitted under these Terms.

- 8.6. Any termination of the AIS Agreement shall not affect your and our accrued rights and liabilities. Any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after the termination of the AIS Agreement shall come into force or shall continue in force accordingly.

9. COMPLAINTS. FINANCIAL OMBUDSMAN SERVICE

- 9.1. If you have complaints or claims in regards to the provided AIS (including the AIS provided by Your App Provider in Your App on our behalf), you can address them to us at complaints@saltedge.com or by any other reasonable means, such as by mail (please see our contact details at the end of these Terms, in section '[Contact Information](#)'). For this section, we consider a complaint to be any expression of your dissatisfaction with our provision of, or failure to provide AIS, where you consider that you have suffered a financial loss, material distress or other material inconvenience.
- 9.2. We strive to address and resolve any complaints received from you promptly, reasonably and efficiently. We will thoroughly and diligently investigate each complaint received from you and assess in a fair and consistent manner its merits and required redress and remedial action.
- 9.3. **Timelines for response.** We will send you a written response with our findings on your complaint within eight weeks after we received the complaint, except that if your complaint is about our obligations to provide to you information regarding ourselves and the AIS or about specific rights and obligations relating to AIS, as stated in the UK Payment Service Regulations 2017, we must provide you with a final response to your complaint within fifteen (15) business days from receipt or, in exceptional circumstances, within thirty five (35) business days, where we have reasons to delay the response for reasons beyond our control and have indicated such reasons in a holding notice to you.
- 9.4. We shall respond to your complaint to the email address from which you sent it or, if you sent your complaint by mail, we will respond on paper to the specified return mail address. You can request that we send our responses and notices on paper at any time and we shall comply with your request.
- 9.5. **Financial Ombudsman Service.** If you are a consumer, a micro-enterprise or other eligible complainant, and you are unhappy with our response to your complaint or the complaint is otherwise unresolved within the applicable time limits, you may be entitled to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service operates as an alternative dispute resolution

procedure and you can contact them by calling 0800 023 4567, via their [website](#) or by post to: Exchange Tower, Harbour Exchange, London, UK E14 9SR. Please note that your right to resort to the Financial Ombudsman Service is subject to time limits. The Financial Ombudsman Service can offer you more information about that.

- 9.6. Referring your complaint to the Financial Ombudsman Service will not affect your right to legal action under these Terms.

10. GOVERNING LAW AND JURISDICTION

The AIS Agreement and any dispute or claim in relation to these Terms and the AIS Agreement are governed by, and determined in accordance with, the laws of England and Wales. The courts of England and Wales will have exclusive jurisdiction under these Terms.

11. OTHER PROVISIONS

- 11.1. **Entire Agreement.** These Terms, including the [Delegated Account Information Services: Privacy and Cookies Notice](#), are the entire agreement between you and us with respect to your access to and use of the AIS in Your App and related processing of your Account Information and personal data.
- 11.2. **Severability.** If any part of these Terms is determined to be illegal or invalid, this shall not affect the effectiveness of the remainder of these Terms. The illegal or invalid term shall be deemed removed from these Terms.
- 11.3. **Assignment.** You cannot assign or transfer any of your rights or obligations under these Terms to any third party without our prior written approval. We may, in our sole discretion, assign or transfer the AIS Agreement or any of our rights or obligations under it, without your consent, provided however, if you are a consumer, that such assignment or transfer does not reduce the guarantees granted to you under these Terms.
- 11.4. **Non-Waiver.** Failure or delay in exercising or partial exercise by either you or us of any right or remedy under these Terms or under the law shall not be deemed a waiver of those or other rights or remedies.
- 11.5. **Third Parties.** A person who is not a party to the AIS Agreement cannot enforce or enjoy the benefit of any provision thereof. These Terms do not create or confer any rights to any third party (including any third-party beneficiary rights).

11.6. **Headings.** The headings and captions used in these Terms are used for convenience only and are not to be considered in construing or interpreting these Terms.

12. CONTACT INFORMATION

If you have any questions regarding these Terms or the AIS, or would like to request a copy of these Terms to be sent to you please address your requests to us using the following contact details:

Salt Edge Limited

Mailing address:
2nd Floor Amba House,
15 College Road, Harrow, England, HA1 1BA,
England,
United Kingdom
Email: support@saltedge.com