GENERAL TERMS AND CONDITIONS FOR API DOCUMENTATION

1. Terms and definitions:

API – Application Programming Interface - set of rulles, protocols, and tools for building software applications which enables TPP (AISP and PISP) to acces the bank accounts in order to provide online payment services under PSD 2.
TPP – Third Party Providers
PSD2 – The Payment Services Directive 2015/2366, as amended or updated from time to time and including the associated Regulatory Technical Standards developed by the EBA and agreed by the European Commission
AISP - Account Information Service Provider - provides consolidated information on one or more payment accounts held by a PSU with one or more payment service provider(s)
PISP – Payment Initiation Service Provider – provides service to initiate a payment order at the request of the PSU with respect to a payment account held at another payment service provider.
PSU – Payment Service User - a natural or legal person making use of a payment service in the capacity of payer, payee, or both
SCA - Strong Customer Authentication as defined by EBA Regulatory Technical Standards is an authentication based on the use of two or more elements categorised as knowledge (something only the user knows [for example, a password]), possession (something only the user possesses [for example, a particular cell phone and number]) and inherence (something the user is [or has, for example, a finger print or iris pattern]) that are independent, [so] the breach of one does not compromise the others, and is designed in such a way as to protect the confidentiality of the authentication data.
Guidelines (API PSD2 Payments API and API PSD2 Accounts API) – Set of rules and instructions for using the API provided by Porsche Bank for the use of the API
Porsche Bank - Porsche Bank Romania SA having the headquarter in Voluntari, 2 Pipera Blvd., "PORSCHE" Building, ground floor, floors 1, 2, 3, 4, 5, rooms 04, 06, 07, 08, 105, 106, 107, 118, 205, 305, 407, 408, 409, 410, 419, 505, 523, Ilfov County, registered at Ilfov Trade Registry under no. J23/812/2004, having sole registration code 16489311, registered with the Banks Registry under registration no. RB–PJR–23-052/27.09.2004, subscribed share capital 179.987.950 Lei
ASPSP - Account Servicing Payment Service Providers – financial payment institution that offer payment accounts with online access and pursuant to the legislation is bound to open up an interface to allow TPP to initiate payments and access account information.

2. Purpose

The present Terms and Conditions describes your rights and responsibilities when accessing our publicly available interface (API) and related API documentation in the test environment in order to provide the following services:

a) Payment Initiation Service ;
b) Account Information Services.

Responsibilities and rights of TPP concerning the interaction with the interface are defined and regulated by PSD2. In addition,more detailed requirements for the implementation and operation of the interface are defined bythe Commission Delegated Regulation[RTS]. For the implementation of the interface also the interpretation by the EBA has to be respected.

TPP will use the API provided by Porsche Bank only for testing purposes (test functionalities and features of their payment applications).

If you register and use the API, you will be considered to have silently accepted these Terms and Conditions.

3 Rights and obligations

Registration - For using the API, you first need to register and accept the Terms and Conditions. You acknowledge all your submitted information is accurate and,If you register or work on behalf of a company, you acknowledge you are legally authorized to bind your company to these Terms and Conditions.

You will immediately notify us about any amendments in your submitted information to **supportpsd2@porschebank.ro**.

Please use our services safely and in good faith and without harming Porsche Bank or others;

Respect the provided content, our brands and capacity;

Please respect the terms and conditions provided by the Guidelines

Use of the APIs is at your own risk. We can only accept limited warranties/liabilities to provide you this service;

We may request additional information about you or your application for operational, security while respecting your privacy and your intellectual property rights in the API;

If you do not comply with our Terms an Conditions, we may be entitled to block your access or terminate your registration;

You will comply with the PSD 2 provisions and all connex regulations, such as but not limited to Commission Delegated Regulation 2018/389, Regulatory Technical standards on payment servicess issued by EBA, etc

Unless otherwise informed Porsche Bank owns all rights, title, interest and intellectual property rights in API functionalities and related information on the site, including the right to copy, amend, modify, develop, sublicense, sell and assign such rights. Porsche Bank is providing a limited license to use the information and related API for you to test and assess the feasibility of the API. Use of the API does not constitute any transfer of user's intellectual property rights.

Technical requirements - You may only use the interface if you fulfill the technical requirements specified in the Guidelines. You make reasonable efforts to avoid any technical problems, unauthorized access and security incidents, including the use of updated virus scanners.

You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.

As a user you agree not to (i) reverse engineer, reverse compile, decrypt, unmask, or reverse assemble the API or data accessible via API; or (ii) distribute, disclose, publish, market, sell, rent, lease, sublicense or assign to any third party any information to which you have access via API without prior express consent of Porsche Bank.

Monitoring -We may monitor your use of API for the following purposes:

a.   to prevent fraud;
b.   to avoid congestion problems;
c.   to perform, evaluate and improve our APIs and API Services;
d.   to check whether your Application satisfies the requirements as imposed by these Terms and Conditions;
e.   if we have reasonable suspicion of fraud, misuse or any other violation of the law regarding your use of the API.

Availability - We will make reasonable efforts to ensure the availability of the API. However, we are never under an obligation to provide you with a certain result or warrant availability of the API for a certain period of time.

Technical support - We make reasonable efforts to provide you with technical support to facilitate the use of the API and will answer reasonable questions as an additional and free service. We are not under an obligation to provide you with a certain result or to reach certain service levels, unless explicitly indicated otherwise.

Confidential Information - Any of our non-public communication disclosed to you regarding the API is considered to be confidential information ('Confidential Information'), unless stated otherwise. You will:

   a. only use Confidential Information received for the purpose it was provided to you,
   b. prevent disclosure of Confidential Information to third parties, and
   c. restrict the circulation of Confidential Information only to persons that have a need to know the information for use of the APIs.

Exceptions - The obligations provided above do not apply if the Confidential Information:

   a. becomes part of the public domain without violation of these Terms and Conditions,
   b. can be proven known and on record at the receiving party prior to the first disclosure of the Confidential Information, with the exception to any Confidential Information that was prepared for or on behalf of the disclosing party, or
   c. can be proven to have been independently developed.

Notification security incident - If you notice any problems or security incidents during the use of the API, you will notify us immediately at the following contact address: supportpsd2@porschebank.ro

Termination - We are entitled to terminate your registration and the Terms and Conditions without giving any reasons, after a written notification with a termination period of 7 days.If you have not logged on to, or otherwise used your account, we will deactivate or terminate your registration.We are entitled to suspend or terminate your registration immediately, without notification, if:

   a. you breach these Terms and Conditions or the law;

Termination has the following consequences:

   a. we will block your API keys;
   b. we will block your access to the portal;
   c. you will be required to remove promptly, but in any event no later than two business days, any materials from the API from your application, and delete any content you possess or control. You will send us evidence that you have deleted any content stored on your application.

4. Liability/warranties

We are not responsible for any compensation or any damages incurred or to be incurred in connection with any termination in accordance with this Terms and conditions.

Use of the API is at your own risk. You will be fully responsible for the development, functioning, maintenance and service of your application.

Warranty Disclaimer - The information provided in this document is provided "as is" and "as available" basis, without warranty of any kind. Porsche Bank disclaims all warranties, either express or implied, including the warranties of merchantability and fitness for a particular purpose.The information and functionalities may be subject to changes and do not constitute a binding commitment to implement services or specific technical or functional details to the services. In no event shall Porsche Bank be liable for any damages whatsoever including direct, indirect, incidental, consequential, loss of business profits or special damages. To the full extent permissible by law, we expressly disclaim all representations or warranties of any kind.

Limitation of Liability - We have limited liability arising from or based on your use of the API interface, except for damage caused by willful intent, gross negligence, or fraud.

Your indemnification - You will indemnify Porsche Bank for any third party claims for loss or damage of any nature arising out of your use of the API, including any breach of this Terms and Conditions.

5 Personal data processing

As a general rule, each Payment Service Provider (ASPSPs, PISPs or AISPs), providing payment services under PSD2, is considered as a **separate controller** and is **responsible for its own data processing** under GDPR (*EU 2016/679 - General Data Protection Regulation*).

Thus, each Payment Service Provider shall assume and fulfill its own obligations as a Controller under GDPR (and any other applicable legislation regarding personal data), as follows, but not limited to:
- ensuring and maintaining the data processing legitimacy (PSU consent for TPP, legal obligation to grant access for ASPSP)
- data minimisation (only those data that are necessary for the defined purpose of a processing can be accessed)
- adequate information of the PSU (It is the primary responsibility of the TPP to inform the TPU about its producs, services and related data processing)
- implement appropriate tehnical and organisational measures to ensure the data transfers are secured at an adeqaute level.

PSU Data processind purposes: TPP will use this API provided by Porsche Bank only for testing purposes (test functionalities and features of their payment applications). For this purpose, only test anonymised data shall be used.

TPP Data processing purposes - We may use your contact data provided during registration (e.g. e-mail address, phone number) for the following purposes:

a. for identification and verification purposes;
b. to provide you with the API and to perform the API services;
c. for fraud detection and prevention purposes;
d. to evaluate and improve our API and API services;
e. to contact you in the event of problems or security or compliance incidents, or amendments in our services.

6. Governing Law and jurisdiction

These General Terms and Conditions are governed by the Romanian law. Any disputes in relation to these General Terms and Conditions will be submitted to the exclusive jurisdiction fromBucharest, Romania.

7.Other provisions

No Partnership - Nothing in these Terms and Conditions will be construed as creating a partnership, franchise, agency, fiduciary, employment or joint venture relationship of any kind between the parties. You nor we will have the authority to bind the other party or to contract in the name of or create a liability against the other party in performing its obligations or exercising its rights under these Terms and Conditions.

Assignment - You may not assign any of your rights or obligations under these Terms and Conditions without our prior written approval. We may assign any of our rights or obligations without your approval by providing notice to you by email or posting a notice.

Amendment Terms and Conditions - We may, in our sole discretion, amend or modify these Terms and Conditions from time to time, which we will announce you. If you do not agree with the amended Terms and Conditions, you should stop using the API. If you continue using the API, you will be considered to have silently accepted the amended Terms and Conditions.

Severity - The invalidity, illegality or lack of unenforceability of any provision of these Terms and Condition will not affect the validity, legality or enforceability of the remaining provisions of the Terms and Conditions. The affected provision will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted.