

TERMS OF USE FOR ÅLAND INDEX SOLUTIONS PSD2 APIS IN SANDBOX ENVIRONMENT

1. DOCONOMY AB

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hereinafter referred to as “**Doconomy**”, “**we**”, “**us**” or “**our**”.

2. GENERAL

2.1 These terms of use (“**Terms of Use**”) establish the terms of use for account information service providers, payment initiation service providers and payment service providers as defined in the Swedish Payment Services Act 2010:751 (Sw. *betaltjänstlagen*) (the “**Service Provider**” or “**you**”) to use the Åland Index Solutions Application Programming Interfaces in “Sandbox environment” (the “**Sandbox**”).

2.2 The Service Provider is not entitled to, without the prior written consent of Doconomy, use the Sandbox for any other purpose than for testing purposes (the “**Purposes**”). You will only use non-personal data in the Sandbox and you will not present any simulations generated on the account of “dummy data” as real data to any third party.

3. TERMS RELATING TO YOUR USE OF THE SANDBOX

3.1 In order to use the Sandbox, you need to register your company and accept these Terms of Use. You warrant that the information you submit is accurate and that you are authorized to bind your company to these Terms of Use. You will immediately notify us if any of the information submitted is no longer accurate.

3.2 You will keep API keys received from us confidential and you will use them with due care and only for the Purposes.

3.3 The user registration or the usage of the Sandbox do not constitute any right to piloting with real customer data without Doconomy's prior express written consent.

3.4 The Service Providers' registered users may test and evaluate functionalities and features of their payment applications by using test data and data field structures provided by Doconomy.

3.5 By using the Sandbox, you acknowledge and agree that you will not:

- (a) violate these Terms of Use or any laws, ordinances, court or government orders, including our and third party intellectual property rights;
- (b) use the Sandbox in a way causing Doconomy to be in violation of any laws, ordinances, court or government orders;
- (c) hinder or damage the accessibility, functioning or security of our developer portal, API gateway or the Sandbox;
- (d) negatively affect our business activities or reputation;

- (e) perform any security, performance or stress tests or similar tests in the Sandbox or API facilities; or
 - (f) store any metadata or algorithms received by us in relation to your use of the Sandbox.
- 3.6 Any information or functionalities provided in the developer portal or on our website may be subject to changes and do not constitute a binding commitment to implement services or specific technical or functional details to the services. We reserve the right for any errors, miscalculations, typing errors, misprints.
- 3.7 Doconomy has the right to make changes to the Sandbox, perform maintenance, as well as change the technical requirements for hardware and software to browse the developer portal without giving advance notice. Major changes will however be announced on our webpage. The Sandbox might not be available during maintenance activities. You acknowledge that you are not entitled to any compensation of any kind due to unavailability of the Sandbox during such maintenance activities.
- 3.8 You acknowledge that Doconomy may monitor your use of the APIs:
- (a) to prevent fraud;
 - (b) to avoid congestion problems;
 - (c) to perform, evaluate and improve our APIs and the Sandbox;
 - (d) to verify whether your use of the Sandbox satisfies the requirements under these Terms of Use; and
 - (e) in case we reasonably suspect events of fraud, misuse or any other violation of laws, ordinances, court or government orders.
- 3.9 You acknowledge and agree that Doconomy may retain data relating to our APIs and your use of the Services for statistical purposes.

4. **NO WARRANTY**

- 4.1 Doconomy provides information and other materials in the Sandbox on “as is” basis, without any warranty of any kind, whether express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights, and the use of the Sandbox is at the user’s own initiative and risk.
- 4.2 While we will make reasonable efforts to ensure the availability of the Sandbox, we cannot warrant certain results or the availability of the Sandbox at all times.
- 4.3 We will make reasonable efforts to ensure efficient support. For technical questions concerning the Sandbox, we refer you to the contact form on www.alandindexsolutions.com. Please visit our webpage where you can find our contact information for any other query or complaint you may have regarding Doconomy. However, we cannot warrant any results or service levels unless otherwise indicated.

5. **INTELLECTUAL PROPERTY**

- 5.1 Unless otherwise duly notified by us in writing, Doconomy, its affiliates and/or any of Doconomy’s subcontractors, own all rights, titles, interest and intellectual property rights in or in connection with the Sandbox and its functionalities, including, but not limited to, the right to copy, amend, modify, develop, sublicense, sell and assign such rights.

- 5.2 Unless otherwise expressly communicated by us in writing, you acknowledge and agree that all intellectual property rights, for the avoidance of doubt also including but without limitation analysis, documentation, software source, library and object codes, copyright, materials, manuals, trademarks, inventions, designs, symbols, specifications, know-how, source codes or any other intellectual property rights, created by or on behalf of us or our affiliates and all materials embodying them, shall under no circumstance whatsoever transfer to you.
- 5.3 Upon acceptance of these Terms of Use, you will however be granted a non-exclusive, worldwide, reversible, non-transferable, non-assignable, non-sublicensable, royalty-free license to use the Sandbox under the terms and the Purpose set out under these Terms of Use.
- 5.4 You may not:
- (a) reproduce, modify, change, create derivative works of, decompile, disassemble, decrypt, unmask, hack, emulate, exploit, tear-down, or reverse engineer the Sandbox or data accessible via the Sandbox; or
 - (b) distribute, disclose, publish, market, sell, rent, lease, sublicense or assign to any third party any information to which the user have access via the Sandbox without prior express consent of Doconomy.
- 5.5 Doconomy does not claim ownership of the information, data or materials you provide to us, e.g. feedback and reviews. However, you acknowledge and agree that you grant Doconomy a royalty-free, perpetual, irrevocable, worldwide, non-exclusive, transferable, assignable and sub-licensable license to use, modify, adapt, creative derivative works from, reproduce, edit, translate, perform, distribute and display your information, data and/or materials, including your name, in any media. You warrant that you have all of the rights necessary to provide any information, data or materials in the Sandbox and to grant these rights to Doconomy for their respective duration.

6. **CONFIDENTIALITY**

- 6.1 You hereby undertake neither to disclose to any third party information regarding the Sandbox, including any business names, logos, trade marks, or other distinguishing marks belonging to us or our affiliates, nor any other information which you have learned as a result of the use of the Sandbox, including but not limited to API keys, whether such information is written or oral and irrespective of form ("**Confidential Information**").
- 6.2 You agree and acknowledge that the Confidential Information may be used solely for the fulfilment of the Purposes and not for any other purpose, unless otherwise communicated to you by us in writing. You further agree to use, and cause your directors, officers, employees, sub-contractors or other intermediaries to use, the same degree of care (but not less than reasonable care) to avoid disclosure or use of Confidential Information as you use with respect to your own confidential and/or proprietary information.
- 6.3 This confidentiality undertaking does not apply to information which was public at the time of disclosure (other than by breach of these Terms of Use).

7. **TERMINATION**

- 7.1 Doconomy may, in its sole discretion, suspend or terminate your right of access and/or use to the Sandbox with 7 days' notice.
- 7.2 We are entitled to suspend or terminate your right of access and/or use of the Sandbox immediately without notification if you breach these Terms of Use and have not rectified the breach within thirty (30) days, or if we suspect you to become insolvent.

- 7.3 Termination will result in us blocking your API keys, access to the Sandbox and requiring you to immediately remove any materials, information or any other content, including any copies thereof, that you possess or control relating to the Sandbox. You will provide us with evidence of such erasure in a form and manner satisfactory to us.

8. **LIMITATION OF LIABILITY**

- 8.1 Your use of the Sandbox is at your own risk. Doconomy has no direct or indirect liability related to, or arising from, the use of the Sandbox, including your use of any software or specifications released in the Sandbox. You agree that you cannot recover any other damages or losses, including consequential, special, indirect, incidental, or punitive damages, or lost profits.
- 8.2 Doconomy may only be held liable if we cause you damage or loss by willful intent or gross negligence. In any event, our maximum aggregated liability under these Terms of Use will not exceed SEK 10,000.
- 8.3 To the maximum extent permitted by law, these limitations and exclusions apply to all claims, related to the Sandbox, these Terms of Use and sale, including loss of content, any virus or malware affecting your use of the Sandbox or any other service acquired through the Sandbox, and delays or failures in starting or completing transmissions or transactions.
- 8.4 You agree to indemnify us for any third party claims for loss or damage of any nature arising out of your use of the Sandbox, including any breach of these Terms of Use.

9. **MISCELLANEOUS**

9.1 **Severability**

If any provisions of these Terms of Use or the application of them shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of these Terms of Use shall continue in full force and effect. The parties shall seek to amend such void, invalid or unenforceable provisions and thereby these Terms of Use in order to give effect to, so far as it is possible, the spirit of these Terms of Use and to achieve the purposes intended by the parties.

9.2 **Assignment**

We may assign, transfer, or otherwise dispose of our rights and obligations under these Terms of Use, in whole or in part, at any time without notice to you. You may not assign these Terms of Use. Without limiting the foregoing, and notwithstanding anything in these Terms of Use, your rights and obligations hereunder are not assignable or delegable to anyone else, whether by operation of contract, law, or otherwise (including in connection with insolvency or bankruptcy or the merger or acquisition of a party), except with the express prior written consent of Doconomy.

9.3 **Amendments**

We may, in our sole discretion, from time to time amend or modify these Terms of Use, which we will announce on our webpage or by email. Your continued use of the Sandbox will be considered as acceptance of the amended Terms of Use.

9.4 **Interpretation**

The headings in these Terms of Use are for convenience only and shall not be deemed to define, limit or construe the content of any provisions in these Terms of Use. In these Terms of Use, save where the context otherwise requires, words in the singular shall include the plural, and vice versa, and the indication of one gender shall be deemed to include both genders.

10. **GOVERNING LAW AND JURISDICTION**

- 10.1 These Terms of Use shall be governed by the substantive law of Sweden without regard to its conflict of law provisions.
- 10.2 Any dispute, controversy or claim arising out of or in connection with these Terms of Use, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.
- 10.3 The seat of arbitration shall be Stockholm, Sweden.
- 10.4 The language to be used in the arbitral proceedings shall be English.
- 10.5 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not be disclosed to a third party without the prior consent by the other party. Exceptions to the foregoing shall only apply to the extent that disclosure may be required of a party due to mandatory law, an order of a competent court or public authority, or to protect, fulfil or pursue a legitimate legal right or obligation or to enforce or challenge an award.
- 10.6 In the event that Doconomy in writing accepts that these Terms of Use or any part thereof may be assigned to a third party, such third party shall then automatically be bound by the provisions of this arbitration clause.
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