Version 1; 2019-03-14

Morrow Bank ASA Open Banking API

Terms of Use

Morrow Bank ASA ("Morrow Bank") will make available Open Banking Application Programming Interfaces (APIs) on an Open Banking Market website (the "Website") provided by Crosskey Banking Solutions Ab Ltd ("Crosskey") to be used for account information services and/or payment initiation services as defined in local legislation implementing the Payment Service Directive ("PSD2").

Any data, software, information and other material released by Morrow Bank trough the Website ("Sandbox Materials") are intended for testing purposes and are regulated by these terms of use (the Terms").

In addition to the Terms Morrow Banks Privacy Policy apply, which are available on Morrow Bank's website ("Personvern og cookies").

Registered users ("User") may test and evaluate functionalities and features of their payment applications by using test data and data field structures provided by Morrow Bank. A registered User does not have the right to access to piloting real customer data without Morrow Banks explicit consent. A User support function is provided, accessible through the Website. The services are provided free of charge.

The Morrow Bank Open Banking APIs and Sandbox materials (Morrow API) are primarily intended to be provided to Users' located or resided within the jurisdiction of the EU/EES. Other Users' may use the platform only if and to the extent permissible under applicable laws, rules and regulations.

By using the Morrow API, the User acknowledges and agrees that the information provided to Morrow Bank or to Crosskey is accurate. The Morrow API include services provided by Morrow Bank or by external companies contracted by Morrow Bank. External companies contracted by Morrow Bank to provide services related to the Sandbox may therefore enforce these Terms against the User. The usage of Morrow API is allowed only by adhering this Terms, Morrow Bank guidance and documentation. The Terms are effective upon the date the User accepts them and continues as long as the User uses the Sandbox or the Morrow API, or until terminated by Morrow Bank, provided however that those terms, which by their nature are intended to survive termination, shall survive termination.

Any non-substantial change to this Terms, will be effective upon Morrow Bank's posting of a revised version on the Morrow Bank(s) website.

If Morrow Bank propose a change or amendment to the Terms in a substantial manner, Morrow Bank will provide Users with at least 10 days' (or such minimum period as is required by law) prior notice of such a change. After the notice period elapses, a User will be deemed to have agreed to such change and amendments to the Terms. If a User disagree with any proposed change or amendment, the User may close the account before the expiry of the notice period provided in the notice. A change to the Terms will be considered to be made in a "substantial manner" if the change involves a reduction of rights or increases the responsibilities for the User.

Morrow Bank may immediately and without notice suspend or terminate a Users' right to access or use the Morrow API in case of violation of the Terms.

As Is & No Warranty

- The Morrow API is provided on an “as is” basis. Any use of the Morrow API is therefore on the User’s own initiative and risk.
- Morrow Bank offers no warranty of any kind (expressed or implied including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights.
- Functionalities and information may be subject to changes (substantial and/or non-substantial) and do not constitute a binding obligation to implement services or specific technical or functional details to the services.
- No liability (direct or indirect) related to, or arising from the use of the Morrow API, is accepted by Morrow Bank. Nor is liability accepted for any loss arising from any usage of the Morrow API.
- In event of losses that occur from transactions and/or services in violation of the relevant rules of the User’s home jurisdiction, Morrow Bank cannot be held responsible.

Personal data

Where Morrow Bank receives personal data about the User, such as name, title and professional contact details, Morrow Bank will store and process such data for the purpose of providing and otherwise administering the Morrow API services to the User, including to provide news and product updates, communication and feedback and development related to the Morrow API. Morrow Bank might communicate to the User through the Website or by other means such as email as well as Crosskey may send emails regarding updates to the Morrow API, reports on bug fixes and other activities related to the Morrow API. Morrow Bank or Crosskey shall not be liable for losses or damages occurred by any disappearance or transformation of any email communication.

Morrow Bank shall be a joint data controller for processing related to the Morrow API. The User confirms that it has the right to share such personal data with Morrow Bank and Crosskey. For detailed information on Morrow Bank's processing of personal data, please review Morrow Bank's Personvern og cookies. The Personvern og cookies contains information about the rights in connection with the processing of personal data, such as the access to information, rectification and data portability.

Morrow Bank does not accept any actual end User data in Morrow API. If the User send such data by mistake, the User ensure that the User have a legal basis for processing the end User data and agree to comply with any local provisions and requirements relating to such processing.

Intellectual Property Rights

Morrow Bank provides a Website User a limited license to use the Morrow API for testing and assessing the feasibility of Morrow API(s), which will be released after the implementation of PSD2 regulations. Use of Morrow API does not constitute any transfer of User's intellectual property rights to Morrow Bank. Morrow Bank may however, freely use any feedback submitted to Morrow Bank to improve and develop its services without limitations or obligations towards the User.

Service providers own all intellectual property rights to the Morrow API, unless otherwise is notified by Morrow Bank or its contractual service providers.

All materials published by Morrow Bank on the Website and Internet are protected by the Norwegian Copyright Act. This means for instance that any reproduction of materials or part thereof is subject to the originator's consent and such materials must only be used for private purposes. All other use, e.g. copying, reproduction, assignment, sale, transfer or commercial utilization of the material is subject to the originator's consent. Third parties own the copyright of materials where Morrow Bank is not the originator. Such materials must not be reproduced without the consent of the relevant originator. If it is unclear whether Morrow Bank or somebody else owns the copyright, contact Morrow Bank, for further information. Morrow Bank does not endorse in any way the Users product or services and User may not use Morrow Bank's name, logo, trademarks, copyrights or any other intellectual property or business secret without prior written approval from Morrow Bank.

Security and Confidentiality

A User of Morrow API may not;

a) expose Morrow Bank to malicious software or security risks such as malware, trojans, viruses, denial of service attacks or any other material which is malicious or technologically harmful either to or via the Morrow API; or

b) disclose the Morrow API to any third party; or

c) reverse engineer, reverse compile, decrypt, unmask, or reverse assemble the data accessible via the Website; or

d) attempt to gain unauthorized access to any part of Morrow API; or

e) distribute, disclose, publish, market, sell, rent, lease, sublicense or assign to any third party any information to which the User have access via the Website without Morrow Bank's prior written consent.

A User is responsible for protecting its hardware, software, data and other material from viruses, malware, and other internet security risks.

Applicable law

Norwegian and, if applicable, Swedish or Finnish law shall without regard to its conflict of law provisions be applied to these Terms.