

Resurs Bank Aktiebolag Open Banking API

Terms of Use

Resurs Bank Aktiebolag ("Resurs 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").

These terms of use (the "Terms") for Resurs Bank Open Banking APIs including any data, software, information and other material released by Resurs Bank through the Website ("Sandbox Materials") are intended for testing purposes.

In addition to the Terms Resurs Banks Privacy Policy apply, which are available on Resurs Bank's website.

Registered users ("User") may test and evaluate functionalities and features of their payment applications by using test data and data field structures provided by Resurs Bank. A User registration to the Website does not constitute a right to access to piloting with real customer data without Resurs Bank's express consent. A User support function is provided, accessible through the Website. The services are provided free of charge.

The Resurs Bank Open Banking APIs and Sandbox Materials ("Resurs API") are intended to be provided to Users' 18 years or older, resident or located outside the jurisdiction of the EU/EES only if and to the extent permissible under applicable laws, rules and regulations. By using the Resurs API, the User acknowledge and agree that the information provided to Resurs Bank or its group company or to Crosskey is accurate,

The Resurs API include services provided by Resurs Bank or other companies belonging to the Resurs Group or by external companies contracted by Resurs Bank. All companies belonging to the Resurs Group and external companies contracted by Resurs Bank to provide services related to the Sandbox may therefore enforce these Terms against the User.

The usage of Resurs API is allowed only by adhering this Terms, Resurs 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 until terminated by Resurs Bank, provided however that those terms, which by their nature are intended to survive termination, shall survive termination. The Terms are effective upon the date the User accepts them and continues as long as the User uses the Resurs API, or until terminated by Resurs Bank, provided however that those terms, which by their nature are intended to survive termination, shall survive termination.

If Resurs Bank change or amend this Terms in a not substantial manner, Resurs Bank will post a revised version of the Terms on the Resurs Bank website(s), and the revised version will be effective at the time Resurs Bank posts it.

If Resurs Bank propose a change or amendment to the Terms in a substantial manner, Resurs 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.

Resurs Bank may suspend or terminate a Users' right to access or use the Resurs API in case of violation of the Terms.

As Is & No Warranty

Resurs Bank provides the Resurs API on an “as is” basis without and any use hereof is at the User's own initiative and risk. This means that Resurs Bank provides no warranty of any kind, whether expressed or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights. 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. Resurs Bank has no direct or indirect liability related to, or arising from, the use of the Resurs API.

Resurs Bank does not accept any liability whatsoever for any loss howsoever arising from any use of the Resurs API or otherwise arising in connection therewith. Resurs Bank cannot be held responsible for any damages or losses that occur from transactions and/or services in violation of the relevant rules of the User's home jurisdiction.

Personal data

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

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

Resurs Bank does not accept any actual end User data in Resurs 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

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

Unless otherwise notified by Resurs Bank, Resurs Bank or its contractual service providers owns all rights, title, interest and intellectual property rights to the Resurs API, including the right to copy, amend, modify, develop, sublicense, sell and assign such rights.

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Resurs Bank does not endorse in any way the Users product or services and User may not use Resurs Bank's name, logo, trademarks, copyrights or any other intellectual property or business secret without prior written approval from Resurs Bank.

Security and Confidentiality

A User of Resurs API may not:

- a) expose Resurs 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 Resurs API; or
- b) disclose the Resurs 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 Resurs 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 Resurs Bank's prior written consent.

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

Applicable law

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