



Permanent TSB Third Party Provider Terms of Use (May 2019)

These terms of use (the “**Terms**”) apply to your use of the Permanent TSB p.l.c. (“**Permanent TSB**”) application programming interfaces (“**APIs**”) whether:

- (i) in the Permanent TSB APIs testing facility (the “**Sandbox**”); or
- (ii) in a live environment, where you use the Permanent TSB production APIs (the “**Production APIs**”) to link to Permanent TSB payment accounts which are accessible online (“**Payment Accounts**”) and / or Payment Account information of Permanent TSB customers (“**Customers**”).

You may use the Sandbox following enrolment in accordance with these Terms. However, you may only use the Production APIs where: (i) you have been authorised or registered as a payment initiation service provider (“**PISP**”), account information service provider or a card based payment instrument issuer (collectively “**TPPs**”) in accordance with Directive (EU) No 2015/2366 (“**PSD2**”); and (ii) you have been appointed to act as a TPP by the Customer(s) whose Payment Accounts you access. In each case, your use of the Permanent TSB APIs is subject to the requirements of PSD2.

References in these Terms to “**we**”, “**us**” or “**our**” are references to Permanent TSB. References to “**you**” or “**your**” are to: (i) the individual accessing the Sandbox or using the Production APIs on behalf of a TPP; and / or (ii) the TPP on behalf of which the individual is acting, as relevant or appropriate.

Permanent TSB is regulated as a credit institution by the Central Bank of Ireland.

1 The Sandbox

- 1.1 The Sandbox is a testing facility made available to allow you to undertake connection and functional testing, within the structure of the Sandbox, of the interface between the Production APIs and the software and applications used, or intended to be used, by you (as a TPP) to offer payment services (“**your payment services**”) to Customers. You are permitted to use the Sandbox solely for that purpose.
- 1.2 If you wish to use the Sandbox, you will need to enrol with and be permissioned by us. You should only enrol if you are an authorised or registered TPP, or are in the process of becoming an authorised or registered TPP.
- 1.3 In order to test your software and applications using the Sandbox, you will require a qualified certificate for electronic seals (“**QSealC**”) and a qualified web application certificate (“**QWAC**”) as described in ETSI Technical Standard 119 495, issued by a trust service provider within the meaning of Regulation (EU) No 910/2014 (“**eIDAS**”). If you have not obtained these, the Sandbox supports the use of PSD2 test certificates. We will provide you with a cryptographic or other key for use in connection with the Sandbox (“**Sandbox Shared Secret**”). In order to use the Sandbox, you will need to present your QSealC, QWAC (or test certificates) and Sandbox Shared Secret.

- 1.4 All data used in the Sandbox will be proxy or imitation data. The Sandbox will not be linked to a live environment. No data relating to Customers or Payment Accounts will be made available by Permanent TBS in the Sandbox, and you represent, warrant and agree that you will not:
- 1.4.1 use or seek to use data which is Customer data or Customer personal data in the Sandbox; or
 - 1.4.2 represent that test transactions in the Sandbox are real transactions.

We will monitor your use of the Sandbox.

- 1.5 You acknowledge that the Sandbox will not link to any Payment Accounts, and that while you will be able to access Production APIs through the Sandbox, the Production APIs in the Sandbox are not linked to a live environment.
- 1.6 We may issue instructions in relation to the use of the Sandbox from time to time.

2 The Production APIs

- 2.1 We will provide you with a cryptographic or other key for use in connection with the Production APIs ("**APIs Shared Secret**").
- 2.2 In order to use the Production APIs to access the Payment Accounts of Customers, by whom you have been appointed as a TPP, you will need to present your QSealC, QWAC and APIs Shared Secret.
- 2.3 For the avoidance of doubt, the APIs Shared Secret will be different from your Sandbox Shared Secret (where you have chosen, and have the necessary permissions, to use the Sandbox).
- 2.4 We may refuse to issue you with an APIs Shared Secret, and may limit, suspend or withdraw any APIs Shared Secret issued to you, where we have objectively justified and duly evidenced reasons to suspect unauthorised access or fraud in respect of transactions or where there is a threat to the integrity of the platform or personal data of Customers.
- 2.5 In using the Production APIs, you represent and warrant that:
- 2.5.1 you have been authorised or registered as a TPP in accordance with PSD2;
 - 2.5.2 you have been explicitly authorised to provide your payment services by the Customer(s) whose Payment Accounts you access;
 - 2.5.3 you comply in full with the requirements for common and open standards of communication established under and in accordance with PSD2, including as set out in any applicable regulatory technical standards;
 - 2.5.4 that, when exchanging data with us by means of the internet, secure encryption is applied by you in order to safeguard the confidentiality and integrity of the data, using strong and widely recognised encryption techniques;

- 2.5.5 you will only request, use, access and / or store information using the Production APIs which is necessary and essential for the provision of your payment services with the consent of the relevant Customer;
- 2.5.6 you may rely on the customer authentication operated by Permanent TSB for this purpose;
- 2.5.7 you will keep the access sessions to the Production APIs as short as possible, and actively terminate any session using the Production APIs in a live environment as soon as the requested action has been completed;
- 2.5.8 you have implemented and will maintain adequate security measures and policies sufficient to protect the confidentiality and integrity of our confidential information and Customer information, and are solely responsible for maintaining the confidentiality and integrity of same, as well as the personalised security credentials of Customers which have been provided to you;
- 2.5.9 you will ensure that the personalised security credentials of Customers are not accessible to third parties and are transmitted by you by safe and efficient means;
- 2.5.10 you will notify Permanent TSB and the Customer immediately if there a loss of confidentiality of the personalised security credentials of Customers; and
- 2.5.11 you are solely responsibility for maintaining the confidentiality and security of any information that you access using the APIs.

To the fullest extent permitted by law, we disclaim any liability for any use by you of personalised security credentials of Customers and / or other Customer information once it has been accessed or retrieved by you.

- 2.6 Subject to your representations and warranties, you are permitted to access and use the Production APIs for the sole purpose of providing your payment services as a TPP to Customers with Payment Accounts who have given their explicit consent to you for you to provide your payment services to them.

3 Technical Specifications

- 3.1 Summaries of the APIs specification documents are available [here](#). You will be able to access the API specification documents when you enrol for the Sandbox.
- 3.2 We reserve the right to change the technical specification of the APIs and / or the content, presentation, performance, functionality and availability of any part of the APIs or the Sandbox at our sole discretion. Except for emergency situations, we will notify you of any change to the technical specifications for the Production APIs before the change takes effect in line with our regulatory obligations.

4 Availability

- 4.1 It is our intention that the Production APIs will be available to you in a live environment for those periods during which the interfaces made available to Customers for directly accessing their Accounts are available. There will, however, be occasions when due to technical, security, maintenance, administrative or other objective reasons (whether within our control or

not) some or all of the Production APIs will not be available. Accordingly, we may from time to time, without incurring any liability to you, temporarily suspend or withdraw any or all of the Production APIs from the live environment for such periods as we shall reasonably determine.

- 4.2 We reserve the right to suspend or with draw access to some or all of the Sandbox at such reasonable times and for such reasonable periods as we deem necessary for (without limitation) technical, security, maintenance, administrative or other objective reasons (whether within our control or not). In such circumstances, we may from time to time, without incurring any liability to you, temporarily suspend or withdraw any or all of the Sandbox for such periods as we shall determine.

5 Intellectual Property Ownership and Permissions

- 5.1 Permanent TSB and / or its licensors are the owners of all registered and unregistered copyright, trade and service marks, database rights, sui generis rights, design rights and other intellectual property rights in the APIs, the Sandbox, and any Permanent TSB systems to which the Production APIs provide an interface.
- 5.2 You are granted permission on a limited, non-exclusive, non-transferable basis to use the Permanent TSB APIs and the Sandbox, subject to and in accordance with these Terms. You shall not acquire any right, interest or title in or to the APIs, the Sandbox or intellectual property rights of Permanent TSB or its licensors except to this limited extent.
- 5.3 The limited permissions granted to you under these Terms in no way imply an endorsement by Permanent TSB of your payment services, and you will not at any time state or infer that Permanent TSB has approved, certified, tested or endorsed your payment services or otherwise say or do anything that would bring Permanent TSB or any of its affiliates into disrepute. Under no circumstances are you authorised, without our prior written consent, to use the Permanent TSB trademarks, names, branding or logos, including to advertise your payment services or your use of the APIs, the Sandbox, Customer data or Customer payment accounts.
- 5.4 You may not copy, reproduce, display, distribute, sell or transmit any of the intellectual property rights of Permanent TSB or its licensors. You are prohibited from in any way altering, modifying or adapting the APIs, including but not limited to by decompiling, reverse engineering, unmasking, disassembling or creating derivative works based on the APIs or the Sandbox, or altering or removing any copyright, trade mark or other proprietary notices from the APIs or the Sandbox.
- 5.5 You will not attempt to circumvent any security measures or technical limitations of the APIs or the Sandbox, or otherwise engage in any activity that interferes with, disrupts, damages or consists of unauthorised access to the APIs or the Sandbox.

6 Data Protection

- 6.1 Each of us is required to comply with applicable data protection law, including the General Data Protection Regulation (“GDPR”).
- 6.2 You are a controller in respect of any personal data that you access, use, store or otherwise process through the Production APIs. You will access, process and retain such personal data only to the extent necessary for the provision of your payment services and with the explicit

consent of the Customer. For the avoidance of doubt, you are solely responsible for compliance with your obligations under applicable data protection law.

- 6.3 Permanent TSB is a controller in respect of the personal data of individuals acting on behalf of TPPs (e.g., employees) in accessing the Sandbox and the Production APIs. Please see our [Data Protection Notice](#) for more information.

7 Confidentiality

- 7.1 All information relating the APIs and the Sandbox is our confidential information and you shall keep all information which is provided to you or is accessed and retrieved by you strictly confidential.
- 7.2 You shall only be permitted to disclose our confidential information where such disclosure is required by applicable law or regulation. Unless you are prohibited from doing so by applicable law or regulation, you will give us prior notice of any disclosure you are required to make, and will give us all reasonable assistance should we wish to challenge the requirement to make the disclosure.

8 Liability and Exclusions

- 8.1 The APIs and the Sandbox are made available "as is" without any representations or warranties of any kind, either express or implied. To the greatest extent permitted by applicable law, Permanent TSB makes no representations, warranties or undertakings that the APIs or the Sandbox will be free from defects, including but not limited to viruses or other harmful elements, or that they will be available at all times.
- 8.2 You expressly acknowledge that information given through the Production APIs is as up-to-date as our systems permit at the time of your use or enquiry. To the fullest extent permitted by law, we will not be liable for any loss suffered by reason of any information not being accurate or up-to-date.
- 8.3 Permanent TSB accepts no liability for any infection by computer virus, bug, tampering, unauthorised access, intervention, alteration or use, fraud, theft, technical failure, error, omission, interruption, deletion, defect, delay, or any event or occurrence beyond the control of Permanent TSB, which corrupts or affects the administration, security, fairness and integrity or proper conduct of any aspect of the APIs, the Sandbox or your payment services.
- 8.4 To the fullest extent permitted by law, we will not be liable for, and shall be indemnified in full by you against, any loss, damage or other liability that you or we may suffer arising out of or in connection with:
- 8.4.1 your use of, or inability to use, the APIs and / or the Sandbox;
 - 8.4.2 any breach by you of any representation, warranty or obligation contained in these Terms;
 - 8.4.3 any damage or loss caused by your fraud, wilful default or negligence;
 - 8.4.4 any infringement or alleged infringement of our or our licensor's intellectual property rights; or

8.4.5 any alleged or actual violation by you of any applicable laws,

save to the extent such loss or liability is caused directly by our own fraud, wilful default or gross negligence.

8.5 Where you are authorised as a PISP, you shall be liable and indemnify us for:

8.5.1 any unauthorised payment transaction initiated by you in respect of which Permanent TSB has issued a refund; and

8.5.2 for the non-execution, defective or late execution of a payment transaction initiated by you.

In any such case, you shall immediately compensate us, at our request, for the losses incurred or the sums paid by Permanent TSB to the Customer concerned, unless you can demonstrate to us in accordance with the provisions of PSD2 that you are not responsible for the relevant unauthorised payment transaction or the non-execution, defective or late execution of a payment transaction.

8.6 In no circumstances will we be liable for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature whatsoever.

8.7 Nothing in these Terms of Use excludes or limits our liability to the extent that they cannot be excluded under applicable laws.

9 **General**

9.1 We may withdraw, suspend or otherwise terminate your access to or permission to use all or part of the TPP Sandbox and / or Production APIs if you breach any of the obligations under PSD2 or if we have objectively justified and duly evidenced reasons to suspect there has been unauthorised access or fraud in respect of transactions or where there is a threat to the integrity of the platform or personal data of Customers.

9.2 We may vary these Terms at our discretion from time to time. You should therefore ensure that you regularly check these Terms.

9.3 If any court of competent jurisdiction finds any provision of these Terms to be void or unenforceable for any reason, then such provision shall be ineffective to the extent of the court's finding without affecting the validity and enforceability of any remaining provisions.

9.4 These Terms (and any documents expressly referred to in these Terms) constitute the whole understanding between us and supersede any previous agreements, arrangements or understandings between us relating to the APIs.

9.5 These Terms shall be governed by and construed in accordance with laws of Ireland, and the courts of Ireland shall have exclusive jurisdiction to hear and determine any action or proceedings that may arise out of or in connection with these Terms or the use of the APIs. The foregoing is without prejudice to our right to take proceedings in relation to the Terms before any other court of competent jurisdiction.