

## General Terms & Conditions for the Use of API Developer Portal

### 1 Definition of terms

**The Portal** is the website at [www.cee.bnpparibas-pf.com](http://www.cee.bnpparibas-pf.com) and all parts thereof;

**Third Party:** Third Parties include payment service providers and other persons entitled to provide the account information service (AISP) and/or the payment initiation service (PISP), and/or those who are entitled to issue card-based payment instruments (CISP) within the meaning of the Regulation;

**Regulation** is Commission Delegated Regulation (EU) 2018/389 of 27 November 2017 supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regard to regulatory technical standards for strong customer authentication and common and secure open standards of communication, as may be amended;

**API Connection** is secured and authorised data transmission via the API (Application Programming Interface) provided by the Bank in compliance with the Regulation.

### 2 Introduction

2.1 These General Terms & Conditions for the Use of API Developer Portal (hereinafter also referred to as “the Conditions”) have been jointly issued by the following entities in the BNP PARIBAS group:

- a) **BNP PARIBAS PERSONAL FINANCE**, with its registered office located at bd Haussmann 1, 75009 Paris, France, registered in the Commercial Register administered by the Commercial Court in Paris under no. 542 097 902 (1954B09790)

acting in the Czech Republic through its organisational unit **BNP Paribas Personal Finance SA, odštěpný závod**, with its registered office in Karla Engliše 3208/5, Prague 5, 150 00, registered in the Commercial Register held by the Municipal Court in Prague, section A, file 77003, Company No. 03814742;

acting in the Slovak Republic through its organisational unit **BNP Paribas Personal Finance SA, pobočka zahraničnej banky**, with its registered office in Bratislava, 811 09, Karadžičova 2, Slovakia, registered with the Business register maintained by the District court Bratislava I, Section Po, insert No. 2990/B, Company No. 47 258 713;

acting in Bulgaria through its organisational unit **BNP Paribas Personal Finance SA, Bulgaria Branch**, UIC: 204915054, registered in the Business Register, by the Registry Agency, with registered seat and business address: 1766 Sofia, r.a Mladost 4, Business park Sofia, b. 14, Bulgaria;

acting in Romania through its organisational unit **BNP Paribas Personal Finance SA Paris Sucursala Bucuresti** with its registered office in 78-80 Clucerului street, 1st district, Bucharest, Romania, registered with the Bucharest Trade Register under no. J40/20815/2017, sole registration code RO 38627806;

- b) **MAGYAR CETELEM BANK LIMITED**, a subsidiary of **BNP Paribas Personal Finance SA**, located in the Hungary, a company incorporated under the laws of Hungary, having its registered office at 55-57 Terbzkorut, H-1062 Budapest, Hungary, registered with the Companies Registry of Budapest, under number 01-10043269.

(Hereinafter also collectively referred to as “the Bank”)

2.2 The purpose of this document is to set out the basic rules and conditions for using the Portal.

### **3 The Portal and its key functions**

- 3.1 The Portal has been set up mainly for the purpose of making the Bank's technical documentation on the API available and for the purpose of providing support to Third Parties under the Regulation.
- 3.2 The Portal is primarily intended for developers and representatives of Third Parties.
- 3.3 The Portal is divided into two sections:
  - a) The public section, which is accessible for all visitors and the main purpose of which is to make the documentation on the Bank's API available;
  - b) The non-public section, which is only accessible after logging in and the main purpose of which is to provide a communication channel for supporting the developers who work with the API provided by the Bank in addition to making the documentation under point a) above available.
- 3.4 Support under point 3.3 (b) is provided via a separate subpage, on which requests in the form of tickets can be submitted and tracked. The Bank has no SLA in place for their processing.
- 3.5 The Bank can notify the Portal users of the progress in the processing of their submitted tickets via e-mail notices sent to the e-mail addresses that have been specified in the process of registering in the Portal.

### **4 Registering in the non-public section of the Portal**

#### **a) Registration of users in the non-public section of the Portal**

- 4.1 If users want to also gain access to the non-public section of the Portal, they must first register. A necessary precondition for registration is granting consent to these Conditions.
- 4.2 In the registration process, the user sets, *inter alia*, the username and password that the user will use and their Portal login data. Users shall protect their login data against abuse thereof. Login data is not transferable and it is prohibited to disclose it to any third party.
- 4.3 The Bank can use the details provided by the users to the Bank in the Portal registration process for the purpose of contacting the users.
- 4.4 The user agrees to promptly notify the Bank of any change in their details submitted in the Portal registration process. Should the user fail to do so the Bank shall not be held liable for the damage that the user may sustain for this reason.
- 4.5 The Bank reserves the right to refuse or cancel the registration of a particular user without giving any reasons or prior notice.

#### **b) Assignment to a Third Party's account**

- 4.6 The Third Party that successfully passes through the registration in the Bank's API and is included in the Bank's list of approved Third Parties automatically acquires an administrator account in the non-public section of the Portal, including a unique security code using which the Third Party's employees or other persons authorised to act on behalf of the Third Party can access the account.
- 4.7 The user who wants to register in the non-public section of the Portal as an employee or another person authorised to act on behalf of a Third Party shall declare their affiliation with this Third Party by entering the Third Party's unique security code either immediately in the process of registering in the non-public section of the Portal, or later in the settings of their user profile. All users who enter the Third Party's unique security code as above will be assigned to that Third Party's account (and referred to as assigned users).

- 4.8 The unique security code is an important security element. Third Parties and assigned users shall protect it against abuse and unauthorised use. The Third Party or the assigned user who suspects abuse or leakage of the security code shall report this to the Bank through a ticket.
- 4.9 Where an assigned user stops working as an employee or representative of a Third Party they shall terminate their registration for the Third Party's account and stop using the Portal in this manner.

## **5 The Portal operation rules**

- 5.1 The Bank is the exclusive holder of all rights to the Portal and its content, including intellectual property rights.
- 5.2 The Bank reserves the right to change the content of the Portal as it may need and elect. The Bank is not obliged to actively alert the Portal users to forthcoming changes. The Portal users shall themselves check, on a regular basis, whether or not any changes have been implemented.
- 5.3 Under the Regulation, updated versions of the technical documentation on the Bank's API will be posted not less than three months in advance.
- 5.4 Users agree to treat as confidential any and all information and data that they receive in connection with using the Portal, unless the information is generally known or in the public domain.
- 5.5 The Bank shall not be held liable for any direct or indirect damage or harm that the Portal users may sustain in connection with using the Portal.
- 5.6 The Bank does not guarantee the availability and operability of the Portal and has the right to render it unavailable, in particular for the purpose of implementing modifications or for technical maintenance, or discontinue its operation completely, without any prior notice.
- 5.7 Users agree to use the Portal solely in accordance with its purpose and to refrain from any acts capable of damaging the interests of the Bank or other users of the Portal.

## **6 Personal data processing**

- 6.1 Being a personal data controller, the Bank processes the personal data concerning the Portal users that the Bank receives in the registration process. The personal data are being processed for the purpose of ensuring access to the Portal and providing support. The legal basis for processing is the controller's performance of the contract and compliance with legal obligations. Personal data will be processed for an indeterminate period, while data subjects have the right to request the discontinuation of the processing and erasure of their personal data. Besides this right, data subjects have the right of access to their personal data and the right to the rectification and restriction of processing of their personal data. In matters concerning personal data processing, users can contact the data protection officer at [poverenec@hellobank.cz](mailto:poverenec@hellobank.cz). In case of complaints, the Office for Personal Data Protection can be contacted.

## **7 Effect**

- 7.1 These Conditions come into effect on 01/03/2019.
- 7.2 The Bank may amend these Conditions as may be needed and the new version shall come into effect at the moment when it is published, unless the Bank specifies a different time. Users express their consent to the amended Conditions through their continued use of the Portal. Where a user does not agree to changes in the Conditions, they shall refrain from continued use of the Portal.