

OPEN BANKING - OPEN LICENCE

1. Introduction

- 1.1 This Open Licence (the "**Licence**") is made between you (either as an individual or in your capacity as an authorised representative of a legal person) and the Data Licensor.
- 1.2 By ticking the box below and/or Calling the API of the Data Licensor you agree to comply with and to be bound by the terms and conditions of this Licence. If you do not agree to these terms and conditions, you must not Call the API of the Data Licensor.
- 1.3 By accepting these Licence terms and conditions you also acknowledge that you have read and agree to the Open Banking API User Terms (the "**API User Terms**") between you and Open Banking.

2. Open Data Licence

- 2.1 In consideration of you agreeing to comply with the terms and conditions of this Licence, the Data Licensor hereby grants you a revocable, worldwide, non-exclusive, royalty-free, non-transferable, non sub-licensable licence to Call the Data Licensor's API only for read only access to the Open Data for the following uses:
 - (a) to copy, re-use, publish and distribute the Open Data;
 - (b) to exploit the Open Data for commercial and non-commercial purposes by, for example combining it with other information, or including it in your own products or services; and
 - (c) to adapt the Open Data into different formats for the purposes of data mapping (or otherwise for display or presentational purposes).

3. Open Data Terms of Use

- 3.1 You must not:
 - (a) change the content of any Open Data;
 - (b) use or present the Open Data or any analysis of it in a way that is unfair or misleading, for example comparisons must be based on objective criteria and not be prejudiced by commercial interests; or
 - (c) Call any API, or use or present the Open Data, in any way or for any purpose which is in breach of any rights of any third party (including intellectual property rights) or of applicable law or regulation in the United Kingdom or is inconsistent with this Licence or with the API User Terms.
- 3.2 This Licence does not grant you write access to the Open Data.
- 3.3 You must acknowledge the source of the Open Data that you Use by including the following attribution statement:

"Contains Open Data licensed under the Open Banking Open Licence"
- 3.4 If you fail to comply with any terms and conditions of this Licence, including these Terms of Use, then the rights granted to you under this Licence will end.

4. Trade marks and brands

- 4.1 In consideration of you agreeing to comply with the terms and conditions of this Licence, the Data Licensor hereby grants you, or procures the grant of a revocable, worldwide, non-exclusive, royalty-free, non-transferable, non sub-licensable licence to Use the Data Licensor Marks solely for the purposes of identifying and distinguishing the Data Licensor as the source of any of its Open Data that you Use and you shall only Use the Brand relevant to such Open Data.
- 4.2 The Data Licensor may at its sole discretion provide you with logos identifying and distinguishing the Data Licensor, and your use of such logos shall be subject to the Data Licensor's standard brand guidelines and any standard licence agreement (free of charge).
- 4.3 You acknowledge that Data Licensor or its affiliates are the sole and exclusive owner of the Data Licensor Marks and no rights are conveyed or granted to you outside the terms of this agreement. All goodwill associated with the Data Licensor Marks will remain and inure to the sole and exclusive benefit of Data Licensor or its affiliates.
- 4.4 This Licence does not affect your rights under fair dealing or fair use or any other exceptions under or in relation to any intellectual property rights or other applicable law.

5. No Endorsement

- 5.1 This Licence does not grant you any right to Use the Open Data or the Data Licensor Marks in any way that suggests or implies any formal or informal association with, or endorsement of, you or your products or services, either by Open Banking, the Data Licensor or by any other API Provider except as set out in this Licence.
- 5.2 If your Use of the Open Data means that you are carrying out a Regulated Activity (as such term is defined in Part IV of the Financial Services and Markets Act 2000 (FSMA)) and/or your Use of the Open Data is otherwise regulated by any similar or equivalent legislation to FSMA (as FSMA or such similar or equivalent legislation may be modified, superseded, re-enacted or replaced from time to time) then you must be approved by the relevant regulatory authority to undertake the Regulated Activity and take all necessary steps required in order to carry out the Regulated Activity and/or Use as the case may be.

6. Obligations

- 6.1 The Data Licensor warrants that the Open Data is made available in accordance with the terms of the data, technical and security standards issued by Open Banking in compliance with the CMA Order and as such all access to its APIs is on a continuous basis without charge in accordance with the service level agreement agreed between it and Open Banking and that all Open Data available for Calling through its APIs shall be as accurate, comprehensive and up to date as reasonably practicable.
- 6.2 Except to the extent that it is expressly provided for under the terms of this Licence, the Data Licensor shall not be liable for any loss, injury or damage of any kind whatsoever (whether direct or indirect and howsoever caused) arising in connection with this Licence, to the fullest extent permitted by applicable law.

7. **Governing Law and Jurisdiction**

This Licence and all non-contractual obligations arising in any way whatsoever out of or in connection with it are governed by, construed and take effect in accordance with English law. Any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Licence shall be settled in accordance with the dispute resolution procedure set out in clause 13 of the API User Terms, with the courts of England having exclusive jurisdiction in relation thereto.

8. **Definitions**

"**API**" means an application programming interface through which an API Provider makes available Open Data, as may be modified or updated from time to time;

"**API Providers**" means any natural or legal persons identified as an API Provider on the register of API Providers made available on the Open Banking Site, as such register may be modified or updated from time to time;

"**Brand**" means the brand provided in the Brand Name and Brand ID data fields of the Open Data returned by an API Provider to distinguish the particular provider of such Open Data;

"**Call**" means making calls on or otherwise interfacing with an API;

"**CMA Order**" means the Competition and Market Authority's Retail Banking Market Investigation Order 2017;

"**Data Licensor**" means the API Provider whose API you Call under the terms and conditions of this Licence;

"**Data Licensor Marks**" means all rights subsisting from time to time in the trademarks owned by or licensed to the Data Licensor in word form which relate to the applicable Brand identified by the Open Data provided by the Data Licensor, including any rights owned by the Data Licensor at common law and any future applications for or registrations of such marks;

"**Open Banking**" means Open Banking Limited, a private company incorporated and registered in England with company number 10440081 whose registered office is at 2 Thomas More Square, London, United Kingdom, E1W 1YN;

"**Open Banking Site**" means the Open Banking website located at www.openbanking.org.uk, as may be modified and updated from time to time;

"**Open Data**" means the Reference Information and Product Information made available under read-only access through an API by an API Provider, as may be modified or updated from time to time;

"**Product Information**" means the information summarised below (and set out in more detail in Article 12 of the CMA Order) relating to PCA Products, BCA Products and SME Lending products before the application of any negotiated changes for each on-sale product, including where relevant:

- (a) product prices including credit interest;

- (b) all charges, including the interest rates (credit and debit) which apply to the product, the fees and charges which may apply to activity on the account, and the circumstances in which these charges apply;
- (c) benefits, including credit interest and constituent parts of packaged accounts;
- (d) maximum monthly charges;
- (e) terms and conditions; and
- (f) customer eligibility criteria.

"**Reference Information**" includes all branch locations, all branch opening times and all ATM locations;

"**Use**" means the permitted uses of Open Data set out in clause 2 of this Licence; and

"**you**" means the natural or legal person that has entered into this Licence.