
Jordan International Bank plc

Terms and Conditions of Use for Developer Portal

1 Introduction

These terms and conditions of use ("**Terms**") apply between you and Jordan International Bank plc ("**Jordan International Bank**", "**we**", "**our**" or "**us**") in relation to your use of the Jordan International Bank Developer Portal ("**Developer Portal**"). By registering with the Developer Portal, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, you should not register with and/or use the Developer Portal.

These Terms, together with any Jordan International Bank Developer Agreement ("**Developer Agreement**"), any schedules we provide you with and any notifications we provide to you constitute the entire agreement between you and Jordan International Bank and supersede all prior discussions, arrangement or agreements that might have taken place in relation to the Terms. [Where there is a conflict between these Terms and the Developer Agreement, the terms of the Developer Agreement will apply.]

2 Your account

To access the Developer Portal, you do not need to be authorised or registered. However, before we grant you access to our production environment, you must be registered and authorised by the Financial Conduct Authority (or another competent authority) and enrolled on the Open-Banking Directory.

To use the Developer Portal you must register by creating a developer account. You are responsible for maintaining the confidentiality of your (and any users') account details and password and must always take appropriate steps to keep your (and any users') details safe.

You must ensure that any information you provide in relation to your registration is correct and complete. You are responsible for keeping your details up to date and accurate throughout your use of the Developer Portal.

You are responsible for ensuring that all users that you grant access to your account comply with these Terms [and the Developer Agreement and any other agreement related to the Developer Program].

3 Use of the Developer Portal

We grant you a limited, revocable, non-transferable, non-assignable and non-exclusive license to access and use our Developer Portal for your use only in connection with the Jordan International Bank Developer Program (the "**Developer Program**").

You may not use our Developer Portal for any commercial or non-commercial purposes other than the way in which it is intended to be used, or in any way that:

- (a) is unlawful or harms Jordan International Bank, our customers or any other party as determined by us at our sole discretion;
- (b) breaches any applicable laws, regulatory guidance, code of conduct, policy, terms, and conditions, or any notice applicable to the Developer Portal or Developer Program;
- (c) could damage, disable, overburden or impair the Developer Portal or any network connected to the Developer Portal or interfere with any other party's use of the Developer Portal; or
- (d) attempts to gain unauthorised access to the Developer Portal, the server on which the Developer Portal is stored or any server, computer or database connected to

You must not misuse the Developer Portal by knowingly introducing viruses, bugs or other material that is malicious or technologically harmful.

We do not guarantee that the Developer Portal will be secure or free from bugs or viruses.

You are responsible for ensuring that you configure your information technology, computer and/or devices to access our Developer Portal, including ensuring that they are compatible with any browser requirements that are required to access the Developer Portal from time to time. You are responsible for using your own virus protection software.

From time to time, we carry out maintenance on our Developer Portal. Whilst we are carrying out this maintenance, the availability of our Developer Portal may be limited. We will use reasonable endeavours to carry out any routine, non-urgent maintenance on our Developer Portal between the hours of 5pm and 9am]. We may carry out urgent maintenance at any time.

4 Intellectual property rights

All Content included on the Developer Portal is the property of Jordan International Bank, our affiliates or other relevant third parties. In these Terms, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of the Developer Portal. By continuing to use the Developer Portal you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on the Developer Portal shall be construed as granting any licence or right to use any trade mark, logo or service mark displayed on the Developer Portal without our prior written permission.

You may for your own personal, non-commercial use retrieve, display and view the Content on a computer screen. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Jordan International Bank.

For any information and materials you post or otherwise provide to us related to the Developer Portal (an "**Upload**"), you grant Jordan International Bank and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, sub-licensable licence to use, copy, distribute, transmit, make available, publicly display, publicly inform, reproduce, edit, adapt, modify, translate, reformat and create derivative works of your Upload, each solely in connection with the Developer Portal and the Developer Program. We will not pay you for your Upload and you may remove your Upload at any time by JIB. For each Upload you provide, you represent that you have all rights necessary for you to grant us the rights provided in this section.

If you provide us with feedback or suggestions in relation to the Developer Portal ("**Feedback**"), you agree that such Feedback shall be owned by Jordan International Bank, without any obligation to compensate you. We may also develop technology, corrections, modifications, enhancements, derivatives or extensions ("**Improvements**") based on such Feedback, and such Improvements and any intellectual property rights therein, shall be owned exclusively by Jordan International Bank. You hereby assign all such intellectual property rights in such Improvements to Jordan International Bank and you agree to do any such acts and sign any further documents that may be required to confirm ownership of such intellectual property rights by us.

5 Data Protection

Please see our Developer Portal Privacy Notice which explains how we collect and use your personal data when you register on and use the Developer Portal.

6 Confidential Information

If you gain or receive any confidential information relating to our Developer Portal, you agree to treat such confidential information with strict confidentiality and you may not disclose such information to third parties.

7 Links to other websites

The Developer Portal may contain links to other websites. Unless expressly stated, these websites are not under the control of Jordan International Bank or that of our affiliates.

We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

The inclusion of a link to another website does not imply any endorsement of the websites themselves or of those in control of them.

8 Changes to these Terms and the Developer Portal

We can change these Terms at any time without providing notice to you. You are responsible for regularly checking our Terms for any updates. By continuing to use the Developer Portal, you are deemed to have accepted any changes that we have made to these Terms.

We also have the right to change, modify or expand the Developer Portal at any time. Where possible, we will provide you with prior notice of any such changes, however, we reserve the right to do so without providing you with prior notice.

9 No warranties

We provide the Developer Portal on an “as is” and “as available” basis. You agree that your use of the Developer Portal is at your own risk and you will be solely responsible for any damage that results from use of the Developer Portal to your computer system or loss of data.

To the fullest extent permitted by applicable law, Jordan International Bank makes no representations, warranties or conditions whether express or implied, of any kind as to the operation of the Developer Portal or in the information, Content or materials included in the Developer Portal and disclaims any and all warranties or conditions, express, statutory and implied, including without limitation (1) warranties or conditions of merchantability, fitness for any general or particular purpose, availability, workmanlike effort, accuracy, title, quiet enjoyment, no encumbrances, no liens and non-infringement, (2) warranties or conditions arising through course of dealing or usage of trade, and (3) warranties or conditions that access to or use of the Developer Portal will be uninterrupted or error-free or that the Content is accurate, complete or otherwise valid.

We have no obligation to provide maintenance or support for the Developer Portal, including without limitation training or other assistance.

10 Limitation of liability

We will not be liable to you for any of the following loss or damage, whether in contract, tort (including negligence), breach of statutory or otherwise, even if foreseeable:

- (a) any business losses, such as loss of profits, income, revenue, anticipated savings, business, contract, goodwill or commercial opportunities;
- (b) loss or corruption of any data, database or software; and
- (c) any special, indirect or consequential loss or damage.

By using the Developer Portal, you acknowledge and agree that we are not responsible for any interference or damage to your computer system, the records stored thereon

or those of any other person, which arises in connection with your use of the Developer Portal.

You also acknowledge and agree that we are not responsible or liable for:

- (a) use of or reliance on any Content;
- (b) use of, or inability to use, the Developer Portal; or
- (c) any third-party conduct, content, transmissions or data;
- (d) any viruses, bugs or other disabling features that affect your access to or use of the Developer Portal;
- (e) any incompatibility between the Developer Portal, services, software, and hardware; or
- (f) any delays or failures you may experience in initiating, conducting or completing any transmissions or transactions in connection with the Developer Portal.

11 Indemnification

You will indemnify, defend and hold harmless Jordan International Bank and its affiliates, and their respective officers, directors, employees, and agents against any claim, loss, damage, settlement, cost, expense or other liability (including, without limitation any legal fees) arising from or related to your breach of any representation or warranty or other obligation contained in these Terms.

12 Termination

This agreement shall continue until either you or we end it.

We may terminate your use of the Developer Portal by providing at least **30** days' written notice at any time.

We may suspend or terminate your use of the Developer Portal with immediate effect if we suspect that you or anyone that you have granted access to is in breach of these Terms [or the Developer Agreement].

You can cancel your access to the Developer Portal by contacting us .

Upon termination or suspension you will be unable to retrieve any information related to your Developer Portal account.

All provisions in these Terms that may reasonably be construed as surviving these Terms will survive the expiration or termination of these Terms.

13 General

You shall not assign or transfer any of your rights under these Terms to any other person. We may assign or transfer our rights under these Terms at any time.

The Contract (rights of Third Parties) Act 1999 shall not apply to these Terms and no third party will have any right to enforce or rely on any provision of these Terms.

If any court or competent authority finds any provision of these Terms or the Developer Agreement (or part of any provision) are invalid, illegal or unenforceable, that provision or part provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

These Terms shall be governed by the laws of England and Wales and all disputes and any other matters arising out of these Terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English courts.