

## Isracard Ltd – Open Banking - Developers Portal - Terms of Use

Isracard Ltd. (referred to hereby as "Isracard", "we", "our" or "us"), is excited to welcome you to Isracard's Open Banking Developers Portal located at <https://openbanking.isracardgroup.co.il>, including any linked or directed sub-domains and any services or content made available through the Portal (the "**Portal**").

The Portal is provided by Isracard, and contains general information and knowledge regarding Open Banking at Isracard, as well as documentation, communication protocols, API (Application Programming Interface) and a Sand-Box environment for developers and other parties wishing to take part in the Israeli Open Banking system (or other Open Banking enthusiasts).

These terms of use ("**TOU**") govern your specific access and use of the Portal, and thus should be read with diligence. In addition to these TOU, once you have registered and created an account, your use of the Portal shall also be governed by the [**Terms of Service**] and/or any other agreement entered into by you, or anyone on your behalf, and by Isracard with relation to the Portal.

Please note that Isracard's general online activities and services, set apart of the Portal, are available through Isracard's websites and applications accessible through <https://digital.isracard.co.il> ("**Isracard's Main Site**") and their respective [**terms of use**] and [**privacy policy**]. Any use of Isracard's Main Site, whether linked to and/or combined with the Portal, or independent, shall be governed by those certain terms applicable to Isracard's Main Site.

By accessing or using the Portal, you expressly acknowledge and represent you have understood and agreed to comply with, and be legally bound by, these Terms of Use, together with the Portal's [Privacy Policy] and the [**Service Policy Main Terms**] (the "**Terms**"), effectively entering into a legal agreement with Isracard. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

In addition, your use of the Portal is subjected to the provisions set by the Israeli Supervisor of Banks (the "**Regulator**"), under Proper Banking Procedure No. 368 regarding the implementation of the Open Banking Standard in Israel ("**Directive 368**").

If you do not agree to be bound by these Terms, please do not access or use the Portal or any part thereof.

### User Information and Account

1. While some general features of the Portal are open to all, in order to access main features of the Portal, such as technical information, code and specifications provided by Isracard relating to its Open Banking (or other) products and solutions ("**Documentation**"), receive technical support and be able to gain access to API's and the Sandbox environment, you must register and create an account on the Portal ("**Account**").
2. An Account is yours – and yours only, under your control and responsibility. You agree not to create an Account for anyone else or use the account of another without their permission. You are solely responsible for the activity that occurs in your Account. When creating your Account, you will be required to provide certain information as may be requested by Isracard from time to time, including (a) valid contact information (such as an e-mail address and/or phone number) and (b) choose your password.

Please note that you have no legal obligation to create an Account or provide such information, which remains subject to your complete discretion. If you do not wish to provide such information, please refrain from using the Portal and/or creating an Account. However, should you choose to create an Account and gain access to the Portal, you hereby acknowledged and commit to provide only accurate and complete information that is yours, and to keep your Account password and access information confidential and secure at all times.

3. As mentioned, the Portal is activated and subjected also to Directive 368. Accordingly, in order to access the main features of the Portal, gain familiarity and enable use of API's and have the ability explore and experience with the open banking services offered by Isracard in the Sandbox environment, you must also possess a valid Certificate issued by the Regulator as set under Directive 368.
4. To allow proper use of the Portal, it is your responsibility to update your contact information as well as the other information you provided to us, in order to use our services. You agree that Isracard may use your contact information to communicate with you, as well as sending inquiries and other various requirements in accordance with applicable regulations. Please note that without proper registration and valid information, we will not be able to provide certain services, including technical support. Therefore, you undertake to update us immediately in case there is a change in the contact details with you or any other details that affect the contract, as well as notify us of any breach or compromise of your Account and/or contact information, to [OBIsracardGroup@isracard.co.il](mailto:OBIsracardGroup@isracard.co.il).

#### **Additional Agreements; Access to API Services**

5. If you are using the Portal, or creating an Account, on behalf of a legal entity, you hereby approve and represent that you have duly obtained and hold all requisite legal authority and power to represent, act on the behalf and bind such legal entity and that your agreement to these Terms is made on behalf of that legal entity and in its name.
6. Certain features of the Portal with respect to use by legal corporations, may be subject to additional approvals and agreements as shall be required by Isracard at its discretion, from time to time.
7. Isracard hereby retains sole and exclusive discretion to determine whether to approve an application submitted by a user, or to engage in an agreement with a legal corporation pursuant to these Terms.
8. Without derogating from the generality of the above, use of an API may be subjected to a specific agreement, containing the terms of license, services and other requirement and restrictions, to be executed between such user and Isracard, as shall be required by Isracard from time to time ("**Additional Agreement**").
9. As may be also set under the Documentation, each of the API's provided by the Portal has its own specific permissions defined in the API's corresponding certificate.

#### **Your Use of the Portal; Restrictions**

10. You hereby agree and warrant to use the Portal, Documentation and APIs, in accordance with the provisions of applicable laws, regulations and/or agreement, including the following terms:
  - 10.1. You will not use the Portal, Documentation and APIs except for the uses and purposes expressly defined in these Terms. Any use that is not expressly permitted under these Terms is hereby prohibited.



- 10.2. Without derogating from the generality of the aforesaid, the Portal, Documentation and APIs may not be used, applied and/or any functionality be developed, in the following ways or for the following purposes:
- 10.2.1. Encouraging or promoting illegal activity or violation of any third parties' rights whatsoever, including, but not limited to, infringement of intellectual property rights, privacy and confidentiality;
  - 10.2.2. Publishing, uploading and/or processing illegal, offensive, discriminating, or degrading content;
  - 10.2.3. For the development of applications and/or functionalities that are not authorized in accordance with the provisions of any law or regulation.
  - 10.2.4. Using or launching any automated system (including without limitation, "robots" and "spiders") to access the Portal or any use that constitutes, promotes or is linked to a computer virus or malware.
  - 10.2.5. Disrupting infrastructure, servers, systems or networks connected to the Portal or use that may cause damage to the proper functioning of the Portal other Isracard, its subsidiaries and/or its affiliated companies' ("**Isracard Group**") assets or services, or other third party assets or services (including governmental authorities and/or public entities).
  - 10.2.6. Use that is in violation of the provisions of law and/or agreement, including in violation of Isracard Group's and/or any other third party intellectual property.
- 10.3. You may not sub-license the use of the Portal, Documentation and APIs to any third parties. You may not copy, distribute or modify any part of the Portal, Documentation and APIs, and/or use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose any Part of the Portal or Documentation, except as expressly authorized herein. You further undertake not to perform re-engineering in APIs, except and only to the extent expressly permitted by applicable law.
- 10.4. You undertake to ensure that the means you shall use in connection with your activities are technically appropriate and support the requested service.
- 10.5. You undertake to notify Isracard as soon as you become aware of any case of misuse of Isracard Group's systems, and/or software and/or infrastructure and/or a security incident or the existence of a concern about it.

### Intellectual Property

11. Any and all content on the Portal, including without limitation, the Documentation, and any text, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services, and (ii) the trademarks, service marks and logos contained therein, whether registered or not, (collectively "**Isracard IP**"), are the sole and exclusive property of Isracard and may be protected by applicable copyright or other intellectual property laws and treaties. We reserve all rights not expressly granted in and to the Portal and the Isracard IP.
12. The Isracard IP included in the Portal is made available to you, exclusively for your internal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of Isracard IP or any part thereof, you must retain all copyright and other proprietary notices contained therein.
13. You undertake not to infringe the rights of Isracard Group and/or any third party, and to take all efforts to prevent such infringement by third parties. It is clarified that these Terms or the use of the Portal do not grant you any rights other than those explicitly set forth in these Terms.

### Warranty Disclaimer; Limitation of Liability

14. You hereby undertake and bear full and exclusive responsibility for any use of the Portal, Documentation, APIs, application, websites or any other material used in connection with these Terms and that the use of APIs and the development of the application / functionality will be done in accordance with the provisions of any law and subject to third party rights.
15. Isracard and/or any person on its behalf, will not bear any responsibility, including damage caused by you and/or anyone on your behalf, and/or due to your and/or anyone on your behalf activity, violation of the rights of any third party made by the user or due to the incorrectness of your statements, etc.
16. The Portal, Documentation and any content provided thereunder are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Isracard hereby disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, title, fitness for a particular purpose, non-infringement, and those arising by statute or from a course of dealing or usage of trade. Isracard does not guarantee that the Portal, Documentation and any content provided thereunder, will be free of bugs, security breaches, or virus attacks. The portal may occasionally be unavailable for routine maintenance, upgrading, or other reasons. You agree that Isracard will not be held responsible for any consequences to you or any third party that may result from technical problems of the internet, slow connections, traffic congestion or overload of our or other servers.
17. Isracard is not responsible for any damage, direct or indirect, that may be caused to you or any third party as a result of or in connection with the use of the Portal, Documentation and APIs or in connection with the inability to use them and/or in connection with your reliance on the content and information contained therein. APIs are under your sole responsibility and you will be responsible for any damage caused or likely to be caused to you or third parties, including but not limited to, damage due to loss of profits, loss of revenue, damage to reputation, damage to computer systems and/or loss of information.

18. Without derogating from the generality of the aforesaid, Isracard is not responsible for any loss, corruption or deletion of user information stored in the Portal and in the sandbox environment. You are solely responsible for maintaining and backing up and taking all necessary measures to protect and preserve the information including in accordance with the provisions of any law.
19. To the fullest extent permissible by law, isracard and/or any person on its behalf, shall not be liable for any direct, indirect, exemplary, special, consequential, or incidental damages of any kind, or for any loss of data, revenue, profits or reputation, arising under these terms or out of your use of, or inability to use, the portal and any content provided thereunder, even if isracard has been advised of the possibility of such damages or losses.

#### **Change, Block, Termination of services**

20. Without derogating from Isracard's rights under any law and/or agreement, Isracard may block and/or terminate the Portal and/or the provision of any services provided thereunder, permanently or temporarily, in whole or in part, and/or restrict and/or suspend and/or refuse your access to the Portal at its sole discretion. The above includes cases arising from the Isracard's need to protect the Portal's users, Isracard Group's customers and/or Isracard Group itself and/or third parties, including in any of the following cases:
  - 20.1. In any case that Isracard becomes aware of malfunctions and exceptional events and in any other case of difficulties, disruption, failures and/or investigation and/or the existence of a fear of a security breach, cyber incident, intrusion into systems and/or misuse of them.
  - 20.2. In any case there of suspicion of activities that are in breach of the provisions of the law and/or the Terms of use and/or Isracard's guidelines in any of the systems.
  - 20.3. In any case where Isracard will or may be restricted or limited from continuing to provide the services for a reason related to any third party and/or for technical reasons and/or in accordance with any applicable law and/or in accordance with the guidelines and directives of the Bank of Israel and/or any other governmental authority, as may be from time to time.
  - 20.4. For the purpose of performing maintenance and/or upgrading work for which no prior notice will necessarily be given.

## Confidentiality

21. You hereby undertake that you and/or anyone on your behalf, will keep in complete and complete confidentiality any document, information, details and data of any kind, including orally or in any other way, about Isracard and/or about Isracard Group and/or their employees and/or customers and/or potential customers, including any matter that is subject to a duty of banking confidentiality and/or privacy, business and commercial matters, trade secrets, ideas, knowledge and/or techniques, procedures, rules, information regarding systems, working methods and/or work procedures, guarding arrangements, security, information security, including passwords, private and public keys and any means of access and/or security ("**Information**") that come to your and/or anyone on your behalf possession and/or knowledge in connection with the use of the Portal and the services provided through it. It is clarified that this obligation will not apply to Information which (1) was lawfully known to you prior to accessing the Portal, and that you are not obliged to keep it confidential under agreement and/or law and that you have evidence to that effect; (2) information that has become, or will become public property without violating the obligation of confidentiality; (C) Information provided to you by another party lawfully and without breach of obligation to Isracard and/or anyone on its behalf.
22. You undertake that you, anyone on your behalf, will meet all the conditions required for the security of Information in connection with the use of the Portal.
23. Your obligations set forth in these sections 21 and 22 above do not detract from any other of your obligations to maintain confidentiality to the extent that they are signed separately and are not limited in time.

## General Terms

24. **Modification.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following posting of the revised Terms on the Portal, and your continued use of the Portal thereafter means that you accept those changes.
25. **Site Access.** For such time as these Terms are in effect, we hereby grant you permission to visit and use the Portal provided that you comply with these Terms and applicable law.
26. **Information Description.** We attempt to be as accurate as possible. However, we cannot and do not warrant that the content available on the Portal is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Portal and its content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Portal and content. Your use of the Portal and content, or any part thereof, is made solely at your own risk and responsibility.
27. **Independent Contractors.** You and Isracard are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Isracard. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of Isracard.
28. **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by Isracard without restriction or notification to you. Any prohibited assignment shall be null and void.
29. **Governing Law.** These Terms and the relationship between you and Isracard shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its principles of conflict of laws. Any dispute with respect to these Terms shall be resolved exclusively by the courts of Tel Aviv-Yafo, Israel.

30. **General.** These Terms, including any linked or referenced terms or policy, shall constitute the entire agreement between you and Isracard concerning the Portal. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

## Portal Privacy Policy

1. The Bank respects the privacy of users of its services and the users of the portal (hereinafter "**the users**"). The Bank makes efforts and takes advanced measures to properly maintain the information collected or provided as part of the use of the portal. This Privacy Policy will list the uses that the Bank may make of the personal information about users that will be collected in connection with browsing or using the portal services, and your use of the portal in any form constitutes your agreement to the terms of this policy as follows. If you do not agree to the terms of the policy, you are asked to refrain from using the portal, and you are welcome to contact us by one of the means listed at the bottom of this policy.
2. All information or data provided by you in connection with the use of the portal, or data collected about you as part of the use, including identifying information as collected and documenting your actions on the portal (hereinafter "**the information**"), will be stored and secured in the bank's databases and / or on its behalf. The information provided or collected about you is required for the purpose of managing the portal, providing services on it, monitoring or identifying actions and processes required of the Bank by any law and in particular the regulation applicable to it and its use on the portal (including **NAV 368** as defined above). However, its delivery, voluntarily and with your consent above and below, is required in order to provide the portal services legally and properly.
3. You know and you agree that the Bank will use the information for the operation of the portal, its security, compliance with the provisions of the law applicable to the bank in connection with the operation of the portal and its use and / or decision making and risk management, including transfer to third parties as necessary to achieve these purposes. You also agree and confirm that the Bank will use the information for the purpose of monitoring and / or statistical analysis of the information for its own purposes and / or to prevent fraud and / or illegal activity and / or 'for additional services' before PSC 368 and all subject to the provisions of any law.
4. Without derogating from the above, you know that the Bank may keep all automated records related to inquiries and responses on the Portal for a period of seven years or more, as required by the Bank.
5. You declare and undertake that you meet all the requirements and obligations that are fixed or applicable to you regarding your use of the portal according to Nevat 368 in relation to your activity on the portal and your relationship with the Bank and / or its customers.
6. The Bank may use or operate software that collects and / or characterizes information about all your activities with the Bank and / or the Portal, and analyzes this activity for the purpose of optimizing the provision of its services, within the portal or in general, and to better tailor the services to your needs or characteristics.
7. The Bank may use, among other things, various software and technologies based on Cookies, Tags, Pixels, Web Beacons, and other storage technologies (hereinafter collectively "Cookies"), for the purpose of collecting or receiving information in the online services or for displaying and accessing targeted information on them or other websites. Of the online services, for the purpose of verifying your details and / or verifying your identity, as well as in order to collect and characterize various statistics about you and about how the services and / or portal are used, preferences for use, and for information security and cyber protection purposes.



8. Cookies are actually text files (or lines of code) that are created in your browser and / or mobile device, as far as possible in the device / computer settings, and collect relevant information, such as the length of your stay on the site / page / screen, how you browse and how they are used, including use At your IP address, domain name and access point to the service, device location, connection dates, and other digital IDs. Cross-referencing such data and uses is required of the Bank, inter alia, also for the security of the portal, the information of its customers and those who use the portal and protection of access to information about you, as well as to prevent fraud, predictions, unauthorized or prohibited use of the portal. .
9. You may at any time update or change the settings of your device / computer and completely or partially block the use of various cookies and / or other permissions requested by the online and digital services you use. In this case, some or all of the services may not work properly (for example, auto-detection, usage preferences, or sample language may not be maintained). Changing the settings of your device as stated is at your own risk.
10. Without derogating from what is stated in this policy, the Bank will be entitled to act in relation to your information in accordance with the directives of the Supervisor of Banks and / or other regulations in the Bank's business and / or information security requirements of any kind, which will apply to the portal and regulate open banking activities.
11. For any questions, requests or interest in the privacy policy and the use of information about you in connection with the portal, you are welcome to contact via [contact](#) developer porta