

End-User Terms of Service

Version: 31 October 2024

Thank you for using Tink's services.

These end-user terms of Service ("**Terms**") explain the rules applicable to you ("**you**", "**your**") each time you use our account information services ("**AIS**") and/or our payment initiation services ("**PIS**") (together or alone the "**Services**") provided by either Tink AB or Tink Financial Services Limited (depending on your location, see further section 1 below) ("**Tink**", "**we**", "**us**", "**our**").

We provide our Services through the applications or websites of our customers that offer their own services to you (for example merchants, banks, financial institutions or other service providers) ("**Partner(s)**") or, in some cases, through customers of Partners. To use our Services, you must accept and sign up to the present terms by clicking "Continue" or "Accept", which will form an agreement between you and us when you do so. These Terms explain how we provide you our Services and in accordance with the laws of Sweden give you the legally required information about the distance selling contract of our financial services prior to you accepting to use our Services. We rely on these Terms, so each time before you accept to use our Services, please make sure to read through them carefully and to download and save them. If you do not agree to these Terms, you cannot use our Services.

These Terms apply only to our Services. Your use of any applications or websites provided to you by a Partner ("**Partner Service**") is subject to a separate agreement between you and the Partner. These Terms will not affect the terms of the separate agreement between the Partner and you.

You can always find these Terms and other information related to the Services on our website. Some information may also be shared with you in connection with the use of the Services as required under mandatory law. These Terms are available in the section "End-User Terms of Service" on the "Our agreements" page on our website at <https://tink.com/legal/agreements>. For contact details, please see section 11.

1. Who are we?

1.1 If you are located in the European Economic Area ("EEA"):

We are Tink AB. We are a private limited liability company and authorised payment institution registered in Sweden with company registration number 556898-2192. Our registered office is at Vasagatan 11, 111 20 Stockholm, Sweden.

We are authorised and regulated by the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) ("**SFSA**"), under the Swedish Payment Services Act (2010:751), which is stated in the Company Register kept by the SFSA, <https://www.fi.se/en/our-registers/company-register/>. Our identification number with the SFSA is 44059. SFSA's address is Swedish Financial Supervisory Authority, Box 7821, 103 97 Stockholm, Sweden and you can call them at SFSA switchboard: +46 (0)8 408 980 00.

1.2 If you are located in the United Kingdom:

We are Tink Financial Services Limited. We are a private limited liability company and authorised payment institution registered in England with company registration number 12347825. Our registered office is at Sweden House, 5 Upper Montagu Street, London, W1H 2AG England.

We are authorised and regulated by the Financial Conduct Authority ("**FCA**") under the Payment Service Regulations 2017, which is stated in the Financial Services Register kept by the FCA,

<https://register.fca.org.uk/s/>. Our Firm Reference Number with the FCA is 988456. You can find the FCA's contact details below and at the FCA's website at <https://www.fca.org.uk/>.

FCA's address is Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN and you can call them at FCA Contact Centre: +44 (0)300 500 0597 or FCA Consumer Helpline: +44 (0)800 111 6768.

2. What services do we provide and how do we provide them?

2.1 General

2.1.1 Our Services are integrated with Partner Services. This means that you access and use our Services through a Partner Service (for example, when you want to purchase goods or services online). We provide our Services to you only and you should not share your access to the Services with anyone else. Our Services do not cost anything to use. However, your mobile phone company or internet service provider might charge you fees. The Partner might also charge you for your use of the Partner Service.

2.1.2 You need to have access to a stable internet connection to use our Services. You can use our Services with your internet browser and no special software is needed. You might receive our Services differently depending on the type of device you are using, the type of account(s) you have, and the way your account provider (for example, your bank or card issuer) ("**Account Provider**") provides access to your account(s).

2.1.3 You can normally use our Services around-the-clock, every day of the year. However, in case of technical errors, or events outside our control as set out in these Terms, the Services may be executed with a delay or with interruptions. We may make objectively justifiable changes in operating methods and technical specifications and temporarily shut down the Services for maintenance, security and similar activities needed in order to provide the Services. You can find information about our planned maintenance or incidents on our website at status.tink.com.

2.1.4 Our Services may be provided to you with the Partner acting as our agent. Where this is the case, it will be made clear to you before you provide your explicit consent to be provided with our Services. Any such agents will be registered on the public register at the SFSA or the FCA depending on whether the service is being provided in the EEA or United Kingdom, respectively. We will be responsible for the services provided to you by our agents. You can find information about our agents on our website at [Tink's Use of Agents](#).

2.2 Account information services ("AIS")

What is this?

2.2.1 The AIS allows you to access account information from one or more of your online payment accounts or other online accounts ("**Account Information**"). The Account Information that can be shared through our Service will depend on what the Partner Service offers. It can for example include your past transactions, the amounts and details of those transactions, the name and number of your account(s), how much money you have in your account(s), savings, loans and investments and other details about the transactions you have made.

2.2.2 Depending on what the Partner Service offers, the AIS may be provided to you in different ways. These are:

(a) **One-off AIS** where we access your Account Information just one time; and

(b) **Continuous AIS** where we access your Account Information on a periodic basis until the agreement terminates pursuant to section 8.1.2.

2.2.3 The Account Information we access might not include all the Account Information you would see if you accessed your accounts on your own through your Account Provider. We do not include any information that is considered “Sensitive payment data”. It is your Account Provider that decides what “Sensitive payment data” is, but it can for example be information about your login details which can be used for fraud. We will inform you about what Account Information we will access when we ask for your explicit consent to provide you with the AIS.

How does it work?

2.2.4 When you want to access your Account Information by using our AIS, you will have to accept these Terms and give us explicit consent for providing the AIS by clicking “Continue” or “Accept”, which means that you consent to us accessing your accounts. You will be informed for how long we will have access to your accounts when we ask for your explicit consent. You will then either be presented with a list of Account Providers or be securely transferred to your Account Provider for authentication (depending on the functionality of the respective Partner Service). If you are presented with a list of Account Providers, you will then select the Account Provider(s) from which you want to see your Account Information.

2.2.5 After you select your Account Provider, you will be securely transferred to provide your login details (either on a web browser, your banking mobile application, or directly to us). Your login details may include two factor authentication (for example, a password and biometric credential such as a fingerprint or Face ID) for authentication. You will undergo authentication with your Account Provider, in the same way you do when you use the Account Provider’s applications or websites. Neither we nor the Partner can see or access your login details at any time.

2.2.6 Once your Account Provider has confirmed your authentication, you will choose the account(s) you want to see Account Information from. After you have done that, we will access your Account Information and share it with the Partner. We will only have access to the accounts as chosen by you. Your Account Information may thereafter be displayed to you by the Partner. We do not check if the Account Information is accurate. We rely on your Account Provider to ensure that your Account Information is up to date and accurate.

How long does it take?

2.2.7 The time it takes to provide you with the AIS may depend on the time it takes for you to be authenticated by your Account Provider. It will however be performed as soon as possible after we have received your explicit consent to provide you with the AIS, but no later than within the next nine (9) minutes.

How long is my consent valid for and how do I withdraw it?

2.2.8 When we provide you with a One-off AIS, your consent is only valid for just that one time. This means that you do not have to withdraw your consent after the service has been provided to you.

2.2.9 When we provide you with a Continuous AIS, we will automatically update the Account Information without asking you for additional consent. An automatic update can be done up to four times per day, and for up to 90 or 180 days. We will ask you to give us an explicit consent for the Continuous AIS every 90 or 180 days. The exact times and days for an automatic update and asking for your explicit consent depend on what the Partner Service offers and on your location. If you do not reconfirm your explicit consent, we will stop accessing and sharing your Account Information. You can withdraw your consent for Continuous AIS at any time. This may be done directly with the Account

Provider or the Partner. You may also withdraw your consent by using our [Consent Revocation Portal](#). If you withdraw your consent, we will stop accessing your Account Information.

2.2.10 You can always decline our request for your explicit consent at any time before consent is given by cancelling the flow (which you can do by clicking “Decline” or click the X in the up right corner). If you do so, you will be transferred back to the Partner Service.

2.3 Payment initiation services (“PIS”)

What is this?

2.3.1 The PIS allows you to make online payments directly from a payment account held at your Account Provider. With your explicit consent, and at your instruction, we will instruct your Account Provider to make payments from your selected payment account (in the currency shown to you) to the chosen recipient.

2.3.2 Depending on what the Partner Service offers and your location, the PIS may be provided to you in different ways. These are:

(a) **One-off PIS** where we initiate one or several payments (depending on the functionality of the respective Partner Service) for you just one time; and

(b) a **variable recurring payment mandate** (VRP Mandate) where you give permission to certain payment rules within which one or more initiations of payment orders can be made between two accounts.

How does it work?

2.3.3 When you want to make a payment by using our PIS, you will have to accept these Terms and give us your explicit consent for providing the PIS by clicking “Continue” or “Accept”. You will undergo authentication as described in section 2.2.5.

2.3.4 Depending on the functionality of the respective Partner Service, the payment details will either be filled in by the Partner for you to review and confirm or you will fill in the payment details yourself. These may include who you are paying to, payment reference, the date the payment will be made and the amount. In respect of a VRP Mandate, you will provide a permission including your payment rules when setting up the VRP Mandate, which you thereafter will consent to. It is your responsibility to make sure that all the payment details are correct before you confirm we can initiate the payment and that you have sufficient funds on the selected account. For example, where you use our PIS to purchase goods or services online you must make sure that the amount in the payment initiation is what you expect to pay. If it is not, you should not make the payment.

2.3.5 If you have given us your explicit consent to initiate a payment and information about the payment account you want to make the payment from is needed, we may, depending on your location, either conduct a One-off AIS or Continuous AIS in accordance with section 2.2 above (for which we will ask for your explicit consent), or receive the relevant information from the Account Provider (which in some cases may be shared with the Partner Service).

2.3.6 Once your Account Provider has confirmed authentication, you will choose the payment account you want to initiate the payment from (unless, in some cases depending on the functionality of the respective Partner Service, you previously have selected your payment account when using the Services). We will then instruct your Account Provider to make the payment in accordance with the payment summary provided to the Account Provider by us.

2.3.7 When you set up a VRP Mandate, you only need to authorise the VRP mandate with your Account Provider once when initially setting up the VRP mandate. By agreeing to a VRP Mandate, you give your explicit consent to us initiating payment orders within your permission. We will continue to do this for as long as you have agreed to in the VRP mandate, or until the agreement is terminated as set out in section 8.1 below.

2.3.8 The Account Provider will only process the payment after you have successfully authenticated with them. Once you have successfully passed your Account Provider's security checks, we send them your payment initiation order. If you have set up a VRP Mandate, we will only instruct your Account Provider to carry out a payment initiation order which is within the payment rules of your permission.

2.3.9 You will receive a confirmation that the payment has been initiated with your Account Provider (or if the initiation was unsuccessful). The execution of the actual payment is done by your Account Provider, which means that it can be executed on a day other than the day you confirmed the payment initiation (depending on the specific Account Provider's execution time for payments). Your payment initiation may be subject to a maximum amount when using our PIS.

How long does it take?

2.3.10 The time it takes to provide you with the PIS may depend on the time it takes for you to be authenticated by your Account Provider. It will however be performed as soon as possible after we have received your explicit consent to provide you with the PIS. The time it takes until your Account Provider executes the payment depends on its specific services. It is your Account Provider (and not us) that is responsible for executing the payment.

When is a payment order received by us and how can it be cancelled?

2.3.11 If you have initiated a One-off PIS, your payment initiation order is considered to be received by us the same day it has been confirmed by you. If this day is not a day when banks are open, it is considered as received by us the next day when banks are open. Once we receive your payment initiation order, we transfer it to your Account Provider. This means that if you are making a One-off PIS, you will not be able to cancel the payment order once you have given your confirmation (by giving your explicit consent) and passed your Account Provider's security checks. If you have set a future payment date for your payment initiation, it is considered as received by us the day before the specified payment date. If this day is not a day when banks are open, it is considered as received by us the next day when banks are open. This means that you can cancel your payment up to the day before it is considered as received by us directly via your Account Provider or the Partner Service (depending on their functionality). If you have consented to a One-off PIS, your consent is only valid for that specific payment. This means that withdrawal of consent is not necessary for a One-off PIS (but in case you have consented to Continuous AIS as set out in section 2.3.5, you can withdraw your consent for the Continuous AIS as described in section 2.2.9).

2.3.12 If you have initiated a VRP Mandate, each payment initiation order is considered as received by us the day before the payment dates you have specified. If these dates fall on a day when the banks are not open, we will consider the payment initiation order to be received the next day the banks are open. You can cancel a VRP Mandate at any time by withdrawing your consent directly with your Account Provider, the Partner Service or by using our [Consent Revocation Portal](#). If you use our Consent Revocation Portal for cancellation of a VRP Mandate, the next payment will only be cancelled if you have withdrawn your consent before 4 pm GMT/BST the day before the payment initiation order is considered received. If you miss the deadline for cancelling your VRP Mandate, your Account Provider may not be able to stop the next payment in time. You will be able to view your VRP Mandate via your Account Provider's online banking facility (where supported). If you want more information on how you can cancel VRP Mandates, please read your Account Provider's terms and conditions.

Can we refuse to initiate a payment?

2.3.13 We can refuse to initiate a payment for you if we are concerned about fraud (or any other kind of criminal activity) or unauthorised access. In most cases we will inform you immediately, but no later than by the end of the next business day after receipt of the payment order from you, if we decide not to initiate the payment and the reasons for refusal, and on the procedure for correcting the errors that have caused the refusal (unless it would break the law, or we have security reasons for not telling you). We will allow you to initiate other payments once the reason(s) for refusing initiation no longer exists.

2.3.14 Depending on the functionality of the respective Partner Service, we might in some cases use information that we have collected as part of the AIS (we will conduct such an AIS in accordance with section 2.2 above and ask for your explicit consent) in connection with the PIS, to prevent fraudulent behaviour. For this purpose, we may perform checks such as whether you have sufficient funds in your respective payment account to cover the payment amount for the initiated payment (verification of funds) and if any transactions initiated from your payment account within the last 30 days were unsuccessful. Based on the result of such checks, the payment initiation will either be performed or declined.

3. What are the requirements for using our Services and the responsibilities if using them?

3.1 You can only use our Services, if:

(a) you are at least 18 years old and/or otherwise have the right to accept these Terms in accordance with applicable law;

(b) you only use our Services in accordance with these Terms;

(c) in case you are using the Services to access accounts held by a legal person (company or other organisation) you represent, you are accepting these Terms on behalf of that legal person;

(d) you give us information that is true, complete and up-to-date, and not give false information about yourself or anything else;

(e) in case you are using the Services of Tink Financial Services Limited, your account and Account Provider are located in the United Kingdom; and

(f) in case you are using the Services of Tink AB, your account and Account Provider are located in the EEA.

3.2 By clicking “Continue” or “Accept” before starting to use our Services, you confirm that:

(a) you have read, understood and that you accept these Terms;

(b) you will not use our Services for any purpose that is fraudulent, against the law, or harmful;

(c) the login details you use are your own and, where relevant, the person providing the login details is authorised by you to provide them and, you are authorised to use the relevant login details to give us access to your account(s) to provide our Services;

(d) you will keep your login details and technical devices protected from unauthorised access;

(e) the information you provide in the Services does not infringe the rights of anybody else or in any other way violates law or someone else’s rights;

(f) by giving your explicit consent to be provided with our AIS, you consent to access and share Account Information from your selected account(s) with you and any Partner that you select, as defined in section 2.2 of the Terms;

(g) by giving your explicit consent to be provided with our PIS, you are instructing us to initiate a payment from your selected payment account to your selected recipient, as defined in section 2.3 of the Terms;

(h) you will not copy, change, share or publish any content from our Services, nor will you in any other way misuse the Services or use them for anything other than their intended purpose; and

(i) you will not, and will not try to, circumvent the security measures or other restrictions on the Services.

3.3 If the conditions set out in these Terms are not met, or if it would be illegal for us to provide our Services to you, we have, subject to mandatory consumer laws, the right to refuse to do so. If this is the case, you will get a notification that the provision of the Service was not successful.

4. Who is responsible if something goes wrong?

4.1 General

4.1.1 We are responsible for our provision of the Services, including initiating a payment or accessing your Account Information safely and securely. We are also responsible for damages caused by our intent or gross negligence. Further, we are responsible for any negligent breach of our obligations that are necessary for the contract to be performed properly, if failing to meet these obligations puts the purpose of the agreement at risk. In the last-mentioned case, we are only liable for the foreseeable, typical contractual damage. The same applies to breaches of duty by our agents. The abovementioned exclusions of liability do not apply in case of:

(a) damage to life, body and health;

(b) our fraud or fraudulent misrepresentation;

(c) breach of implied terms under applicable consumer legislation; or

(d) any other matter which may not be excluded under applicable law.

Otherwise, liability is excluded.

4.1.2 We are not responsible for the following (which, for the avoidance of doubt, are things that lies outside of our control and/or are services not provided by us):

(a) the actual execution of an authorised payment by the Account Provider or the content of your Account Information or any other problem that might occur with the Account Provider (for example with the functionality of the Account Provider's services), which are the responsibilities of your Account Provider;

(b) any harm, damage or loss to you relating to or arising from unauthorised access to your login details that is not within our reasonable control;

(c) the Partner Services in any way and are not liable to you for any harm, damage or loss arising from your use of Partner Services;

(d) services provided to you by any third parties that the functionality of our Services are dependent on (such as your mobile phone operator or internet provider); or

(e) any financial or other type of decision you take based on your use of the Services or for services or goods you choose to buy from independent third parties or companies that we collaborate with, including Partners. If you are not sure whether a product or service is financially suitable for you, we recommend that you seek advice from a financial advisor.

4.1.3 We are also not responsible for delays or problems in functionality or performance that are due to abnormal and unforeseeable circumstances outside our reasonable control (force majeure), including but not limited to events such as fire, flooding, explosion, riot, acts of war, hurricane, sabotage, acts of terrorism, vandalism, accidents, epidemic disease, government or governmental authority action, court injunction, strike or other similar events that may arise despite our reasonable effort to prevent, avoid, delay or mitigate effects of such events.

4.1.4 Our aim is that all Services are performed correctly at all times. However, we cannot be held accountable if the Services are unavailable or if any information or functionality does not work as expected, besides what follows on our liability under these Terms and under applicable law.

4.1.5 Other than what is stated in mandatory law and in these Terms, and if we have acted fraudulently, or in wilful default, we are under no circumstances liable towards you or any third party for any direct or indirect losses or damages incurred in connection to the provision of the Services. Our total liability for damages connected to your usage of the Services will never exceed €50 if you are located in the EEA, and £35 if you are located in the United Kingdom.

4.2 In case of any incorrect or unauthorised payments or security risks

4.2.1 You are responsible for keeping your login details and technical devices protected from anyone who should not have access to them. You must immediately inform us if you suspect or are aware of unauthorised use of the Services or technical devices by contacting us using the contact details in section 11.

4.2.2 If you suspect that a payment initiated through us (either at the request of you or the Account Provider) may have been incorrect, made without your approval or not properly executed (for example due to delays or other errors), you must contact your Account Provider where your account is held as soon as possible after you have become aware of this and no later than 13 months after the amount was debited to your account. It is your Account Provider's responsibility to help you with the incorrect or unauthorised payment and to refund you if you are entitled to a refund.

4.2.3 If you do not report the incorrect or unauthorised payment to your Account Provider as soon as you have become aware of it and no later than within 13 months after the amount was debited to your account, you can lose your right to get a refund from your Account Provider. This means that you would be liable for the full amount that was debited from your account. This may also be the case if you acted fraudulently or you intentionally or through gross negligence failed to comply with the safety obligations specified in section 4.2.1 of the Terms.

4.2.4 If you are located in the EEA (other than Sweden, and depending on your location), you should be aware that if you are entitled to a refund for an incorrect or unauthorised payment, you may still be liable for a maximum of €50, or NOK 450 if you are located in Norway, for any payments made in the event of an unauthorised payment transaction following the loss or theft of the payment instrument before you informed us. If you have either acted fraudulently, or intentionally/with gross negligence failed to keep your login details or payment instrument safe, you may be liable for all losses incurred because of the unauthorised payment transaction. If you are a consumer and located in Norway, and you have with

gross negligence failed to keep your login details or payment instrument safe, you may only be liable for a maximum of NOK 12,000.

4.2.5 If you are located in Sweden, you should be aware that if an unauthorised transaction has been carried out due to you not protecting your login details, you may be liable for the transaction, up to a maximum of SEK 400. If an unauthorised transaction has been carried out due to you, acting with gross negligence, having failed to keep your login details or payment instrument safe or follow your obligations in section 4.2., you may be liable for the entire transaction, or up to a maximum of SEK 12,000 if you are a consumer. If you have acted particularly reprehensibly (in Swedish: *särskilt klandervärt*) you may be liable for the entire transaction.

4.2.6 If you are located in the United Kingdom, you should be aware that if you are entitled to a refund for an incorrect or unauthorised payment, you may still be liable for a maximum of £35. If you have either acted fraudulently, or intentionally/with gross negligence failed to keep your login details or payment instrument safe, you may be liable for all losses incurred because of the unauthorised payment transaction.

4.2.7 You should also be aware that your Account Provider might contact you directly (and not through us or any third party) if there is a problem with a payment initiated through us (for example, if there are not sufficient funds in your account or if there is an issue with your authorisation).

4.2.8 If we suspect a security risk or that an initiated payment is unauthorised, we will inform you in the way we think is appropriate, which may be by using the contact details available to us (which for example could be by telephone, email or via the Partner). We can temporarily block the Services or your use of the Services at any time if:

- (a) there is a risk of non-secure use of the Services;
- (b) there has been or might be unauthorised use of the Services; or
- (c) there is a risk for fraud or other illegal activity.

We will give you prior notice about this, unless we reasonably think that such notice is not possible under the specific circumstances.

5. What intellectual property rights do we have?

5.1 All the content, and features you use in connection with our Services, our website and technology, including but not limited to, software, text, images, and logos, are owned by us or our licensors and are protected by intellectual property laws.

5.2 You have the right to use these as part of the Services we provide to you, but you may not use them for any other purpose without our permission. This means you cannot copy, change, share or in any other way use any of these materials outside of their intended use with our Services.

6. What happens if any part of these Terms is deemed invalid?

6.1 If any part of these Terms is deemed invalid, that part of the Terms will be modified to make it valid, or, if it is not possible to modify that part, deemed deleted. This will not affect the remaining Terms.

7. How do we handle your personal data?

7.1 We process your personal data to provide our Services to you. We do this in line with our Privacy Notice for End-Users, which you can find on our website. If you are not comfortable with how we handle your personal data as explained in our Privacy Notice for End-Users, you should not use our Services.

8. How can these Terms be terminated or changed?

8.1 Term and termination

8.1.1 If you have used our One-off AIS or One-off PIS, our provision of the Service is complete and our agreement with you has expired once the Account Information is accessed from your account(s), or the payment is initiated. This means that each time you accept to use those Services by clicking “Continue” or “Accept”, you enter into a new agreement with us and that the agreement is terminated as soon as the Service is completed.

8.1.2 If you are using our Continuous AIS, these Terms will form a framework agreement between us. This means that these Terms will constitute an ongoing agreement that will:

(a) if you are located in the EEA, expire at the earlier of (i) such time at which either we or you terminate the agreement or (ii) 180 days from the day you entered into the agreement with us; or

(b) if you are located in the United Kingdom, expire at the earlier of (i) such time at which either we or you terminate the agreement or (ii) 90 days from the day you entered into the agreement with us.

If you withdraw or choose to not reconfirm your consent for Continuous AIS, the ongoing agreement will terminate. You can always terminate the agreement free of charge at any time by following the procedure set out in section 2.2.9.

8.1.3 If you have set up a VRP Mandate, these Terms will form a framework agreement between us that will expire at the earlier of (i) when the agreement is terminated by either us or you (including if you withdraw your consent for the VRP Mandate), or (ii) the specific expiry date confirmed by you when setting up the VRP Mandate. You can withdraw your consent for the VRP Mandate free of charge at any time by following the procedure set out in section 2.3.12.

8.1.4 We can terminate these Terms for Continuous AIS or a VRP Mandate if:

(a) you are in material breach of these Terms or have otherwise acted in a way which could harm us;

(b) we terminate our agreement with a Partner whose services you are using; or

(c) you put us in a position where we might violate a law, regulation, code or other duty that applies to us, or could lead to action or censure from any government, regulator or law enforcement agency if we keep providing the Services to you.

8.2 Changes to the Terms

8.2.1 We may change these Terms at any time for minor amendments or objectively justifiable reasons including:

(a) if we want to change any of our Services or introduce a new service that requires a change to these Terms;

(b) if we decide to stop providing all or part of the Services;

(c) if we need to adjust the way we do things because of changes (or anticipated changes) in technology, our systems, or the payments system;

(d) if there is a change in a law, a regulation, an industry code we follow, or a decision of the court, a regulator or a local ombudsman; and

(e) if we need to make any changes in our costs, such as if we reasonably decide that we need to charge for our Services.

8.2.2 If we are providing you with Continuous AIS or a VRP Mandate (which are services subject to an ongoing agreement between you and us), you will be notified about any changes to the Terms pursuant to section 8.2.1, the objection period, the fact that non-objection will be regarded as acceptance and the consequences of objection at least 2 months before the new terms start to apply.

8.2.3 If you do not agree with any of the change(s), you can terminate your agreement with us free of charge by withdrawing your consent at any time before the changes start to apply by using our [Consent Revocation Portal](#). You will be deemed to have accepted the change(s) if you do not tell us otherwise before the new terms start to apply. For the avoidance of doubt, you can always terminate your agreement with us any time after any changes have started to apply. Your signature is not required for the changes to start to apply. For any of our Services that are subject to existing framework agreements, these Terms may come into force only after the termination of any such framework agreement.

9. Miscellaneous

9.1 Transfer of rights and obligations

9.1.1 Unless it reduces your rights under these Terms, we have the right to transfer our rights and obligations to another appropriately authorised service provider, or engage subcontractors for the fulfilment of our obligations under these Terms. You may not transfer your rights under these Terms to any third party without our written consent.

9.2 Waiver of rights

9.2.1 A failure or delay by either of us in exercising or enforcing any provision or right in these Terms does not constitute a waiver of that provision or right.

9.3 Language and communication

9.3.1 While we may provide a translation of the Terms into another language, the English language version will be controlling and will prevail in the event of any discrepancies between the English and translated version(s).

9.3.2 We reserve the right to communicate in English only although we might communicate in other languages for convenience. The provision of communications in other languages does not constitute an obligation for us to continue to communicate in that language. You agree that all our communications (including, but not limited to, notifications and information under these Terms) may be sent electronically.

9.4 Anti-money laundering

9.4.1 We may monitor your usage of the Services for the purpose of complying with anti-money laundering rules. The principles for such monitoring may vary from time to time and depend on the circumstances relating to the user, such as transaction patterns and similar.

10. What law and jurisdiction apply to these Terms?

10.1 If you are located in the EEA:

10.1.1 If you are a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of the laws of your country of residence (for the avoidance of doubt, including any rights to file a court claim based on your place of residence as a consumer).

10.1.2 Subject to section 10.1.1, these Terms are governed by Swedish law and are subject to the non-exclusive jurisdiction of the Swedish Courts. Any matter, claim or dispute arising out of or in connection with these Terms, whether contractual or non-contractual, is to be governed by and determined in accordance with Swedish law.

10.2 If you are located in the United Kingdom:

10.2.1 These Terms are governed by the laws of England and Wales and are subject to the non-exclusive jurisdiction of the courts of England. Any matter, claim or dispute arising out of or in connection with these Terms, whether contractual or non-contractual, is to be governed by and determined in accordance with the laws of England and Wales. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in. If you are a consumer, you will benefit from any mandatory provisions under the laws of England and Wales. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of the laws of England and Wales.

11. How do you contact us or make a complaint?

11.1 You can contact us at contact@tink.com or by using the contact details set out in the following sections (depending on your location) for any type of request, complaint, need for assistance or question regarding us or our Services, for example:

- if you want a copy of these terms sent by email or post;
- if you are not satisfied with our Services;
- if you want us to explain any aspects of these Terms or our Services; or
- if you need us to guide you through the use of the Services.

11.2 If you are unhappy with any part of our Service and wish to make a complaint, the easiest way to raise this with us is by contacting us by email at contact@tink.com (write “Complaint” in the subject field). You can also get in contact with us by using the contact details set out in the sections 11.3.1 and 11.4.1, depending on your location. We will acknowledge your complaint within 3 business days. We will investigate it and send you a full response within 15 business days of receipt of your complaint. If we for special reasons need to investigate beyond the 15 business days, we will update you on the progress and the reasons for the delay, the facts that have to be established to handle the complaint, as well as the expected resolution date. The expected resolution date will be within 35 business days (or, if you are located in Spain, two calendar months) after we received the complaint from you. Complaints are investigated free of charge by us.

11.3 If you are located in the EEA:

11.3.1 You can call us at +441273977590 or contact us at this address: Tink AB, Att: Klagomål/Complaint, Vasagatan 11, 111 20 Stockholm, Sweden.

11.3.2 If you do not receive our response or if you are not happy with our response, you have the right to refer your complaint to your local ombudsman (or other national consumer rights authority) in your home country and to follow the local processes to register your complaint out of court. You should refer your complaint within the local authority's specified limitation period. More information can also be found on the website of the [Financial Dispute Resolution Network, FIN-NET](#). If you are a consumer, you may also use the European platform for the settling of consumer disputes set up by the European Commission, available at <http://ec.europa.eu/consumers/odr/>.

11.3.3 If you are a consumer, you may contact The National Board for Consumer Disputes (Swe. *Allmänna reklamationsnämnden*) to register a complaint at arn@arn.se. You should refer your complaint within one (1) year of sending us your complaint. An application fee may apply to file a complaint with Allmänna reklamationsnämnden. You may also contact the SFSA via e-mail at finansinspektionen@fi.se or by phone at +46 (0)8 408 980 00. For more information, please visit <https://www.fi.se/en/about-fi/contact-us/>."

11.4 If you are located in the United Kingdom:

11.4.1 You can call us at +441273977590 or contact us at this address: Tink Financial Services Limited, Att: Complaint, Sweden House, 5 Upper Montagu Street, London, W1H 2AG.

11.4.2 If you are a consumer, micro-enterprise or other eligible complainant and you do not receive a response or if you are not happy with our response, you may be able to refer your complaint to the UK Financial Ombudsman Service (FOS). The FOS is a free, independent service, which might be able to settle a complaint between you and us. You should refer your complaint within 6 months of receiving our response and, in any event, within 6 years of the event complained of (or, if later, 3 years from when you became aware or ought reasonably to have become aware you had a cause to complain).

11.4.3 You can contact the FOS by email at: complaint.info@financial-ombudsman.org.uk, by calling 0800 023 4567, or by post: Financial Ombudsman Service, Exchange Tower, London E14 9SR. You can get further information regarding the FOS at their website, or in the FOS' consumer leaflet "[Want to take your complaint further?](#)".