

End-User Terms of Service

Version: 18 June 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 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. By using our Services, you are agreeing to the terms we have at that moment which will form an agreement between you and us. These Terms explain how we provide you our Services, and we rely on them, so make sure to read them carefully each time you want to use our Services. 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 in the section "End-User Terms of Service" on the "Our agreements" page on our website at <https://tink.com/legal/agreements/>. If you want to receive a copy of the Terms you are welcome to contact us at contact@tink.com. For more 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. You can find SFSA's contact details below and at the SFSA's website at www.fi.se.

Swedish Financial Supervisory Authority
Box 7821, 103 97 Stockholm
Sweden

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/>.

Financial Conduct Authority
12 Endeavour Square
London, E20 1JN

FCA Contact Centre: +44 (0)300 500 0597
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).
- 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 payment account(s) you have, and the way your payment account provider (for example your bank or card issuer) (“**Account Provider**”) provides access to your payment account(s).
- 2.1.3 You can normally use our Services around-the-clock, every day of the year and the Services are usually performed immediately upon your request. However, we cannot guarantee the Services are free from errors or interruptions. Due to technical errors, or events outside of our control, the Services may be executed with a delay. We have the right to make changes in operating methods and technical specifications and to shut down the Services for maintenance, security and similar activities. By accepting these Terms, you agree that we may process and anonymise your data for the purpose of product development and quality control.
- 2.1.4 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.
- 2.1.5 We provide our Services to you only and you should not share your access to the Services with anyone else.
- 2.1.6 Our Services may be provided to you with the Partner acting as our agent. Where this is the case, this will be made clear to you before you provide your explicit consent and any such agents will be registered on the public register at the FCA and SFSA depending on whether the service is being provided in the United Kingdom or the EEA respectively. We will be responsible for the services provided to you by our 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**”). This may include information from payment accounts, credit- or debit card accounts, savings accounts, loan and investment accounts etc., that you have with one or more Account Providers.

2.2.2 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); and
- other details about the transactions you have made.

2.2.3 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 your consent expires or is withdrawn by you.

2.2.4 The Account Information we show you might not include all the Account Information you would see if you accessed your payment 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?

2.2.5 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. We will tell you how many days we will have access to your payment accounts when we ask for your explicit consent.

2.2.6 If you give us your explicit consent, you will either be presented with a list of Account Providers or be securely transferred to your Account Provider for authentication. 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.

2.2.7 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.

2.2.8 Once your Account Provider has confirmed your authentication, you will choose the payment 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 can only share the Account Information with the Partner if you have given us your explicit consent to do so.

2.2.9 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?

2.2.10 The time it takes to provide you with the AIS can 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.

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

2.2.11 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.

2.2.12 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 Consumer Rights Portal, at [Consumer Rights Portal](#). If you withdraw your consent, we will stop accessing and sharing your Account Information.

2.2.13 You can always decline our request for your explicit consent at any time before consent is given by cancelling the flow. 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 to your 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 payment** 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 set out certain payment rules within which one or more initiations of payment orders can be made between different 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.
- 2.3.4 Before we initiate the payment, you will get a summary of the payment details including information such as:
- who you are paying to;
 - payment reference;
 - the date the payment will be made; and
 - amount.
- 2.3.5 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. In respect of a VRP Mandate, you will provide the payment details when setting up the VRP Mandate, which are the payment rules that 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.
- 2.3.6 If you have given us your explicit consent to initiate a payment and we need information about the payment account you want to make the payment from (or if we need additional information from the Partner Service), we may, depending on your location, either conduct an AIS in accordance with section 2.2 above and 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).
- 2.3.7 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.
- 2.3.8 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 the consented payment rules. We will continue to do this for as long as you have agreed to in the VRP mandate, or until you terminate the agreement as set out in section 8.1 below.
- 2.3.9 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 you have agreed to.

- 2.3.10 You will receive a confirmation that the payment has been initiated with your Account Provider (or if it 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?

- 2.3.11 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?

- 2.3.12 If you have initiated a One-off payment, your payment order is considered to be received by us the same day it has been approved by you. If this day is not a day where banks are open, it is considered as received by us the next coming day where banks are open. This means that if you are making a One-off payment, 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. This applies regardless of whether you have set a future payment date for your payment or if the payment is to be executed immediately. If you have consented to a One-off payment, your consent is only valid for that specific payment. This means that withdrawal of consent is not necessary for a One-off payment.

- 2.3.13 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 or the Partner. You may also withdraw your consent by contacting us directly. Following cancellation of a VRP Mandate, the next payment will only be cancelled if you have withdrawn your consent before the point in time when it 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?

- 2.3.14 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 if we decide not to initiate the payment and the reasons why (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.
- 2.3.15 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 will either be initiated 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 you:

- (a) are at least 18 years old and/or otherwise have the right to accept these Terms;
- (b) only use our Services in accordance with these Terms;
- (c) are using the Services to access payment accounts held by a legal person (company or other organisation) you represent, you are accepting these Terms on behalf of that legal person;
- (d) give us information that is true, complete and up-to-date, and not give false information about yourself or anything else;
- (e) follow all laws and regulations that apply to your use of the Services;
- (f) are located in the United Kingdom, your payment account and Account Provider are located in the United Kingdom; and
- (g) are located in the EEA, your payment account and Account Provider are located in the EEA.

3.2 By using our Services you confirm that:

- (a) you have read, understood and accepted 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 payment 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) if you use our AIS, you are giving us your explicit consent to access and share Account Information from your selected payment account(s) with you and any Partner that you select;
- (g) if you use our PIS, you are instructing us to initiate a payment from your selected payment account to your selected recipient;
- (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 we think that 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 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 initiating a payment or accessing your Account Information safely and securely.

4.1.2 We are also responsible for losses you suffer caused by us breaking these Terms unless:

- (a) it was not obvious the loss would occur;
- (b) it was not obvious the loss would occur and it is related to a special circumstance specific to you even if you have told us about this circumstance (unless we have entered into a bespoke agreement in writing where we have agreed to cover loss related to such specific circumstance); or
- (c) it was a loss related to your business.

4.1.3 Notwithstanding anything else in these Terms, we do not limit our liability to you for:

- (a) death or personal injury caused by our negligence;
- (b) our fraud or fraudulent misrepresentation;
- (c) breach of implied terms under applicable consumer legislation; and
- (d) any other matter which may not be excluded under applicable law.

4.1.4 We are not responsible for:

- (a) the actual execution of a payment 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 suitable for you, we recommend that you seek advice from a financial advisor.

4.1.5 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.

4.1.6 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 applicable law.

4.1.7 Other than what is stated in mandatory law and in these Terms, and if we have acted fraudulently, or in willful 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 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.

4.2.4 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 if you are located in the EEA, or £35 if you are located in the United Kingdom. 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.

4.2.5 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 submitted through us (for example, if there are not sufficient funds in your account or an issue with your authorisation).

4.2.6 If we suspect a security risk or that an initiated payment is unauthorised, we will inform you in the way we think is appropriate for the situation.

4.2.7 We can block the Services or your use of the Services at any time we reasonably think that:

- (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.

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?

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 rest of the 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. In our Privacy Notice for End-Users you can also find more information about your rights as a data subject in light of applicable data protection legislation, as well as information about how you can contact us if you have any questions.
- 7.2 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 payment, 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 use those Services, 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 or a VRP Mandate, 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, run until the earlier of (i) the date 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, run until the earlier of (i) the date 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 or VRP Mandate, the ongoing agreement will terminate. You can also terminate the agreement at

any time by contacting us at contact@tink.com. If you do this, we will stop the access and retrieval of your Account Information and will end VRP Mandate.

8.1.3 We may stop providing you with Continuous AIS or a VRP Mandate and terminate these Terms for any reason if we notify you in writing at least 2 months before.

8.1.4 We can terminate these Terms for Continuous AIS or a VRP Mandate with less than 2 months' notice if:

- (a) you are in breach of these Terms or have otherwise acted in a way which we reasonably think 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 break 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 reasons including, but not limited to:

- (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 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 contacting us at contact@tink.com. 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.

8.2.4 We may change these Terms without giving you 2 months' notice if the changes are such that they do not affect your rights as a payment service user, are otherwise not significantly to your disadvantage and you are not acting in your capacity as a consumer.

8.2.5 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 We have the right to transfer our rights and obligations or engage subcontractors for the fulfilment of our obligations under these Terms.

9.1.2 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 provisions 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, only the English language version of these Terms will be legally binding.

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.

9.3.3 You agree our communications may be sent electronically.

9.4 Anti-money laundering

9.4.1 We may come to monitor your usage of the Services for the purpose of complying with current 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 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.

10.1.2 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.

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 We care about our customers. You can contact us at contact@tink.com or by phone 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 below, 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 expected resolution date. The expected resolution date will be within 35 business days after we received the complaint from you.

11.3 If you are located in the EEA:

11.3.1 You can contact us at this address:

Tink AB
Att: Klagomålsansvarig
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 in your home country and to follow the local processes to register your complaint out of court. You should refer your complaint within 1 year of receiving our response or within 1 year of sending your complaint if a response was not received.

11.3.3 If you are located in Sweden and you are a consumer, you may contact The National Board for Consumer Disputes (Swe. *Allmänna reklamationsnämnden*) to register a complaint at arn@arn.se.

11.3.4 If you are located in any EEA country (including Sweden) and you are a consumer, you may use the European platform for the settling of consumer disputes set up by the European Commission, available at <http://ec.europa.eu/consumers/odr/>. More information can be found on the website of the [Financial Dispute Resolution Network, FIN-NET](#).

11.3.5 More information about online dispute resolution is also available at <https://konsumenteuropa.se/en/>.

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: Complaints Officer
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?](#)".