TERMS AND CONDITIONS

INTRODUCTION 1

1.1 Binding Agreement. The Customer agrees to be bound by this Agreement and comply with the terms and conditions set out herein (the "Terms and Conditions") by accepting this Agreement in accordance with the acceptance method prescribed by Tink, including, as applicable, by creating an account for the Tink Console, using the Tink Console, by "click through" or "click to accept" or by executing an Order Form incorporating this Agreement.

1.2 Structure. Schedules A, B, and C and Appendix 1 are integral parts of this Agreement and are hereby incorporated by reference. 1.3 Entire agreement. This Agreement constitutes the entire agreement between the

Parties on the subject matter of this Agreement and supersedes any previous written or oral agreement between the Parties in relation to the subject matter dealt with herein.

2 PROVISION OF THE SERVICES

2.1 Provision of Services. Tink will make the Services available to the Customer in accordance with this Agreement, provided the Customer and its Personnel use the Services in accordance with this Agreement.

2.2 Documentation. Tink makes available the Documentation to assist the Customer in operating the Services and represents and warrants to the Customer that the Services will perform substantially in accordance with the Documentation. 2.3 Service Level Agreement. Tink's standard SLA (basic support) shall apply unless

otherwise specified in the Order Form. 2.4 **Personnel**. Tink is responsible for the performance of all its Personnel and their compliance with this Agreement.

2.5 Applicable Law. Tink shall ensure that it complies with applicable law in its provision of the Services

3. USE OF THE SERVICES

3,1 Use of the Services. Customer and Personnel shall use the Services only in accordance with this Agreement, the Order Forms (if any) and Appendix 1 (Acceptable Use Policy)

3.2 Usage Limitations. The Services are subject to specific usage limitations, as specified in the Data Privacy Addendum or as may be specified in an Order Form or the Documentation.

3.3 Personnel. Customer is responsible for the performance of all Personnel and their compliance with this Agreement.

3.4 Security. Customer shall implement safeguards to prevent unauthorized access or use of the Services or the Account. Customer shall further implement safeguards consistent with those set forth in Schedule C (Information Security Documentation) for the

protection of End User Data. 3.5 TinkLink. Customer shall not tamper with Tink's provision of the Services with respect to End Users, including but not limited to the display of Tink's agreement with End-Users and/or Tink's Privacy Policy in TinkLink. 3.6 Prohibited Uses. Customer shall not access. store. distribute or transmit any material

during its use of the Services that is unlawful or in a manner that is otherwise illegal or causes damage or injury to any person or property. Customer shall not (i) circumvent, disable, or stress test any security or other technological features of the Tink Services, or (ii) use the Services in any manner to provide service bureau, time sharing or other computer services to third parties, except where necessary to use the Services, or that would cause a material risk to the security or operations of Tink or Tink Service Providers. 3.7 Applicable Laws, Licenses and Authorizations. Customer and Personnel shall comply with applicable law and hold all relevant licenses and authorizations required for

their provision of services to End-Users. 3.8 Service Restrictions. Without prejudice to Section 5 (Authorized Affiliates), the Customer will not allow or enable anyone to sell, rent, lease, license, distribute, publish or publicly display, copy, modify, duplicate, create derivative works from, translate, frame, scrape, mirror, republish, download, display, transmit, disassemble, reverse engineer all or any portion of the Services.

4. FREE AND TRIAL SERVICES

4.1 Services (a) for which fees are not paid and (b) that are designated as "Trial" in an Order Form are provided by Tink "as-is" without any warranties of any kind and Tink and its Affiliates shall have no indemnification obligations or liability of any type with respect to those Services. If such exclusion of liability is not enforceable under applicable law, then Tink and Tink's Affiliates' aggregate liability shall be limited to \$1,000.

AUTHORIZED AFFILIATES 5.

5.1 Authorized Affiliates. The Customer may allow Authorized Affiliates to use and benefit from the Services if so provided for in an Order Form. Authorized Affiliates shall be bound by the obligations and restrictions set forth in this Agreement that apply to Customer

PROFESSIONAL SERVICES 6.

6.1 Customer may order Professional Services from Tink by signing a Statement of Work. Each applicable Statement of Work shall specify the Professional Services to be provided and may include, as relevant, any fees, milestones or other applicable terms and conditions

7. THIRD-PARTY SERVICES

7.1 Third-Party Services. Customer is responsible for complying with any applicable terms and conditions of any third-party products, services, and platforms used by Customer in conjunction with Tink Services. Tink does not warrant or support Third-Party Services, unless expressly provided otherwise in an Order Form (including schedules). 7.2 Access by Third-Party Services. Tink is not responsible for any disclosure,

modification or deletion of End User Data resulting from access by a Third-Party Service; Customer shall be fully responsible for any disclosure, modification or deletion of End User Data resulting from access by a Third-Party Service.

DATA PRIVACY AND SECURITY 8.

8,1 Technical and organizational safeguards. Tink implements technical and organizational measures as described in the Information Security Documentation (Schedule B) to ensure an appropriate level of security with respect to the Services and Data.

8.2 Information Security Documentation. Tink may modify the Information Security Documentation (Schedule B) from time to time.

8.3 Data Privacy Addendum. The Data Privacy Addendum (Schedule A) shall govern any Processing of Personal Information by Tink in the context of the Services.

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9.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. Tink Confidential Information includes the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential information of each Party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Tink shall have no confidentiality obligations with respect to any Feedback (as defined in Sec. 11.7) 9.2 Protection of Confidential Information. The Receiving Party will (a) use a Disclosing

Party's Confidential Information only for purposes consistent with the purpose of this Agreement and (b) use reasonable care (no less protective than what the Receiving Party implements for its own Confidential Information) to limit access to Confidential Information to the Receiving Party's and its Affiliates' employees, agents and contractors who are bound by confidentiality obligations providing a similar level of protection as provided in

this Agreement, unless otherwise authorized by the Disclosing Party in writing. 9.3 **Compelled Disclosure**. Notwithstanding any provision to the contrary in this Agreement, a Party may disclose Confidential Information as required by applicable laws or by any applicable stock exchange regulations. Unless prevented by any applicable laws, the Receiving Party shall give the Disclosing Party Notice prior to any such disclosure to enable the Disclosing Party to seek an appropriate protective order or other remedy. The Receiving Party shall use commercially reasonable efforts to ensure that any Confidential Information disclosed will be treated confidentially by anyone receiving such Confidential Information.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Reservation of rights. Subject to the limited rights expressly granted hereunder, Tink reserves all right, title and interest in the Services and the SDKs. No rights are granted

to Customer hereunder other than as expressly set in this Agreement. 10.2 License to Services and SDKs. Subject to the terms of this Agreement, Tink grants to the Customer a limited, revocable, non-exclusive, non-sublicensable and nontransferrable license to (a) access and use the Services and the SDKs and (b) copy and use the Documentation in connection with the Customer's permitted use of the Services and the SDK

10.3 License to End User Data. Customer grants to Tink a worldwide, time-limited, non-transferable and revocable license to access and use End User Data to provide the

10.4 Future changes. Any changes to the Services will be owned by Tink, regardless of who initiated and/or paid for those changes.

10.5 Feedback. If Customer elects to provide suggestions on how the Services or Tink's, or its Affiliate's, operations can be improved ("Feedback"), then Tink and its Affiliates will be entitled to use the Feedback without restriction. Customer hereby irrevocably assigns to Tink all right, title, and interest in and to the Feedback

11. FEES AND PAYMENT

11.1 Services Fees. The Customer shall pay all applicable fees and charges for the Services as set out in an Order Form. For avoidance of doubt, fees and charges set out in an Order Form shall take precedence over fees or charges stated on the Site. 11.2 **Payment**. Unless otherwise agreed in an Order Form, the service fees (a) shall be

paid monthly in arrears in accordance with the instructions set out on the invoice, (b) will be invoiced on or about the first week of the of the following month and (c) are due for payment 30 days after the invoice date.

11.3 Fee Disputes. If Customer in good faith disputes the fees contained in a particular invoice, Customer must notify Tink in writing (a "Fee Dispute Notice") within 30 days of such invoice date to be eligible to receive an adjustment or credit. Any such Fee Dispute Notice shall include information about the basis for the dispute. The Parties shall meet within 30 days to discuss the disputed amounts in order to reach an understanding (an electronic meeting shall suffice). If the dispute is not resolved within 30 days, then Tink shall be entitled to (a) close, suspend, or limit access to the Customer's Account and/or the Services and/or (b) terminate the Agreement in accordance with Clause 16.3. 11.4 **Interest Rate**. Tink shall be entitled to interest at a yearly rate of ten (10) per cent (or

the highest rate permitted by law, if less), compounded monthly, on all due but unpaid amounts until such amounts, including accrued interest, are received by Tink. 11.5 **Taxes**. Service fees do not include any taxes, levies, duties or similar governmental

assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Accordingly, payment of fees under this Agreement shall be made in full, free and clear of any deductions and set-offs and without deduction or withholding for or on account of any present or future taxes now or hereafter withheld or assessed by any governmental authority. Customer is responsible for paying all Taxes associated with its use of the Services. If Tink has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Tink will invoice Customer and Customer will pay that amount unless Customer provides Tink with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Tink is solely responsible for taxes assessable against it based on its income, property and employees. 11.6 **Miscellaneous**. All amounts payable under this Agreement shall be paid to Tink

without setoff or counterclaim and without deduction or withholding.

12. DISCLAIMERS

12.1 External data. The Services depend on access to external data from third parties and/or directly from the Customer. Tink cannot guarantee the availability or quality of external data and assumes no responsibility for any issue outside of Tink's control relating to such data

12.2 No implied warranties. Except as expressly provided in this Agreement, neither Party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all implied warranties, including any implied warranty

of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

13. LIABILITY AND INDEMNITY

13.1 Damages Cap. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY, UNDER NO CIRCUMSTANCES (I) SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES EVEN IF IT HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS OR BUSINESS; OR (II) SHALL THE ENTIRE LIABILITY OF TINK UNDER THIS AGREEMENT, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNTS PAID BY CUSTOMER FOR SERVICES RENDERED DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE.

THE 12 MONTHS BEFORE THE LIABILITY AROSE. 13.2 Indemnification by Customer. Customer shall defend Tink against all Claims against Tink arising out of or in connection with (i) Customer's breach of its obligations, representations and warranties under this Agreement; (ii) Customer's breach of its obligations set forth in the Documentation and/or the Order Form; (iii) Customer's misuse, unauthorized use or unlawful use of End User Data; (iv) Customer's gross negligence or willful misconduct in performance of its obligations under this Agreement (v) a Security Event impacting Customer's systems; or (vi) an allegation that Customer's use of the Services infringes a patent, copyright, or trademark of a third party or misappropriates such third party's trade secrets.

Such third party 5 trade sectors.
13.3 Indemnification by Tink. Tink shall defend Customer against all Claims against Customer arising out of or in connection with (i) Tink's breach of its representations or warranties set forth in this Agreement; (ii) Tink's violation of law in its performance of the Services; or (iii) an allegation that the Services and/or the SDKs directly infringes the copyright, or trade secret rights of a third party (such allegation in (iii) an "IP Claim"). In the event of an actual or anticipated IP Claim, at Tink's option, Tink has the right to cease providing all or any portion of the Services that is the subject matter of the IP Claim". This section contains the only obligations of Tink and the exclusive remedy of Customer with respect to any infringement claims based on the Tink Services. Notwithstanding the foregoing, Tink shall have no obligation under this section for an IP Claim if and to the extent that the IP Claim arises from: (i) modification or customization of the Services by anyone other than Tink; (iii) the combination of the Services.
13.4 Claims; Procedures. "Claims" means damages, settlements, losses, liabilities,

13.4 Claims; Procedures. "Claims" means damages, settlements, losses, liabilities, penalties, fines, costs and expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with claims, lawsuits or actions, in each case as brought by a third party. Neither Party shall be liable to compensate the other Party under this Agreement unless the claiming Party sends a Notice, describing in reasonable detail the nature of the claim and the calculation of the amount claimed, to the other Party no later than six calendar months from the date when the claiming Party first became aware of the facts or circumstances giving rise to the claim.

14. KNOW YOUR CUSTOMER

14.1 Information. Customer shall on request provide all relevant information necessary for Tink to be able to meet any requirements under applicable law, including requirements relating to the prevention of money laundering and terrorism financing. Customer undertakes to use any available technical controls in the Services to provide the information.

15. SUSPENSION

15.1 Suspension. Tink reserves the right to close, suspend, or limit access (in whole or in part) to the Customer's Account and/or the Services if Tink reasonably believes Customer is in breach of the Agreement or, after commercially reasonable inquiries, Tink is unable to obtain the necessary information referred to in Section 14 (*Know Your Customer*), or for reasons of security, integrity or the prevention of harm. For avoidance of doubt, Customer will not be entitled to service credits under any applicable SLA during any such suspension.

15.2 **Restoring access**. Tink will use commercially reasonable efforts to restore Customer's access to the suspended Account or Services promptly after Customer has resolved the problem giving rise to the suspension.

16. TERM AND TERMINATION

16.1 **Term of Agreement**. This Agreement shall commence on the Effective Date and remain in force until the later of (i) 30 days after either Party gives Notice of termination of this Agreement, and (ii) the date when all Order Forms have expired or been terminated (if one or more Order Forms have been signed by Customer) (the "Term").

16.2 Term of Order Forms. Unless otherwise specified in an Order Form, each Order Form shall have an initial term of one year after the Start Date, after which it will automatically renew and continue until terminated. If a Party does not want to renew the Order Form or wants to terminate the Order Form after the initial term, then it must provide the other Party a Notice to this effect at least 6 months prior to the renewal or termination. 16.3 Termination for Cause. Either Party may terminate the material breach remains uncured for a period of 30 days from receipt of Notice describing such breach. 16.4 Termination if Legally Compelled. A party may terminate this Agreement if such

16.4 **Termination if Legally Compelled.** A party may terminate this Agreement if such party is legally compelled by a regulatory or judicial order or change in applicable law to cease or substantially limit its performance under this Agreement. 16.5 **Survival**. Sections 4 (*Free and Trial Services*), 7 (*Third-Party Services*), 9

16.5 Survival. Sections 4 (Free and Trial Services), 7 (Third-Party Services), 9 (Confidentiality), 10 (Intellectual Property Rights), 11 (Fees and Payment), 13 (Liability), 19 (Miscellaneous) will survive the termination of the Agreement.

17. NOTICES

17.1 Manner of Giving Notice. The Parties may provide Notice by registered mail or, where specified in this Agreement, via email.

17.2 Addresses. The Parties may provide Notice to the other Party's registered corporate address or to the addresses designated in an Order Form. If providing Notice via email, Customer can provide Notice to <u>legal.notices@tink.com</u> and Tink may provide Notice to any email address associated with the Customer's administrative user in the Account.

17.3 Timing. Notices shall become effective upon receipt, but no later than two business days after mailing, or in the case of email, on the day of sending the email.

17.4 Authorized Affiliates. Any Notices sent to an Authorized Affiliate shall be addressed to the Customer.

18. PUBLICITY

18.1 All press releases, public announcements and public relations activities by the Parties regarding this Agreement shall be agreed and approved by both Parties in advance of such release, announcement or public relations activity, unless otherwise required by applicable securities exchange regulations or the regulations of another recognized marketplace.

19. MISCELLANEOUS

19.1 Amendments. Tink may, in its sole discretion and at any time, amend these Terms and Conditions, Schedule A (Data Privacy Addendum), Schedule B (Information Security Documentation), Schedule C (Regional Addendum), or Appendix 1 (Acceptable Use Policy). Tink shall notify Customer of any such Amendments by, at Tink's election, publishing the amended terms on the Site or Tink Console, or by notifying Customer in accordance with Section 17 (Notices). Customer's continued use of the Tink Console, and/or the Services, as applicable, after the effective date of any such amendments shall constitute Customer's agreement to the amended terms.

19.2 Order of precedence. In the event of any conflict, the following order of precedence shall apply: (1) Order Forms (including schedules), (2) these Terms and Conditions, (3) the Schedules (except as otherwise provided in Schedule A: Data Privacy Addendum) and Appendices, and (4) Tink Documentation; provided, however, that in the event Customer executes an Order Form with Tink for the Services, or has previously executed an Order Form which remains in effect, the terms and conditions and schedules accompanying such Order Form shall govern in lieu of the terms referenced in clauses (2) and (3) above, respectively.

and (3) above, respectively. 19.3 **Waiver**. No delay or failure on the part or a Party to exercise any right, power or remedy in respect of this Agreement shall constitute a waiver thereof, and no waiver under this Agreement shall be effective unless in writing, expressly identified as a waiver to this Agreement and duly signed by authorized representatives of the Party waiving its rights. 19.4 **Enforceability**. If any term or provision in this Agreement should be held to be illegal or unenforceable, in whole or in part, such term or provision or part shall to that extent be deemed not to form a part of this Agreement but the enforceability of the Regreement shall be reasonably adjusted to redress any imbalance caused by such unenforceability.

be reasonably adjusted to redress any imbalance caused by such unenforceability. 19.5 **Third-Party Beneficiaries**. Nothing in this Agreement is intended nor shall be deemed to confer any rights or benefits upon any third party or to make any such third party a third-party beneficiary of this Agreement.

party a third-party beneficiary of this Agreement. 19.6 **Assignment**. Neither Party may assign any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party, provided, however, that Tink may assign or transfer its rights under this Agreement to a Tink affiliate, and Customer hereby consents to such assignment or transfer.

19.7 **Relationship of the Parties**. The Parties are independent contractors. This Agreement does not create a partnership, joint venture, fiduciary, employment or other form of agency relationship between the Parties. Neither party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other Party's behalf.

19.8 Counterparts. This Agreement may be executed by facsimile or other electronic means in one or more counterparts, each of which shall be deemed an original, all of which taken together shall form one legal instrument. Signatures of the parties transmitted in electronic format are original signatures for all purposes.

20. GOVERNING LAW AND DISPUTE RESOLUTION

20.1 **Governing Law**. This Agreement and any non-contractual obligations arising out of it are governed by the laws of the state of New York, U.S.A., excluding any "conflict of laws" or similar rules that would mandate or permit application of the substantive law of any other jurisdiction. 20.2 **Dispute Resolution**. Any controversy, dispute or claim arising out of or relating to

20.2 Dispute Resolution. Any controversy, dispute or claim arising out of or relating to this Agreement, or the interpretation, enforceability, or validity of this Agreement, including the scope or applicability of the agreement to arbitrate, that cannot be resolved informally by the Parties' day-to-day business managers ("Dispute") shall be solely and finally resolved pursuant to this section.

- a) Direct Business Negotiations. Upon the written request of any Party, the Parties shall arrange for their respective senior representatives to meet within thirty (30) days for the purpose of resolving such Dispute on amicable terms. No proceeding may be commenced under Section 20.2(b) (Arbitration) until, at least fourteen (14) days after such meeting, a Party's senior representative communicates to the other Party his or her good faith conclusion that an amicable resolution of the matter is unlikely. Any discussions undertaken pursuant to this section shall be confidential compromise and settlement negotiations without prejudice to any Party's right to any other remedy in law or equity or under this Agreement.
- b) Arbitration. Any Dispute that remains unresolved following the negotiations undertaken pursuant to Section 20.2(a) (Direct Business Negotiations) shall be solely and finally settled by confidential arbitration in accordance with this Agreement and, where not inconsistent with this Agreement, with the Fast Track Arbitration Rules of Procedure (or similar rules then in effect) of the Institute for Conflict Prevention & Resolution (CPR), which rules are hereby incorporated by reference. The location of the arbitration shall be in New York, NY, U.S.A. Any dispute will be arbitrated on an individual basis and neither Party has the right to arbitrate on a class or representative basis. The Parties agree that discovery or exchange of non-privileged information shall be limited to those documents a Party intends to use in evidence at the hearing and other reasonable discovery as directed by the panel. All costs and expenses of the arbitrators shall be borne by the Parties equally, and each Party shall bear its own arbitration costs, including its attorneys' fees and travel expenses. Judgment upon any award rendered by the arbitrators may be enforced in any court of competent jurisdiction. Nothing in this Agreement limits the right of a Party to obtain provisional, injunctive, or ancillary remedies from a court of competent jurisdiction.

21. DEFINITIONS

- 21.1 Capitalized terms in this Agreement shall have the following meaning:
 - $"\ensuremath{\text{Account}}"$ means the Customer's account in the Services or Tink Console, as applicable.

"Affiliates" means any entity that directly or indirectly controls, is controlled by or is under common control with that entity; "control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

tink^{*}

"Agreement" or "Master Service Agreement" means this Terms and Conditions agreement (including any schedules and addendums), the SLA and Order Forms. "Authorized Affiliate" means an Affiliate of the Customer that is authorized to use and benefit from the Services as indicated in an Order Form. For avoidance of doubt, an Authorized Affiliate is not party to this Agreement.

"Customer" means the legal entity entering into this Agreement.

"Start Date" means the date the provision of Services commences as defined in an Order Form.

"Documentation" means the technical descriptions and manuals concerning the use of the Services provided by Tink to Customer.

"End-User" means legal entities or persons that consume services that are based on the Services; an End-User must authorize Tink to access information on End-User's behalf.

"End User Data" means End User's login, password, transaction data any other authentication information required by Tink or End-User's financial institution, and any other data, in each case received through the Services. For avoidance of doubt, End User Data may include Personal Information.

"Notice" means a notice sent in accordance with the provisions in Section 17 (Notices).

"Order Form" means an ordering document specifying the Services to be provided hereunder.

"Party" means the Customer or Tink individually, and "Parties" refers to the Customer and Tink jointly.

"Personal Data", "Personal Information", or "PI" means any End User Data that is protected as "personal data", "personally identifiable information" or "personal information" under Privacy Laws, including any and all information that (alone or when used in combination with other information) is capable of being associated with, or could reasonably be associated with, an individual.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Information.

"Personnel" means a party's employees, agents, consultants, contractors, and subcontractors, together with the personnel of any of the foregoing.

"Privacy Laws" means any applicable law, regulation, rule or other mandatory legal obligation which regulates the Processing of Personal Information or that otherwise relates to data protection, data security or Personal Data Breach notification obligations for Personal Information, including (without limitation and only as applicable between the Parties) the U.S. Gramm-Leach-Billey Act (GLBA); the GDPR; the UK GDPR; Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector; the California Consumer Privacy Act (CCPA) as amended, superseded or updated from time to time and similar law. "Processing" means any operation or set of operations that is performed upon Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, structuring, storage, alteration, accessing, consultation, use, copying, disclosure, combination, de-identification, redaction, erasure or destruction. ("Process", "Processes" and "Processed" are construed accordingly.)

"Information Security Documentation" means the security documentation attached hereto as Schedule B and which may be updated from time to time by Tink.

"Products" means the products specified in the Order Form (if any) or as otherwise made available in the Services.

"Professional Services" means professional services outside what is included In the Services, such as implementation services, training, customization and change management.

"SDK" means any software development kit provided by Tink to the Customer to assist the Customer in implementing or consuming the Services.

"Security Event" means any actual or reasonably suspected unauthorized access to, or unauthorized disclosure, destruction, or alteration of End User Data, or of Confidential Information of one Party held by the other or its third-party service providers, including Personal Information and any non-public Documentation. The term "Security Event" includes any actual or reasonably suspected Personal Data Breach involving Personal Information provided by the other party or End User Data.

"SLA" means the service levels set out in the applicable Service Level Agreement.

"Services" means the provision of products and services to Customer that are ordered under an Order Form as may be provided by Tink or Tink Service Providers, excluding Professional Services and Third-Party Services.

"Subcontractor Documentation" means the list of subcontractors and subprocessors available on the Site (as updated from time to time).

"Site" means https://www.tink.com and its subdomains

"Third-Party Services" means third-party services, software, products, and other offerings that are not incorporated into the Services but that interoperate with the Services and are provided by a third party.

"Tink's Privacy Policy" means Tink's privacy policies describing Tink's processing of Personal Information, as amended from time to time.

"Tink Console" means the developer platform or website made available to Customer by Tink.

"TinkLink" means the technical interface through which End-Users interact with Tink (e.g., an iframe or equivalent).

"Tink Service Provider" means any third-party entity which provides End User Data or other data to Tink for use in the Services pursuant to a contractual arrangement.

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