

**1. INTRODUCTION**

- 1.1 **Binding Agreement.** The Customer agrees to be bound by this Agreement and comply with the terms and conditions set out herein by (a) indicating its acceptance on the Site or (b) executing an Order Form incorporating this Agreement.
- 1.2 **Enterprise Customers.** This Agreement will supersede any subsequent acceptance of Tink's terms and conditions on the Site if the Customer has signed an Order Form specifying that the Customer qualifies as an enterprise customer.

**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 Users 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 Company 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 the Customer has purchased an upgraded level in an Order Form, in which case that upgraded level shall apply.
- 2.4 **Employees and Subcontractors.** Tink is responsible for the performance of all its employees, consultants and subcontractors and their compliance with this Agreement.
- 2.5 **Applicable Laws, Licenses and Authorizations.** Tink shall ensure that (a) it complies with applicable laws in its provision of the Services and (b) that it holds all relevant licenses and authorizations under applicable laws to provide Tink Regulated Activities.

**3. USE OF THE SERVICES**

- 3.1 **Use of the Services.** Customer and Users shall use the Services only in accordance with this Agreement, the Order Forms (if any) and the [Acceptable Use Policy](#).
- 3.2 **Usage Limitations.** The Services may be subject to specific usage limitations as specified in an Order Form, the Documentation or the [Restricted Businesses Policy](#).
- 3.3 **Users.** Customer is responsible for the performance of all Users and their compliance with this Agreement.
- 3.4 **Security.** Customer shall implement adequate safeguards to prevent unauthorized access or use of the Services or the Account.
- 3.5 **TinkLink.** Customer shall not tamper with Tink's provision of Tink Regulated Activities, including but not limited to impeding the display of Tink's agreement with End-Users and/or Tink's privacy policy in in TinkLink.
- 3.6 **Content.** Customer shall not access, store, distribute or transmit any material during its use of the Services that is unlawful (including unauthorized penetration testing and similar) or in a manner that is otherwise illegal or causes damage or injury to any person or property.
- 3.7 **Applicable Laws, Licenses and Authorizations.** Customer and Users shall comply with applicable laws and hold all relevant licenses and authorizations required for their provision of services to End-Users.
- 3.8 **Service Restrictions.** Without prejudice to Section 6 (*Authorized Affiliates and Reselling*), 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, frame, mirror, republish, download, display, transmit, disassemble, reverse engineer all or any portion of the Services.

**4. FREE AND TRIAL SERVICES**

- 4.1 Services (a) that are not subject to an Order Form and for which fees are not paid (e.g., Free Services) and (b), Services that are designated as "Trial" (e.g., Trial Services) 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 EUR 1,000.

**5. REGULATED ACTIVITIES**

- 5.1 **Payment Services.** The Services can be configured with either Tink or the Customer operating as the Payment Service Provider for activities that constitute Payment Services, the latter option being available only if purchased in an Order Form.
- 5.2 **Tink Regulated Activities.** The End-Users will be redirected to Tink when the Services are configured to operate with Tink as the Payment Service Provider and the Tink Regulated Activities will be provided by Tink directly to the End-Users. The result of those activities will be made available by Tink to the Customer on the Customer's Account (i.e., as Customer Data). The Customer acknowledge that the Tink Regulated Activities are governed exclusively in the agreement between Tink and the End-User.
- 5.3 **Customer Regulated Activities.** Tink's licenses and/or authorizations only cover Tink's Regulated Activities and do not extend to activities carried out by the Customer unless the Customer has been appointed an agent of Tink.

**6. AUTHORIZED AFFILIATES AND RESELLING**

- 6.1 **Authorized Affiliates.** The Customer may allow Authorized Affiliates to use and benefit from the Services if so provided for in an Order Form.
- 6.2 **Reselling.** The Customer may implement the Services as a component of its own service offerings to its customers provided that (a) the relevant Order Form sets out that the Services or part of the Services may be resold and (b), a use case is defined in the relevant Order Form. For avoidance of doubt, the Customer shall not be entitled to share access or credentials to the Account.

**7. PROFESSIONAL SERVICES**

- 7.1 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.

**8. THIRD-PARTY SERVICES**

- 8.1 **Third-Party Services.** The terms governing Third-Party Services, including any data processing, are solely between the Customer and the relevant Third-Party Service provider. Tink does not warrant or support Third-Party Services, unless expressly provided otherwise in an Order Form (including schedules).
- 8.2 **Access by Third-Party Services.** Tink is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by a Third-Party Service.

**9. DATA PRIVACY AND SECURITY**

- 9.1 **Technical and organizational safeguards.** Tink implements technical and organizational measures as described in the [Privacy and Security Documentation](#) to ensure an appropriate level of security with respect to the Services and Customer Data.
- 9.2 **Privacy and Security Documentation.** Tink may modify the [Privacy and Security Documentation](#) from time to time but undertakes not to reduce the overall level of protection.
- 9.3 **Customer Data.** Customer is the data controller for any processing of personal data in Customer Data and Tink will process such data as a data processor.
- 9.4 **Tink Data.** Tink is the data controller for any processing of personal data in Tink Data.
- 9.5 **Data from Tink Regulated Activities.** Any personal data made available to the Customer as described in Clause 5.2 is a data controller to data controller transfer and the Customer becomes the data controller in respect of the personal data once it has been made available on the Customer's account in the Service (i.e., when it becomes Customer Data).
- 9.6 **Data Processing Addendum.** The Data Processing Addendum shall govern any processing of Customer Data by Tink.
- 9.7 **Privacy Policy.** The processing of Tink Data and Account Data by Tink is subject to Tink's privacy policy.
- 9.8 **Aggregated Data.** Customer acknowledges and agrees that Tink has the right to use any generalized or aggregated data or statistics that is generated by the Service or derived from Customer's use of the Service; provided that the data does not include any Personal Data (as defined in the Data Processing Addendum) and does not permit a third-party to identify the data or statistics as associated with Customer.

**10. DATA REGION**

- 10.1 **Data Region.** Customer Data shall be stored in the Data Region, except with the Customer's consent.
- 10.2 **Account Data.** Tink shall always be entitled to process and store Account Data in the EEA irrespective of the selected Data Region.

**11. CONFIDENTIALITY**

- 11.1 **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 and the circumstances of disclosure. Confidential Information about Customer includes Customer Data; Confidential Information of Tink includes Tink Data and 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 disclosure by the Disclosing 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.
- 11.2 **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 (but in no case 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 have signed confidentiality undertakings providing a similar level of protection as provided in this Agreement or are bound by professional secrecy, unless otherwise authorized by the Disclosing Party in writing.
- 11.3 **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 Recipient shall give the Discloser Notice prior to any such disclosure to enable the Discloser to seek an appropriate protective order or other remedy. The Recipient shall use commercially reasonable efforts to ensure that any Confidential Information disclosed will be treated confidentially by anyone receiving such Confidential Information.

**12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 **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.
- 12.2 **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 non-transferable 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.
- 12.3 **License to Customer Data.** Customer grants to Tink a worldwide, time-limited, non-transferable and revocable license to access and use Customer Data to provide the Services.
- 12.4 **Future changes.** Any changes to the Services will be owned by Tink, regardless of who initiated and/or paid for those changes.
- 12.5 **Indemnification by Tink.** Tink warrants that the use of the Services and/or the SDKs will not infringe any third-party intellectual property rights and Tink agrees to indemnify and hold the Customer harmless from any claims, demands, actions, proceedings and losses finally awarded against Customer, or for amounts paid by Customer under a settlement approved by Tink in writing, as a result of a breach of



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this warranty, unless the infringement is caused by the use of the Services or the SDKs in violation of the Agreement or the Documentation.

**12.6 Indemnification by Customer.** Customer will defend Tink against any claim, demand, suit or proceeding made or brought against Tink or its Affiliates by a third party (a) alleging that any Customer Data, or Customer's use of Customer Data with the Services infringes or misappropriates such third party's intellectual property rights, or (b) arising from Customer's use of the Services in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form. Customer will indemnify Tink from any damages, attorney fees and costs finally awarded against Tink as a result of, or for any amounts paid by Tink under a settlement approved by Customer in writing of, a claim against Tink.

**12.7 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.

## 13. FEES AND PAYMENT

**13.1 Services Fees.** The Customer shall pay all applicable fees and charges for the Services as set out in an Order Form or, if an Order Form is not signed, as set out in the price list on the Site. For avoidance of doubt, fees and charges set out in an Order Form shall take precedence over fees or charges stated on the Site.

**13.2 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.

**13.3 Disputes.** Any amounts disputed by the Customer shall be communicated in a Notice to Tink, which 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 18.3.

**13.4 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.

**13.5 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"). 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.

**13.6 Miscellaneous.** All amounts payable under this Agreement shall be paid to Tink without setoff or counterclaim and without deduction or withholding.

## 14. DISCLAIMERS

**14.1 External data.** The Services depend on access to external data from banks and other financial institutions 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 (such as the availability of financial institutions).

**14.2 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.

## 15. LIABILITY

**15.1 Damages Cap.** Without prejudice to payment obligations under Section 13 (*Fees and Payment*), the aggregate liability of each Party together with all their respective Affiliates shall not exceed the amounts paid by Customer for Services rendered during the 12 months before the liability arose.

**15.2 Type of damages.** Neither Party shall be liable under this Agreement for any (a) indirect, incidental, special, consequential or exemplary damages, (b) the value of lost data, loss of profits, revenues, customers, opportunities, or goodwill, or (c) unavailability of the Services (this does not limit any service credits that may be available under an applicable SLA).

**15.3 Claims.** Neither Party shall be liable to compensate the other Party under this Agreement unless the claim, describing in reasonable detail the nature of the claim and the calculation of the amount claimed is made as a Notice no later than six calendar months from the date when the aggrieved Party became aware of the facts or circumstances giving rise to the claim.

## 16. KNOW YOUR CUSTOMER

**16.1 Information.** Customer shall on request provide all relevant information necessary for Tink to be able to meet any requirements under applicable laws, 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.

## 17. SUSPENSION

**17.1 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 8 (*Know Your Customer*). For avoidance of doubt, Customer will not be entitled to service credits under any applicable SLA during the suspension.

**17.2 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.

## 18. TERM AND TERMINATION

**18.1 Term of Agreement.** This Agreement shall 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).

**18.2 Term of Order Forms.** Unless otherwise specified in an Order Form, each Order Form shall have an initial term of one year after the Commencement 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.

**18.3 Termination for Cause.** Either Party may terminate this Agreement for cause if the other Party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of Notice.

**18.4 Survival.** Clauses 4 (*Free and Trial Services*), 8 (*Third-Party Services*), 11 (*Confidentiality*), 12 (*Intellectual Property Rights*), 13 (*Fees and Payment*), 15 (*Liability*), 21 (*Miscellaneous*) will continue survive the termination of the Agreement.

**18.5 Post-Termination Return and Deletion.** Tink provides technical controls in the Services for 30 days after the termination or expiry of the Agreement which Customer can use to retrieve or delete Customer Data. Tink will delete all Customer Data after the termination of the Agreement in accordance with the [Privacy and Security Documentation](#), unless otherwise required by applicable laws.

## 19. NOTICES

**19.1 Manner of Giving Notice.** The Parties may provide Notice by registered mail or via email.

**19.2 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 [legal\\_notices@tink.com](mailto:legal_notices@tink.com) and Tink may provide Notice to any email address associated with the Customer's administrative user in the Account.

**19.3 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.

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

## 20. PUBLICATION

**20.1** Unless otherwise agreed, 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.

## 21. MISCELLANEOUS

**21.1 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. Changes or amendments to this Agreement shall, to be valid, be agreed upon in writing and signed by authorized signatories of both Parties.

**21.2 Order of precedence.** In the event of any conflict between the documentation, the following order of precedence shall apply: (1) Order Forms (including schedules), (2) addendums and (3), this Master Service Agreement.

**21.3 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.

**21.4 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 remainder of this Agreement shall not be affected, provided that the remaining terms of the Agreement shall be reasonably adjusted to redress any imbalance caused by such unenforceability.

**21.5 Tink Policies.** Tink shall make available a mechanism on the Site where the Customer can subscribe to updates to the Tink Policies.

**21.6 Language.** All communication under this Agreement shall be made in English and the English version will control should any communication be made in dual language.

**21.7 Third-Party Beneficiaries.** A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

**21.8 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 (which shall not be unreasonably withheld).

## 22. GOVERNING LAW AND JURISDICTION

**22.1 Governing Law and Jurisdiction.** Any dispute or lawsuit arising out of or in connection with this Agreement shall, without regard to choice or conflicts of law rules, be governed by the laws of, and be under the exclusive jurisdiction of the courts in, the country indicated in the table below.

If Customer is domiciled in:	Governing law is:	Courts with exclusive jurisdiction are:
Any country or territory	Sweden	Stockholm, Sweden

**23. DEFINITIONS**

23.1 Capitalized terms in this Agreement shall have the following meaning:

- "**Account**" means the Customer's account in the Services.
- "**Account Data**" means administrative and billing details associated with the Account, including usage data to the extent necessary to determine billing;
- "**Affiliates**" means any entity that directly or indirectly controls, is controlled by or is under common control with that entity;
- "**Agreement**" means this Master Service Agreement (including any addendums), the SLA and Order Forms;
- "**Aggregated Data**" means the data referred to in Clause 9.8;
- "**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;
- "**Commencement Date**" means the date the provision of Services commences as defined in an Order Form;
- "**Customer Data**" means data submitted by or for Customer to the Services, excluding Tink Data;
- "**Customer Regulated Activities**" means activities in the provision of the Services that constitute Payment Services for which the Customer acts as a Payment Service Provider and Tink as a technical service provider;
- "**Data Region**" means EU/EES and the UK unless otherwise specified in an Order Form;
- "**Documentation**" means the technical descriptions and manuals concerning the use of the Services in the form generally made available by Tink to Tink's Customers at <https://docs.tink.com> (as updated from time to time);
- "**End-User**" means legal entities or persons that consume services that are based on the Services;
- "**Feedback**" means all suggested improvements to the Services or otherwise to Tink's or Tink's Affiliates' operations;
- "**Notice**" means a notice sent in accordance with the provisions in Section 19 (*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;
- "**Payment Service Provider**" means account information service provider and/or payment initiation service provider as defined in Directive (EU) 2015/2366 (the PSD2);
- "**Payment Service**" means account information services and/or payment initiation services as defined in the Directive (EU) 2015/2366 (the PSD2);
- "**Privacy and Security Documentation**" means the privacy and security documentation available on the Site (as updated from time to time);
- "**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;
- "**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 or on the Site, 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 interoperates with the Services and are provided by a third party.
- "**Tink**" means Tink AB (corporate registration number 556898-2192, a company duly incorporated and organized under the laws of Sweden, having its registered address at Vasagatan 11, 111 20 Stockholm, Sweden) where Tink Regulated Activities are being carried out in the EEA and Tink Financial Services Limited (a company registered in England & Wales, registered number 12347825 and registered office at Sweden House, 5 Upper Montagu Street, London, England W1H 2AG) where Tink Regulated Activities are being carried out in the UK, entity designated in an Order Form or, if not designated, Tink AB,;
- "**Tink Data**" means the (a) Account Data, (b) data processed or generated by Tink in Tink Regulated Activities and (c), data processed or generated by Tink outside the Services;
- "**Tink Policies**" means the [Acceptable Use Policy](#) and the [Restricted Business Policy](#) as made available on the Site (as updated from time to time);
- "**Tink Regulated Activities**" means activities that constitute Payment Services for which Tink acts as the Payment Service Provider or other activities which are carried out pursuant to laws applicable to Tink or Tink's Affiliates;
- "**TinkLink**" means the technical interface through which End-Users interact with Tink when provisioning Tink Regulated Activities (e.g., an iframe or equivalent);
- "**Users**" means individuals who are authorized by the Customer to use the Service on its behalf, such as employees, consultants, contractors as well as Authorized Affiliates and any entities to which Customer have resold the Services to in accordance with Clause 6.2.

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