

APPLICATION

This Annex to the RTGS Account Mandate Terms and Conditions (the Terms and Conditions) applies where the Account Holder is accessing the API. For the avoidance of doubt this **API Annex** forms part of the Terms and Conditions.

1. Structure and Definitions

1.1 This Annex is made up of the terms contained herein together with:

- (a) the Schedules to it;
- (b) the Specification;
- (c) API Documentation;
- (d) any other instructions or documentation provided to the Account Holder from time to time in regards the API;

together the API Annex, which shall apply in this decreasing order of precedence.

1.2 If there is any conflict between the terms contained in this API Annex and any other terms within the Terms and Conditions, the terms of this API Annex shall take precedence.

1.3 In this Annex, except where the context otherwise requires:

- (a) terms defined in the Terms and Conditions or any other Annex have the same meaning; and
- (b) the following expressions shall have the following meanings:

<i>Term</i>	<i>Definition</i>
API	the Bank application programming interface described in the Specification, the API Documentation, and any other related API materials made available to the Account Holder by the Bank such as API Specifications, user guides, test scripts developer comments and any other material provided to the Account Holder in connection with this API Annex;
API Calls	each call from an Application via the API to interact with the API Platform or a Third-Party Provider application;
API Data	the data published or made available to the Account Holder through the API, along with any related metadata in the format agreed between the parties from time to time;
API Documentation	means the API documentation made available to the Account Holder by the Bank from time to time;

API Key	the security key the Bank, or a Third Party authorised by the Bank, makes available to access the API;
API Limits	the restrictions on the use of the API set out in the API Documentation as updated by the Bank from time to time;
Application	any applications developed by, or on behalf of, the Account Holder to interact with the API, including any information technology, computer programs and software to access the API;
Authorised Users	any users authorised by the Bank in writing to access the API on behalf of the Account Holder via the API Key;
API End Users	the Authorised Users, together with any other individuals (such as the Account Holder's employees, contractors, or agents) whom the Account Holder enables to use or access the API;
Bank Marks	the Bank's proprietary trademarks, trade names, branding, or logos;
Feedback	all current and future suggestions, comments or other feedback regarding the API or API Data provided by or on behalf of the Account Holder;
Account Holder API System	the Application, together with any other network and information systems (including any hardware, software, and other infrastructure) and processes operated by or on behalf of the Account Holder that is used to access the API, make an API Call, or otherwise communicate or interact with the API Platform;
Purpose	the purpose as described at clause 2 of this API Annex;
API Platform	the API platform as provided by the Bank to the Account Holder to enable the Account Holder access to the API and the Bank to develop and manage the API;
Specification	means specifications for the API provided by the Bank or a Third Party Provider from time to time;
Third Party	any party that is not the Account Holder or Bank;
Third Party Providers	means any contractor, agent or third party service provider providing any goods, software or services in relation to the API, either directly to the Account Holder or via the Bank (including SWIFT);
Third Party Provider Terms	any Third Party Provider terms of use with respect to a Third Party Provider product or Service relating to the API;

Use Terms	means the terms set out in Schedule 2;
Virus	any thing or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and
Vulnerabilities	a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

2. Licences

- a) Subject to the Account Holder's compliance with the Terms and Conditions, the Bank grants to the Account Holder a non-transferable, non-exclusive, non-sub-licensable, revocable, royalty free licence for the Account Holder and Authorised Users to access and use the API solely for the purposes of:
 - i. making API Calls in compliance with the API Limits; and
 - ii. to display the API Data received from the API, within the Application, together the Purpose.
- b) The Participant will own all right, title and interest in the API Data (including, as applicable, any copyright or other Intellectual Property Rights). Nothing in the Terms and Conditions will operate to transfer to the Bank the ownership of any right, title and interest in the API Data.
- c) In respect of the API Service, the Participant grants the Bank a personal, non-transferable, revocable, non-sublicensable and non-exclusive licence to use the API Data to facilitate the Purpose and as otherwise set out in this Terms and Conditions only.

3. API Access and Configuration

- 3.1 The Account Holder shall only access the API via the API Key.
- 3.2 Access to the API is subject to the Direct Participant:

- (a) Successfully registering for an API Key by contacting the Bank's API team via APITeam@bankofengland.co.uk; and
 - (b) agreeing to, and complying with on an ongoing basis, any applicable Third Party Provider Terms and provide evidence of such agreement upon request by the Bank; and
 - (c) connecting with Third Party Provider APIs, applications, services or programs as instructed by the Bank from time to time.
- 3.3 The Account Holder is responsible for the configuration of its Applications in order to connect with the API.
- 3.4 The API Key may be replaced at any time by the Bank on notice to the Account Holder.

4. Account Holder Responsibilities

- 4.1 The Account Holder shall:
- (a) comply with the Use Terms set out in Schedule 2;
 - (b) be responsible for the operation and security of the Account Holder API System and the Application;
 - (c) carry out all of its responsibilities set out in the Terms and Conditions in a timely and efficient manner; and
 - (d) to the extent permitted by law and except as otherwise expressly provided in the Terms and Conditions, be solely responsible for procuring, maintaining and securing its network connections and telecommunications links from the Account Holder API System and the Application to the API Platform, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Account Holder's network connections or telecommunications links or caused by the internet;
 - (e) notify the Bank immediately via psc.secure@bankofengland.co.uk if the Account Holder has any reason to suspect that its account, Authorised User information, or network connectivity with Bank has been compromised or if the Account Holder becomes aware of, or suspects, any breach of security to the APIs;
 - (f) adhere to the security practices as advised by the Bank directly or via any Third Party Providers, including but not limited to the RTGS Reference Manual and the CHAPS Reference Manual;
 - (g) comply with all applicable laws and regulations with respect to its access and use of the API;
 - (h) keep a complete and accurate record of:
 - i. its Authorised Users;

- ii. its development of the Application;
 - iii. its use of the API;
 - iv. its other obligations under the API Annex and produce such records to the Bank on request from time to time; and
- (i) notify the Bank as soon as it becomes aware of any unauthorised use of the API or API Data by any person.

5. Intellectual Property

- 5.1 The Account Holder acknowledges that all Intellectual Property Rights in the API, Feedback and Bank Marks, belong and shall belong to the Bank or the relevant licensors or Third Party owners (as the case may be), and the Account Holder shall have no rights in or to the same other than the right to use it in accordance with the terms of the Terms and Conditions and any Third Party Provider Terms (as applicable).
- 5.2 The Account Holder will promptly notify the Bank if the Account Holder becomes aware of any infringement of any Intellectual Property Rights in the API, Feedback and Bank Marks and will fully co-operate with the Bank in any legal action taken by the Bank to enforce the Bank's Intellectual Property Rights.

6. Feedback

- 6.1 The Account Holder may, in its discretion, provide Feedback to the Bank, but the Bank shall not be obliged to take any action in response to the Feedback. Feedback should be provided to the RTGS API team at APITeam@bankofengland.co.uk.
- 6.2 Feedback, even if marked confidential, will not create any confidentiality obligations on the Bank unless the Bank has otherwise agreed in writing, signed by an authorised signatory of the Bank.
- 6.3 Without prejudice to its other rights and remedies (including under the Terms and Conditions), the Bank will be free to use, disclose, reproduce, distribute, implement in the API all Feedback provided by the Account Holder without obligation or restriction of any kind, and the Account Holder hereby waives all rights to be compensated or seek compensation for the Feedback and will ensure that any relevant moral rights are waived.

7. Termination and Suspension

- 7.1 Either party may terminate the API Annex for convenience upon one (1) month written notice to the other party.
- 7.2 Without prejudice to any other rights and remedies under the Terms and Conditions, the Bank may terminate or suspend the API Annex on written notice with immediate effect in the event:

- (a) that the Account Holder (including any Authorised Users) uses the API other than as specified in the Terms and Conditions or in breach of the Terms and Conditions;
- (b) the Bank suspends or terminates its RTGS Terms and Conditions with the Account Holder; and/or
- (c) the Bank considers that the Account Holders access to the API presents a security risk.

8. Consequences of Termination

8.1 On termination or expiry of the API Annex for any reason:

- (a) all rights granted to the Account Holder under the Terms and Conditions shall cease;
- (b) the Account Holder shall cease all activities authorised by the Terms and Conditions;
- (c) the Account Holder shall immediately delete or return to the Bank (at the Bank's option) the Bank's confidential information or Intellectual Property Rights, as well as all property and materials containing, reflecting, incorporating or based on this, which is in the Account Holder's possession or under the Account Holder's control,

8.2 For the avoidance of doubt, the Account Holder may retain such property and materials for as long as required by applicable law to do so.

8.3 Termination or expiry of the API Annex shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Terms and Conditions which existed at or before the date of termination or expiry.

8.4 Any provision of the Terms and Conditions which expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9. Warranties

9.1 The API is provided on an 'as is' basis. Except as expressly stated in the Terms and Conditions, the Bank does not make any warranty (express or implied) or representation:

- (a) that the Account Holder's use of the API will be uninterrupted or error-free;
- (b) the API will meet the Account Holder's requirements;
- (c) that the API does not infringe any third party rights;

(d) the API will be free from Vulnerabilities or Viruses.

9.2 The express terms and conditions of the Terms and Conditions will apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations implied by statute, common law, custom, trade usage or otherwise (including implied undertakings of satisfactory quality and fitness for purpose), all of which are excluded to the fullest extent permitted by law.

10. Liability

10.1 Nothing in the Terms and Conditions will operate so as to exclude or limit the liability of either party to the other for fraud, death or personal injury arising out of negligence or any other liability that cannot be excluded or limited by law.

10.2 Subject to clause 10.1, the Bank excludes all liability for any Loss arising under or in connection with this API Annex, except to the extent that such Loss is shown to be attributable to wilful default or reckless disregard of the Bank's obligations on the part of the Bank or its representatives and agents.

10.3 Subject to clause 10.1, the Bank will not be liable for (in each case, whether arising directly or indirectly):

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss or corruption of data;
- (d) loss of anticipated savings;
- (e) loss of business opportunity, goodwill or reputation;
- (f) nor will we be liable for any indirect or consequential loss or damage.

10.4 Any act or omission by an API End User that would constitute a breach of the Terms and Conditions if taken by the Account Holder will be deemed a breach of the Terms and Conditions by the Account Holder. The Account Holder shall take reasonable efforts to make all API End Users aware of the Terms and Conditions' provisions as applicable to such API End Users and shall cause API End Users to comply with such provisions.

10.5 All references to "the Bank" in this clause 10 shall, for the purposes of this clause, be treated as including all employees, subcontractors and suppliers of the Bank, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

11. Data Protection

- 11.1 The parties have determined that, for the purposes of Data Protection Legislation, it is likely that each Party shall act as a data ‘controller’ in respect of their own processing of personal data for the purposes of the API Annex including the processing activities set out below:

Activity/clause reference	Scope and nature of processing activities	Types of personal data
API Data being data published or made available to the Account Holder through the API, along with any related metadata	<p>Account Holder <i>discloses by transmission, dissemination or otherwise making available</i>, personal data contained in API Data to the Bank.</p> <p>The Bank <i>discloses by transmission, dissemination or otherwise making available</i> personal data contained in API Data to the Account Holder.</p> <p>Each Party <i>retrieves</i> personal data contained in API Data published or made available to it by the other Party pursuant to the terms of the API Annex.</p> <p>Further processing activities such as the collection, recording and storage of personal data in connection with the API Annex, are referred to in clause 14 of the RTGS Mandate Account Terms and Conditions.</p> <p>Neither Party will <i>alter</i> or <i>adapt</i> the personal data pursuant to this Annex.</p>	<ul style="list-style-type: none"> · name of Authorised Users, together with any other individuals (such as the Account Holder’s employees, contractors, or agents) whom the Account Holder enables to use or access the API; · name of API End Users being any users authorised by the Bank in writing to access the API on behalf of the Account Holder via the API Key; · identifying features such as job title, email address and/or business contact; · further items of personal data as referred to in the RTGS Account Mandate Terms and Conditions to which the Account Holder is a party, where such items are included in API Data published or made available to the Account Holder through the API; · further items of personal data as referred to in the CHAPS Sterling Payments Annex, where such items are included in API Data published or made available to the Account Holder through the API. <p>Categories of data subject: employees of RTGS Participants and individuals working for or</p>

		representing or appointed by or on behalf of such organisations.
Duration of the Processing:	The term of the API Annex	
Plan for return and destruction of the data once the processing is complete:	In accordance with each Party's own records management and retention policies and subject to the Terms and Conditions.	

11.2 Should the determination in clause 11.1 change, then each Party shall work together in good faith to make any changes which are necessary to this clause.

12. Notices

12.1 Any notice or other communication required to be given in relation to the API Annex, shall be in writing and shall be:

- (a) delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication at its address set out on page 1 and in the case of the Bank marked for the attention of Head of Markets Services Division; or
- (b) sent by email, in the case of the Bank psc.secure@bankofengland.co.uk and in the case of the Account Holder to the email address as notified to the Bank from time to time; or
- (c) to such other address as the parties may notify the other in writing from time to time.

Schedule 1 Use Terms

1. The Account Holder must:
 - (a) comply with any Third Party Provider Terms that relate to the API;
 - (b) keep all login details secure and secure the API from infringement, misappropriation, theft, misuse of unauthorised access;
 - (c) comply with any reasonable instructions issued by the Bank from time to time with respect to the access to and use of the API;
 - (d) prevent the introduction of any malicious code or vulnerability into the Bank's network and information systems through the Account Holder's use of the APIs;
 - (e) ensure that the Account Holder API System and the Application comply with any relevant specifications provided by the Bank from time to time; and
 - (f) monitor the use of the API via the Application for any activity that breaches applicable laws, rules, and regulations or any of the Terms and Conditions, including any fraudulent, inappropriate, or potentially harmful behaviour, and promptly restrict any offending users of the Application from further use of the Application.
2. Except to the extent expressly permitted under the Terms and Conditions, the Account Holder must not (and shall ensure that each Authorised User shall not):
 - (g) access or use the API for any purpose other than as set out in the Terms and Conditions;
 - (h) share any log in, or registration details with any Third Party, or otherwise allow a Third Party access to the API;
 - (i) make API Calls in excess of the API Limits;
 - (j) remove any proprietary notices from the API;
 - (k) use the API or API Data in any manner or for any purpose that misappropriates, or otherwise infringes any Intellectual Property Right or other right of any person, or that violates any applicable law;
 - (l) design or permit the Applications to disable, override, or otherwise interfere with any Bank-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;
 - (m) attempt to cloak or conceal the Direct Participant's identity or the identity of the Applications when requesting authorisation to use the API or making an API Call;

- (n) commercially exploit, sell, licence or distribute any API or any products and/or services incorporating the results retrieved using the API or via an API Call; or
- (o) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the API, in whole or in part (except to the extent that applicable law overrides this provision or any part hereof).