

Open Bank Project Platform.

Bank Account Holder Terms of Service.

V1.0, 2nd November 2014

This is an agreement between you, the bank account holder, hereafter known as **You** and Music Pictures Limited (TESOBE) which provides the Open Bank Project Platform services, hereafter known as the **Service Provider**.

Definitions

In this document:

“You” is you, a person who is legally allowed to access the “bank accounts” referenced below.

“App” is the software Application or Service (Web, mobile, tablet etc.) used by You, which uses the Bank Services and Meta Data via the OBP API on your behalf. See Appendix 1 for more details.

“OBP” means Open Bank Project

“Bank Services” is any primary information such as balances and transactions which originate at the bank, or services provided by the bank such as loan applications or money transfer requests.

“Meta Data” is any information not directly sourced from your Bank but is linked to your Bank Services. For instance, transactions might have tags or comments but this Meta Data is stored on the OBP Server.

“Services” is any combination of Bank Services and Meta Data.

“Open Bank Project” is an open source API for banks dual licensed under the AGPL and commercial licences.

“AGPL” means the GNU Affero General Public License (this an open source licence)

“API” means application programmer interface – a technical interface used to connect software applications with other software services and data.

“OBP API” is the Open Bank Project API that provides Services to the App following authentication.

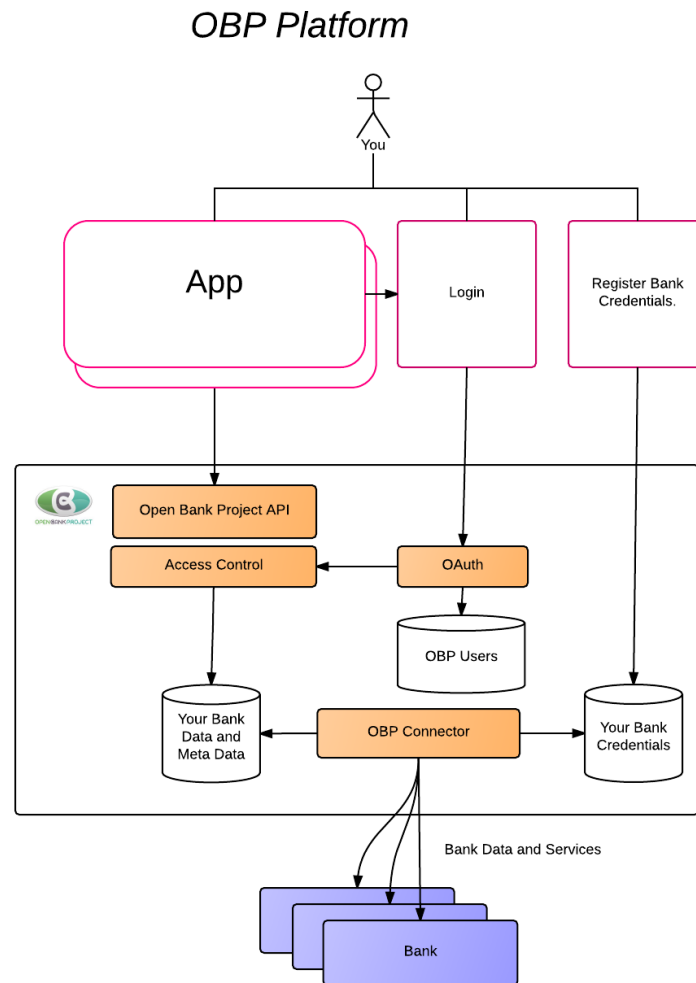
“OBP Services” is any combination of OBP related services including the OBP API, OBP Connector, authentication, access control and data storage services.

“Bank Accounts” may be held at several banks or third party sites.

“Bank Credentials” are pieces of information such as account number, username and password, which together authenticate you at the bank so the OBP Connector can provide Bank Services to you. You supply your Bank Credentials by registering with the OBP Connector.

“OBP Connector” is an automated process that periodically logs in to your bank account(s) using your Bank Credentials on your behalf and, once authenticated, accesses your Bank Services and performs other actions so that the OBP API can provide these services to You via the App.

Note: You may use multiple Apps to access your Data but each App may be subject to its own terms and conditions.



Now, Your use of the automated OBP Services from within this application (App) is subject to the following terms. These terms should be read in conjunction with the terms and conditions for your own Online Banking services.

Provide Accurate Information. You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at banks and other websites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Your Data. You are responsible for how you use your data and it is your responsibility to make sure this use conforms to the terms and conditions for your own Online Banking services.

Content You Provide. You are licensing the Service Provider to use your Bank Credentials to operate the OBP Connector service on your behalf. By submitting your Bank Credentials, You automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, The Service Provider may use the Content for the purposes set out above.

Bank Accounts. By using the API, You authorize the Service Provider to access bank accounts via third party sites designated by You, on your behalf, to retrieve or access the Bank Services for You. You hereby grant The Service Provider a limited power of attorney, and You hereby appoint The Service Provider as your true and lawful attorney-in-fact and agent, with full power of substitution for You and in your name, place and stead, in any and all capacities, to access third party Internet sites, servers or documents, retrieve information, and use your Bank Credentials with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as You might or could do in person, only as required to provide you the Service.

You acknowledge and agree that when the Service Provider accesses and retrieves information from third party sites, the Service Provider is acting as your agent, and not the agent or on behalf of the third party. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by You. You understand and agree that the OBP Services are not endorsed or sponsored by any third party account providers accessible through the OBP Services.

Disclaimer of warranties. You expressly understand and agree that:

1. Your use of the OBP Services and all information and other content (including that of third parties) included in or accessible from the OBP Services is at your sole risk. The OBP Services are provided on an "as is" and "as available" basis. The Service Provider expressly disclaims all warranties of any kind as to the OBP Services and all information, products and

other content (including that of third parties) included in or accessible from the OBP Services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

2. The Service Provider makes no warranty that (i) the OBP Services will meet your requirements, (ii) the OBP Services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the OBP Services will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the OBP Services will meet your expectations, or (v) any errors in the technology will be corrected.
3. Any material downloaded or otherwise obtained through the use of the OBP Services is done at your own discretion and risk and You are solely responsible for any damage to Your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by You from the Service Provider through or from the OBP Services will create any warranty not expressly stated in these terms.

Limitation of liability. You agree that neither the Service Provider nor any of their affiliates, account providers or any of their affiliates will be liable for any harms, which lawyers and courts often call direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if the Service Provider has been advised of the possibility of such damages, resulting from: (i) the use or the inability to use the OBP Services; (ii) the cost of getting substitute goods and services, (iii) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the OBP Services; (iv) unauthorized access to or alteration of your transmissions or data; (v) statements or conduct of anyone on the OBP Services; (vi) the use, inability to use, unauthorized use, performance or non-performance of any third party account provider site, even if the provider has been advised previously of the possibility of such damages; or (vii) any other matter relating to the OBP Services.

Indemnification. You agree to protect and fully compensate the Service Provider and their affiliates from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys/legal fees) caused by or arising from Your use of the OBP Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

Appendix 1.

The primary application (App) used to access the OBP API will be the Social Finance Application (Sofi). Other Apps may also be used subject to their own terms and conditions.

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