

Introduction

The subsequent terms and conditions (the “**Terms and Conditions**”) apply for the registration, access and use to/of the Santander Consumer Bank API Market website at <https://apiportal-sandbox.santander.de/>, including all relevant tools and applications, as made available by Santander Consumer Bank hereafter also referred to as the “**API Market**”. Within the context of these Terms and Conditions “**Santander Consumer Bank**” refers specifically to Santander Consumer Bank AG, Santander-Platz 1, D-41061 Mönchengladbach, Germany. Please note that Santander Consumer Bank may at any time edit these Terms and Conditions without prior notice by publishing new or altered Terms and Conditions on the API Market.

Concerning your registration to the API Market

Note that the API Market is a discretionary offer by Santander Consumer Bank. In order to obtain access you must register through the website at <https://apiportal-sandbox.santander.de/>. After receipt of registration demands Santander Consumer Bank reserves the right to approve these registration demands or reject your application in its discretion without the need to provide any reasons. You agree that you will disclose to Santander Consumer Bank any actual or potential conflicts of interest with respect to your registration (e.g., if you are already working for or are somehow affiliated with a Santander Consumer Bank competitor or other financial institution).

It is mandatory that all the information that you provide with regard to your registration must be correct and complete, whilst you are also responsible for maintaining such information up-to-date and accurate during the entire term of your registration. Subsequent to a successful registration, you can be provided with access credential, data protection information such as passwords and further account information (the “**Credentials**”). Regarding the Credentials it is of utmost importance to notice that these are, and will remain, the property of Santander Consumer Bank and you are granted a nontransferable license to use the Credentials for the very specific purpose of participating in the API Market. You are not allowed to sell, transfer, sublicense, or otherwise disclose your Credentials to any other person or for any other purpose and are therefore obliged to keep the Credentials confidential at all times. In case you suspect or if you become aware that the confidentiality of your Credentials have been compromised, you are bound to inform Santander Consumer Bank without unavoidable delay. Any attempt to circumvent or modify any Credentials or other security mechanism used by Santander Consumer Bank in relation with the API Market is strictly forbidden.

Regulations / Regulatory framework governing your use of the API Market

Full responsibility for all activities that occur under usage of your Credentials, regardless whether undertaken by you or someone else lies entirely with you. Further you are obliged to comply with all legal requirements and forbear from creating content that is unlawful or otherwise objectionable, or any content that may be laid out as such.

You are not allowed to engage in, and are prohibited from taking part in any of the following activities:

(a) reconstruct, disassemble, reverse engineer, , or decompile any object code of the API Market, any Santander Consumer Bank test data, the Santander Consumer

Bank API or any other data provided by Santander Consumer Bank in connection with the API Market

- (b) attempt unauthorized access to, or use of, Santander Consumer Bank services or systems;
- (c) disrupt, damage, or otherwise negatively affect the operation of Santander Consumer Bank systems or services;
- (d) participate in any activity that withholds any other developer from using the Santander Consumer Bank content;
- (e) use any site search, spider, robot, or other application to retrieve or index Santander Consumer Bank content,
- (f) accumulate information about other developers and
- (g) initiate or introduce any viruses or other malicious code.

Contact and interaction with you governing your use of the Santander Consumer Bank API Market

The API Market aims at contacting and interacting with you to validate the reasons for certain access procedures within the portal and to obtain a steady improvement within the scope of the simulation for the programming or API development. Santander Consumer Bank reserves the right to contact you on the basis of your provided data.

Concerning intellectual property rights

The Santander Consumer Bank API Market is and remains the property of Santander Consumer Bank and is protected by applicable intellectual property laws. Upon successful registration, Santander Consumer Bank grants you, a non-transferable, limited, non-exclusive, , revocable and non-sublicensable right to use the Santander Consumer Bank API Market for the term of your registration to the extent necessary and for the single purpose of participating in the Santander Consumer Bank API Market in accordance with, and within the scope of, these Terms and Conditions. By accepting this usage right, you grant Santander Consumer Bank a limited and non-exclusive right to use the object code and other information that you upload, or that you program, on the Santander Consumer Bank API Market to the extent necessary and for the sole purpose for Santander Consumer Bank to operate the Santander Consumer Bank API Market.

For any content that you uploaded to, or programmed on, the Santander Consumer Bank API Market, you warrant that you have the intellectual property rights for/in and that such content does not violate or infringe the intellectual property rights of any third party. Based on the previous mentioned requirements you remain solely responsible for any such content, and Santander Consumer Bank disclaims any and all liability for such content. In line with the above mentioned, you shall indemnify and hold harmless Santander Consumer Bank from any costs or damages suffered by Santander Consumer Bank as a result of a third party bringing or threatening any claim or action against Santander Consumer Bank on the grounds that such content or any other material provided or used by you in connection with the Santander Consumer Bank API Market infringes the intellectual property rights or other rights of any third party.

Regarding the possible event that Santander Consumer Bank is interested in the content that you have produced on the Santander Consumer Bank API Market, Santander Consumer Bank inherits the right to contact you in its discretion and

Santander Consumer Bank may suggest additional provisions for further evaluation of your content.

Concerning information, confidentiality

All the information provided on the Santander Consumer Bank API Market or in connection therewith shall not constitute any legal, tax, or investment advice. Without notice any opinions are subject to change. Published opinions may differ from estimates represented in other documents created and distributed by Santander Consumer Bank. All comments are solely provided for informational purposes and are given without any obligation, contractual or otherwise.

Furthermore there is no guarantee whatsoever offered as to the accuracy, completeness or appropriateness of the information or estimates relating to the API Market or in connection therewith.

Whenever and insofar you gain knowledge of or receive confidential information in connection with the Santander Consumer Bank API Market, you are obliged to treat such information with strict confidentiality and you may not disclose the same to third parties. All Santander Consumer Bank information labelled confidential or which would be treated as confidential by any reasonable third party is referred to as “**Confidential Information**” here.

You accept and reassure to protect such information from unauthorized access and to treat it with the same care with which you would treat your own confidential commercial information. In line with the above mentioned requirements your duty of confidentiality shall continue to apply for five (5) years as from the moment your registration to the API Market ceases.

Conditions regarding termination of your registration

At any time without prior notice Santander Consumer Bank may terminate your registration and access to the Santander Consumer Bank API Market and the Santander Consumer Bank content. Breaching any of these Terms and Conditions will automatically and with immediate effect terminate your registration. Any rights which are granted to you under these Terms and Conditions will automatically cease upon termination.

Notification regarding no warranties, Limitation of liability

The Santander Consumer Bank API Market and the Santander Consumer Bank content are provided “as is”, and use of the Santander Consumer Bank API Market is entirely on your own risk. Santander Consumer Bank disclaims all warranties and does particularly not provide any warranty with regard to the Santander Consumer Bank API Market as being error free, with respect to its availability or accuracy. Only for intent and gross negligence shall Santander Consumer Bank be liable to you. This means that liability for ordinary negligence is excluded. Further this shall not apply to any injury to life, limb or health or if such exclusion would contravene applicable law. For damage caused by third parties Santander Consumer Bank is not liable. In case your registration is terminated, Santander Consumer Bank shall not be held liable for any damages incurred by the Participant.

Miscellaneous

The validity of the Terms and Conditions as a whole shall remain unaffected, even should any provision of these Terms and Conditions be or become invalid. Upon occurrence of an invalid provision, that invalid provision must be replaced by a valid

provision within the context of the remaining contractual interpretation which corresponds to the economic intent and purpose of these rules as a whole. For enterprises or in case if you are a merchant, the place of jurisdiction shall be Mönchengladbach Germany. Further please note that these Terms and Conditions are subject to German law.