

Open Banking Services Schedule

This is a Schedule to the Terms and Conditions of Fidelity Payment Processing Limited t/a Blink. This Schedule applies to the Open Banking Services as stipulated in the Order Form.

Unless the context otherwise requires, the definitions used in the Terms and Conditions apply to this Schedule. Any other terms defined in this Schedule have that meaning for this Schedule only.

1. Open banking

- 1.1. Blink makes available an integration to open banking functionality through the Blink Services, allowing the Merchant to manage Transactions through the Blink Services (the **"Open Banking Integration Services"**).
- 1.2. The Merchant acknowledges that additional terms shall apply to the Merchant's use of such open banking functionality through the Open Banking Integration Services, including the third-party provider's terms and conditions (available at [INSERT]), being the **"Open Banking Terms"**, and to which contract Blink may also be a party together with the provider and the Merchant), and the following additional terms:
 - 1.2.1. the Merchant must comply with the Open Banking Terms, which shall be considered to be a Third Party Servicer Agreement, and the open banking functionality a Third Party Servicer Service, for the purposes of the Terms and Conditions;
 - 1.2.2. Blink may pass through relevant terms and requirements from the relevant Third Party Servicer Service from time to time, with which the Merchant must comply;
 - 1.2.3. all other provisions of this Agreement shall apply to the Open Banking Integration Services only; the open banking service provision itself shall be subject to the Open Banking Terms, and, subject to Clause 9.2 of the Terms and Conditions, Blink shall have no liability for the performance, or failure, of the open banking service, or for the act or omissions of the relevant provider of the Third Party Servicer providing the open banking service;
 - 1.2.4. Blink will treat Data transferred or otherwise processed as part of the Open Banking Integration Services in accordance with this Agreement (including in compliance with the confidentiality and data protection provisions contained in this Agreement);
 - 1.2.5. Blink will charge the Merchant, and the Merchant shall pay Fees to Blink, for use of the Open Banking Integration Services, as set out in the Order Form; and
 - 1.2.6. Blink may terminate and/or suspend the Open Banking Integration Services at any time, following which the Merchant will be unable to access the open banking functionality through the Blink Services (and will cease to be responsible for paying any Fees to Blink in respect of the Open Banking Integration Services).
- 1.3. The Merchant hereby authorises Blink to use, share and release Data and any other information relating to the Merchant, for the purposes of integrating open banking functionality into the Blink Services and allowing the Merchant to use that functionality.
- 1.4. The Merchant acknowledges that Blink may require further authorisation from the Merchant within the Blink Services before allowing the Merchant to use that open banking functionality, and that authorisation may be required on a transaction-by-transaction basis.
- 1.5. To the extent that any provision of the Open Banking Terms conflicts with any provision of this Agreement, the relevant provision of the Open Banking Terms shall prevail.

2. Liability

For the purposes of Clause 9.4 of the Terms and Conditions, Blink's total aggregate liability arising out of or in connection with the Open Banking Integration Services, and otherwise arising under or in connection with this Schedule, shall be limited to 110% of the total amount of Fees paid and payable, in aggregate, by the Merchant to Blink under this Schedule in the 12 months prior to the date on which the claim first arose.

Commented [SW1]: To be inserted.