

1.Introduction

The General Terms for Open API Testing (hereinafter: General Terms) define the roles and responsibilities of Karlovačka Banka d.d. Karlovac and the API of the user, which includes access to documentation available for the implementation of the API, as well as the use of the test environment.

2.Meaning of Terms

General Terms - General requirements for Open API testing governing the roles and responsibilities of Participants in the Open API and consisting of: these General Terms, the General Documentation as defined in these General Terms and the specific documentation as defined by these General Terms

API - Application Programming Interface

Open API - A publicly available Application Programming Interface that provides access to proprietary application software

Banks' Open API - An API provided by the API Provider, providing a means of access to data in accordance with Berlin Group standards, which includes the HR standard and specifics of the API Provider and can be accessed to, free of charge, as well as to any amendments thereto

API Provider - Karlovačka banka d.d. Karlovac

API User - A person or business entity that has identified itself and has been granted access to the API

Contact person - The person appointed by the API User for a possible contact when conducting Open API Bank testing

Confidential Information - Information (in any form) that is associated with the Provider's API, its business, clients or financial and other matters, and is marked as confidential

DOS / DDOS - Denial of Service / Distributed Denial of Service

API Documentation - Berlin Group Standards, API Provider documentation, and other documentation required for API testing, which includes any updates, changes, or additions to such documentation

Open API Test Participant - API Provider and API user participating in Open API service testing

Open API Test Participant System - Provider API system and User API system including hardware, software and other infrastructure required to perform testing as well as processes performed by Participants or performed for the benefit of Participants for Open API purposes

Regulator - any government, regulatory or supervisory body which has the responsibility of regulating or overseeing part or all of the Open API service or Participant's business framework in Open API testing.

Security standard - A security request posted by a Berlin group or API Provider

Service level - as specified by the API Provider

3.API User Commitments

The API User is responsible under these Terms and Conditions until they are replaced or put out of force.

The API User carries out registration at <http://www.kaba.hr/psd2-api-request-for-testing/>

Any information provided by an API User when registering, and related to its registration at the API Provider interface, must be accurate and complete, and the API User is responsible for maintaining such information for the entire duration of the registration.

The API user should be registered in capacity of TPP. Access to the Kaba Open API may also be granted to future API Users, provided they submit proof of filing such request to the competent authority. After successful registration, the Specific Documentation and access to Sandbox will be available.

The API Provider is not responsible for any API User obligations to third parties.

4.API User Responsibility

The API User is responsible for providing the necessary preconditions for accessing the Open API from these General Terms, including appointment of the contact person.

The API User is responsible for operation and security performance and should:

- Take reasonable steps to prevent any computer viruses (including worms, Trojans, or other malware, and any code that may be used to access, modify, delete, or corrupt data, files, or other computer programs) into Open API
- take any action reasonably necessary and within its ability to exclude access to the Bank Open API if he or anyone associated with him engages, knowingly or otherwise, in a DOS or DDOS attack or anything similar in relation to the Bank Open API
- API users accept and confirm that they understand that they are expected to cooperate in accordance with applicable regulations or at the request of the Regulator, as an integral part of their participation in Bank Open API testing
- Develop its system in such a way that API calls are in compliance with the technical standards as well as with the Documentation provided

5.API Provider Commitments

API Provider has prepared a predefined form for communication during testing: at <http://www.kaba.hr/psd2-api-request-for-testing/>

6.API Provider Responsibility

The Provider API is responsible for maintaining:

- API Documentation
- Highly available test environment
- Support
- API user registry

7.Documentation

General Documentation

- The Berlin Group: An Introductions Paper
https://77cb457b-3353-4bdc-8ab6-ff6bb2ccdc98.filesusr.com/ugd/c2914b_ee83f2dd159b4c709e9d8a949aefd863.pdf
- The Berlin Group: Joint Initiative on a PSD2 Complaint XS2A Interface Operational Rules
https://77cb457b-3353-4bdc-8ab6-ff6bb2ccdc98.filesusr.com/ugd/c2914b_2cf4db130e4d4aa9a5547acd342865e2.pdf
- The Berlin Group: Joint Initiative on a PSD2 Complaint XS2A Interface Implementation Guidelines
https://www.berlin-group.org/files/ugd/c2914b_fec1852ec9c640568f5c0b420acf67d2.pdf
- OpenAPI Specification
<https://swagger.io/specification/>
- HUB PSD2 API documentation
<https://www.hub.hr/index.php/en/psd2-open-api>
- NextGenPSD2 XS2A Framework for Croatia- HR Country Specific
https://www.berlin-group.org/files/ugd/c2914b_e7fe797c286740898881e639b14b1d40.pdf

Specific Documentation

Provider API documentation available to API users

- Implementation Guidelines V1.0.5pdf (KABA API Definition)_rls. 15.09.2023
- PSD2_KABA_WEB_content_v1_0.pdf
- psd2-api-1.3.2-KABA.yaml
- Kaba_PSD2_Interface_konfigurator_v1.0.xlsx.
- KABA_Test_Guidelines.pdf_rls.15.09.2023
- KABA_Test_Cases.pdf_rls. 15.09.2023.

8.Confidential information

The information and data accessed by or disclosed to any Participant in the Kaba Open API Testing are confidential information and should not be used for any purpose other than the purpose for which it is supplied and should not be disclosed to third parties. Participants agree to protect such information and data from unauthorized access and to treat it with due care. This obligation of non disclosing continues to apply on an ongoing basis.

9. Guarantees

The API User identifies himself and agrees to apply these General Terms and Conditions and guarantees to the API Provider that the API User Information and Data are accurate and complete.

10. Compliance with law and regulations

The API User ensures and guarantees that he and anyone else who technically accesses the Kaba Open API on his behalf and thereby performs the testing on his behalf and for his account, shall comply with these General Terms and Conditions and with all applicable laws and regulations.

11. Conditions governing the liability of the parties

Anything required by these Terms and Conditions does not exclude or limit the liability of the API User for fraud or impersonation to the API Provider. Participants in the Open API Testing will make reasonable efforts to prevent negligence, breach of contract or anything similar which would result in loss to one of the Participants. Each party will make every reasonable effort to minimize and avoid / mitigate any loss for which it is entitled to sue the other party.

The provisions of these General Terms shall not have the effect of preventing any Regulator from imposing financial or administrative penalties on API users for violating these General Terms.

12. Force majeure

The Participant in the Open API Testing shall not be liable for any delay or failure to fulfill any of its obligations under these General Conditions, if such delay or failure is a direct consequence of the failure of another Participant in the Open API Testing to fulfill its obligations under these General Conditions. The API Provider shall not be deemed in default of these General Terms nor liable for the delay or failure to perform the API Service if such delay or failure to perform resulted from events, circumstances or causes beyond its reasonable control.

13. The relationship of the parties

The API User waives the right to and exempts the API Provider from all of its rights, claims, legal actions or rights to actions (contractual, misdemeanor and other) arising out of or in any way related to the API User.

14. Salvator (severity) provisions

If, at any time, any provision of these General Terms and Conditions is found, in whole or in part, by any court or administrative authority or competent jurisdiction to be invalid or unenforceable, such determination shall not affect other provisions of the General Conditions (or other parts of any of a provision found to be partially invalid or unenforceable) which will remain in full force and effect.

If any provision of these General Terms and Conditions is found to be invalid or unenforceable, such provision shall apply with such modification as is necessary to make the provision valid and enforceable.

15. The completeness of the Agreement

The rules of procedure constitute the overall agreement and arrangement of the Participants, with respect to questions that may arise regarding the Bank's Open API. Each API User agrees and consents to fully comply with the terms and conditions set out in these General Terms.

16. Cancellation and suspension

The API Provider may disable the access and registration of the API User when it violates the applicable rights and these General Terms. The API Provider may suspend access and registration of the API User if there is reasonable doubt to suspect illegal conduct that will affect the enforceable obligations of the API Provider.

17. Notifications

All notifications to be given in accordance with these General Terms must be made in writing and sent by e-mail to psd2@kaba.hr with the option "Request a read receipt".

If notification send without the stated option, the bank will not be liable if the notification is not received/processed on time.

18. The entry into force of the General Terms

These General Terms shall enter into force with respect to the API User at the time of its registration on the Bank's Open API.

19. Applicable law and jurisdiction

Each API User agrees that the relationship between the Participants in the Open API Testing will be solely managed and interpreted in accordance with Croatian law, and that any disputes arising out of or in connection with the General Terms and / or the Open API will be solely governed by and defined in accordance with Croatian law.

Participants will first try to resolve the disagreement mutually.

If that would not be possible for all disputes arising out of or in connection with these General Terms, the parties agree on the competence of the Court in the Republic of Croatia and the application of the Croatian law.

20. Entry into force and application

These General Terms have been published and apply from 15/09/2023.

