

TERMS AND CONDITIONS OF PUBLIC BANK OPEN API

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PUBLIC BANK OPEN API HUB. THE TERMS AND CONDITIONS HEREIN FORM THE LEGAL AGREEMENT BETWEEN YOU AND PUBLIC BANK BERHAD OR PUBLIC ISLAMIC BANK BERHAD (“THE BANK”). IF YOU ARE NOT AGREEABLE TO THESE TERMS, PLEASE DO NOT PROCEED AS YOUR CONTINUED USE WILL BE DEEMED AS YOUR ACCEPTANCE.

THE BANK MAY MODIFY ALL OR ANY PART OF THESE TERMS FROM TIME TO TIME WITHOUT NOTIFYING YOU. YOU ARE HEREBY ADVISED AND REMINDED TO REGULARLY CHECK THESE TERMS SO THAT YOU ARE AWARE OF YOUR RIGHTS AND OBLIGATIONS. YOUR CONTINUED USE OF THE PUBLIC BANK OPEN API HUB AFTER CHANGES TO THESE TERMS CONSTITUTES YOUR BINDING ACCEPTANCE OF THE UPDATED TERMS.

DESCRIPTION

The Public Bank Open API Hub is a platform and test environment which contains dummy data and tools for you to develop and test solutions and initiate communication with the Bank. The dummy data, tools and other contents are provided “as is”, “as available” and with all faults. The Bank do not represent that they will be error free, or free of other malicious code or will meet your requirements.

REGISTRATION

You must register through the website at ***fintech.publicbankgroup.com*** for access to the APIs.

The Bank reserves the right to reject your application in its discretion without the need to provide any reasons therefor. You agree that you will disclose any actual or potential conflicts of interest with respect to your registration (e.g., if you are already working for, or are affiliated with the Bank’s competitor or other financial institution).

Any information that you provide in connection with your registration must be correct and complete, and you are responsible for maintaining such information up-to-date and accurate throughout the term of your registration. Upon successful registration, you may be provided with access credential, passwords and other account information (“the Access Information”). The Access Information is and shall remain the property of the Bank and you are granted a nontransferable license to use the Access Information for the sole purpose of participating in the Public Bank API Hub.

The Bank may contact you at any point to validate the information provided, to validate the use of the APIs and to obtain feedback for improvement within the scope of the use of the Public Bank Open API Hub.

You must keep the Access Information confidential and may not sell, transfer, sublicense, or otherwise disclose the Access Information to any other person or for any other purpose. If you become aware or if you suspect that the confidentiality of the Access Information has been compromised, you are obliged to inform the Bank immediately. You must not attempt to circumvent or modify the Access Information or other security mechanism used by the Bank in connection with the Public Bank API Hub.

RULES GOVERNING YOUR USE OF THE DEVELOPER PORTAL

You are responsible for all activities that occur under usage of your Credentials, regardless whether undertaken by you or someone else. You are obliged to comply with all legal requirements and refrain from creating content that is unlawful or otherwise objectionable, or any content that may be construed as such.

USAGE RIGHTS

The Public Bank Open API Hub is the property of the Bank and is protected by applicable intellectual property laws.

The Bank grants you, upon successful registration, a limited, non-exclusive, non-transferable, revocable and non-sub licensable right to use the Public Bank Open API Hub for the term of your registration to the extent necessary and for the sole purpose of participating in the Public Bank Open API Hub in accordance with, and within the scope of, these Terms and Conditions.

You grant to the Bank and the registered users of the Public Bank Open API Hub the right of use of the object code, program, resources or other content that you upload, publish or request for the Bank to include in the Public Bank Open API Hub.

Notwithstanding the above, you fully understand that the Bank may not be able to remove the content that you have uploaded, published or request for the Bank to include in the Public Bank Open API Hub unless for security reason or reason caused by regulatory requirement as the content may be in use and removal of the content may adversely affect services or products leveraging on the content. You further permit the Bank to deprecate, to copy or to generate a new version of the content to address any security concerns or to conform to the applicable law, regulation and guideline.

You warrant that you have the intellectual property rights in any content uploaded to, or programmed on, the Public Bank Open API Hub you and that such content does not violate or infringe the intellectual property rights of any third party. You remain solely responsible for any such content, and the Bank disclaims any and all liability for such content.

You shall indemnify and hold the Bank harmless from any costs or damages suffered as a result of a third party bringing or threatening any claim or action on the grounds that such content or any other material provided or used by you in connection with the Public Bank Open API Hub infringes the intellectual property rights or other rights of any third party.

If the Bank is interested in the content that you have created on the Public Bank Open API Hub, the Bank may contact you in its discretion and may suggest additional provisions for further evaluation of your content.

INFORMATION AND CONFIDENTIALITY

The information provided on the Public Bank Open API Hub or in connection therewith shall not constitute any investment, legal or tax advice. Any opinions are subject to change without notice. Opinions expressed may differ from estimates represented in other documents published by the Bank. Comments are provided for informational purposes only and are given without any obligation, contractual or otherwise.

No guarantee is offered as to the accuracy, completeness or appropriateness of the information or estimates relating to the Portal or in connection therewith.

If and insofar you gain knowledge of or receive confidential information in connection with the Public Bank Open API Hub, you must treat such information with strict confidentiality and you may not disclose the same to third parties.

“Confidential Information” here refers to all the Bank’s information and tools provided in the Public Bank Open API Hub or otherwise would be treated as confidential by any reasonable third party. For avoidance of doubt, confidential information includes data, information, processes, programs, procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, performance information and analysis, and any other information which gives the Bank opportunity to obtain competitive business advantage, or the disclosure of which could be detrimental to the Bank’s interests, or which is:

- (i) marked **“confidential,” “restricted,” “proprietary information,”** or other similar marking;
- (ii) known to be considered confidential and proprietary;
- (iii) received under circumstances reasonably interpreted as imposing an obligation of confidentiality; or
- (iv) confidential transaction data.

You agree 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.

TERMINATION OF YOUR REGISTRATION

The Bank may terminate your registration and access to the Public Bank Open API Hub at any time without prior notice. Upon termination, any rights which are granted to you under these Terms and Conditions will cease.

Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your account may be referred to appropriate law enforcement authorities.

NO WARRANTIES OR LIMITATION OF LIABILITY

The Public Bank Open API Hub and its content are provided “as is”, and use of the Public Bank Open API Hub is entirely at your own risk. The Bank disclaims all warranties and does in particular not provide any warranty in respect to the Public Bank Open API Hub as being error free, with respect to its availability or accuracy or for damage caused by third parties.

In the case your registration is terminated, the Bank shall not be held liable for any damages incurred due to the termination.

You agree to release, indemnify and hold the Bank and its affiliates and its employees, directors and agents harmless from any and all losses, damages, expenses, including reasonable legal fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Public Bank Open API Hub.

You expressly understand and agree that neither the Bank nor its directors, employees or agents or affiliates will be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data or other intangible losses, whether based on contract, tort, negligence, strict liability or otherwise, resulting from your participation and use of the Public Bank Open API Hub.

Notwithstanding the foregoing and to the extent permitted by law, the Bank’s total liability to you or any third party for all damages, losses, and causes of action, whether in contract, tort or otherwise under these terms shall not under any circumstances exceed Ringgit Malaysia three hundred only (RM 300-00).

COMPLIANCE WITH LAWS AND REGULATIONS

Your use of the Public Bank Open API Hub must not violate any applicable laws and regulations, including copyright or trademark laws or export control laws. You are responsible for making sure that your participation complies with all laws and regulations applicable to you.

MISCELLANEOUS

Should any provision of these Terms and Conditions be or become invalid, the validity of the Terms and Conditions as a whole shall remain unaffected. These Terms and Conditions are subject to prevailing Malaysian Law.

PRIVACY POLICY

By participating in the Public Bank Open API Hub, you agree and consent to your personal data being collected, processed and used by the Bank in accordance with the Bank's Privacy Notice.

In addition, and without prejudice to the terms in the Bank's Privacy Notice, you agree and consent to your personal data or information being collected, processed and used by the Bank for: -

- (a) any purpose of the Public Bank Open API Hub;
- (b) Other promotional, marketing and publicity notification/information including future promotional, marketing and publicity notification/information time to time from the Bank.

CONTACT THE BANK

You can contact the Bank on matters relating to the Public Bank Open API Hub via the feedback form provided in the Open API website or PB FinTech website or via email at the following address ***innovate@publicbank.com.my***.