# Annex 2
# Application Specifications for «Account & Payment Services for Offline Software»

to the bLink Platform Participation Contract

# A. Definitions

In the context of the "Account & Payment Services for Offline Software" application specifications ("**Application Specifications**"), the following definitions apply:

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| **Access Token /**<br><br>**Valid Access Token** | **"Access Token"** means a cryptographically secured token issued by the Service Provider through the platform to the Service User for the purpose of authorizing access to AIS or PSS data under these Application Specifications. The Access Token contains the necessary authorization attributes, including the permitted scope of access, the associated User and End Customer relationship, and the technical validity period defined in the applicable technical specifications.<br><br>**"Valid Access Token"** means an Access Token that (i) has been issued by the Service Provider in accordance with the applicable technical specifications and security requirements, (ii) has not expired, (iii) has not been invalidated by the User, End Customer, Service Provider or the platform, and (iv) is used within the permitted scope and purpose defined in these Application Specifications. |
| **API Service** | An API service represents the smallest unit of the application offered via an API for which an Application Agreement is concluded. |
| **Application** | An Application is a service that a Service Provider makes available to the Service User via one or more API services via the bLink Marketplace. The contractual conditions of the Application are defined in the respective application specification, which becomes the Application Agreement if the data exchange is successful. |
| **Application Agreement** | Agreement between the Service Provider and the Service User, which is concluded when the Service Provider answers the call on the platform in accordance with the application specification (details in the *bLink Platform Participation Contract*, section 6.2 N 44 et seq.). |
| **Call** | A "Call" means any request triggered by the Service User or by the platform on behalf of the Service User that, in accordance with the respective application specifications, is intended to initiate or perform an Application Agreement.<br><br>For Offline Software, which serves of accessing AIS or PSS data a Call specifically includes:<br><br>(i) the Token Request initiated by the Valid Instance through the platform for the purpose of accessing AIS or PSS data, and<br><br>(ii) (ii) any other platform initiated signals that functionally replace a direct API call from a Valid Instance in the technical flow and is designated in the technical specifications as legally equivalent to such Token Request.<br><br>For the avoidance of doubt, a Call in the Offline Software setup constitutes the legal trigger for contract formation only and does not by itself constitute performance of the service.<br><br>A Call does not include purely technical Handshake Calls, unless expressly treated as a Call under section D. |

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| **Instance Credentials**<br><br>**Valid Instance Credentials** | "Instance Credentials" means credentials issued by the bLink Platform for the sole purpose of identifying a specific instance of the Service User's software.<br><br>"Valid Instance Credentials" means Instance Credentials that are active, not expired, not revoked and used in accordance with the applicable technical specifications.<br><br>For the avoidance of doubt, Instance Credentials serve exclusively for technical instance identification vis-à-vis the bLink Platform. They do not grant access to banking data on their own and do not replace any bank-side consent, customer authentication or authorization requirement. |
| **End Customer** | The End Customer is a customer of the Service Provider and account holder or security account holder. |
| **Instance /**<br><br>**Valid Instance** | An Instance is a specific installation of the Service User's software used by the User. A Valid Instance is an instance with Valid Instance Credentials. |
| **Financial Institutions** | Institutions that are subject to the Financial Institutions Act (FinIA). |
| **Financial Service Providers** | Service Providers in the financial sector that are not subject to the Financial Institutions Act (FinIA). |
| **Offline Software** | An Offline Software is defined as a software licensed by the Service User, but installed locally at the User's device, i.e. processing and storing of User data is locally at the User's device.<br><br>For the avoidance of doubt, the third-party software provider is not involved in the operational processing of data and does not have runtime access to the Offline Software once deployed at the User.<br><br>The Service User remains fully responsible vis-à-vis SIX and the Service Provider for any acts, omissions, processing operations and security of each deployed Offline Software instance, irrespective of the fact that such instance is installed and operated locally on the User's device. |
| **Offline Software Call Logic** | "Offline Software Call Logic" refers to the special rules applicable to Calls and Call Responses where the Service User uses Offline Software, as set out in section D of these Application Specifications. |
| **Participant** | The participant is the contractual partner of SIX in the *bLink Platform Participation Contract*. The participant assumes the role of either Service Provider or Service User in the Application Agreement. |
| **Participation Contract** | With a positive decision on admission to the platform and at least one of the desired applications, the *bLink Platform Participation Contract* comes into effect with the legally valid signing of the participation conditions. |
| **Response / Call Response** | "Response" or "Call Response" means any action by the Service Provider that, according to the applicable technical specifications, constitutes the answer to a Call.<br><br>For Offline Software, the provision of a Valid Access Token is deemed the Call Response within the meaning of section 6.2 paragraph 1 of the bLink<br><br>Platform Participation Contract solely for the purpose of determining when the Application Agreement is formed. |

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| | The issuance of a Valid Access Token does not by itself constitute full performance of the underlying AIS or PSS service. |
| **Service Provider** | Party that provides the API service. |
| **Service User** | Party that obtains the API service. |
| **Software Application** | Software Application is a software solution provided by the Service User that has been developed for the use of services by the User. |
| **User** | The user is the person identified as part of the consent-management process. The User acts either on their own behalf as an End Customer or as a representative of an End Customer (such as an employee of an external asset manager). |
| **User-based Service** | Software application in which the use of data (e.g. AIS and PSS) represents the core of the service accepted by the User. |

*The term "customer" is used in the "bLink Platform Participation Contract". In the context of the "Account & Payment Service for Offline Software" application, it makes sense to differentiate between "End Customer" or "User" at certain points from the perspective of the Service User and the Service Provider. "Customer" is used as a generic term covering both "End Customer" and "User."*

# B. Description

The API Services of the "Account & Payment Services for Offline Software" application ("application") are intended to serve the provision and development of user-based services, particularly in the area of financial services, and to enable the service user to receive information via the platform from a financial institution or a financial service provider as a service provider (cf. lit. E.1) or to transmit orders to them (cf. lit. E.2). The information retrieved for the API Service must fulfill the respective admission criteria (cf. lit. C). The application provides the following services to the participants as described in detail in lit. E, optionally on the basis of separate application agreements, as follows:

***Application Agreement for account information ("AIS")***
This Application Agreement enables the user to obtain information about accounts of the end customer via the service user.

***Application Agreement for payment submission ("PSS")***
This Application Agreement enables the user to submit payment instructions via the service user for the purpose of later release.

**Specific Rule for Offline Software – Token Handling**

To enable secure data access for Offline Software to AIS or PSS data relating to an End Customer, the Service Provider may issue a short-lived Access Token in accordance with the applicable technical specifications.

**Key requirements:**

- token validity max. 12 minutes;
- issuance, transmission, storage, processing and revocation are governed by the technical specifications;
- the Service User must ensure that each Valid Instance stores and processes the Access Token exclusively in accordance with applicable security requirements;
- each Offline Software instance must be uniquely identifiable through Valid Instance Credentials;
- Registration, lifecycle management and revocation of such credentials are handled within the existing bLink admission and credential management framework.
- Service User must comply with the latest published application technical specifications issued by SIX for the implementation of required components in their Software.

For the avoidance of doubt, expiry or invalidation of an Access Token prevents further access but does not in itself affect the existence of the Application Agreement already formed.

# C. Special Admission Criteria

In order to be admitted as a participant for the application, the following requirements must be continuously fulfilled, depending on the role and purpose limitation applied for.

**Service user**

- General admission criteria in accordance with **Annex 1, Admission criteria for bLink Platform Participation Contract**
- “High” security level in accordance with **Annex 1, Admission criteria for bLink Platform Participation Contract,** considering the “**Simplified Admission Framework for Offline Software”** below**.**
- Purpose limitation ZW-1 and/or ZW-2 according to **Table 1: Purpose limitation for service user**

**Service provider**

- General admission criteria in accordance with **Annex 1, Admission Criteria for bLink Platform Participation Contract**
- “High” security level in accordance with **Annex 1, Admission criteria for bLink Platform Participation Contract**
- Purpose limitation ZW-3 and/or ZW-4 according to **Table 2: Purpose limitation for service provider**

**Simplified Admission Framework for Offline Software**

Due to the specific contextualization required for Offline Software, only the following *Security Criteria in the Submitted Role* from Annex 1 section 5 applies:

**C02 / F06 / M06**

The Service User must delete or revoke all Valid Instance Credentials associated with a User instance within 24 hours after the User terminates the Service User's service.

**P02 / F20 / M17**

The SU has an incident management process to ensure that incidents and security incidents can be managed over the entire life cycle. - The SU has a documented and implemented SIEM process that also allows incidents to be reported to SIX. Generally, there is a process for notifying the parties involved (i.e. SIX, customers, relevant authorities) immediately that the confidentiality of account information has been breached in their area of responsibility (pursuant to article 92 of PSD2). - There is a contact point (including name and e-mail) for customers in cases of fraud, technical problems and receivables management and details of the contact point have been announced.

**P03 / F21 / M18**

The SU has a current, adequate change management process that, taking account of the separation of functions, approval and test process as part of change management, guarantees prompt, qualitatively appropriate introduction or updating of the APIs.

To the extent this Simplified Admission Framework contains a specific and express deviation for Offline Software, such deviation shall prevail solely for the purpose expressly stated herein.

For the specific Offline Software setup, compliance with the following Security Criteria in the submitted role shall be deemed sufficient for the purpose of the initial application-specific admission assessment, without prejudice to any other overarching obligations of the participant under Annex 1 and the bLink Platform Participation Contract that remain applicable to the extent relevant.

| ID | Service User Data Usage | | Requirements |
|---|---|---|---|
| ZW-1 | **Use of data on behalf of the user** | The service user offers the user a software application in which the use of data (AIS and/or PSS) represents the core of the service accepted by the user (“**user-based service**”), in particular:<br>• Aggregated presentation of cash positions and transmission of payment orders<br>• Provision of other user-based services such as credit scoring, invoice reconciliation, liquidity analysis and loyalty programs | The service user must present the use of data as the core of the service. |
| ZW-2 | **Use of data exclusively for own purposes** | The service user uses their own data (AIS and/or PSS) exclusively for a service for its own purpose, which essentially consists of the use of data (“**user-based service**”). | The service user must present the use of the data for its own purposes as the core of the service. |

Table 1: Purpose limitation for service user

| ID | Data provision by Service Provider | | Requirements |
|---|---|---|---|
| ZW-3 | **Account management by financial institution** | The service provider is a financial institution that manages account information from its contractual end customers and makes data from these accounts available to the service user as part of the Application Agreement. | Comparison and reconciliation of the business model with the objective of maintaining accounts for end customers as a financial institution qualified for this. |
| ZW-4 | **Account management by financial service provider** | The service provider is a financial service provider that manages account information from its contractual end customers and makes data from these accounts available to the service user as part of the Application Agreement. | Comparison and reconciliation of the business model with the objective of maintaining accounts for end customers as a financial services provider qualified for this. |

Table 2: Purpose limitation for service provider

# D. Call Logic for Offline Software

### 1. Purpose and Scope

Where the Service User uses Offline Software, the triggering and answering of Calls does not occur through a centrally hosted service of the Service User. Instead, the platform and the Service Provider must support the Call process through the token-based access mechanism.

The following provisions specify how section 6.2 paragraph 1 of the bLink Platform Participation Contract applies in the Offline Software setup and, to the extent expressly stated herein, prevail over the general rule for the limited purpose of determining the legal trigger for contract formation.

### 2. Token request as Call

The token request initiated by the Valid Instance through the platform for accessing AIS or PSS constitutes a Call within the meaning of these Application Specifications. The token request serves as the legal trigger for the potential conclusion of an Application Agreement between Service User and Service Provider.

### 3. Provision of token as Call Response

The provision of a Valid Access Token by the Service Provider is deemed the Call Response within the meaning of Section 6.2 paragraph 1 of the bLink Platform Participation Contract for the sole purpose of establishing when the corresponding Application Agreement between Service Provider and Service User is formed.

The underlying AIS or PSS service is performed only upon the successful retrieval of the requested AIS data or the successful submission of the relevant PSS instruction in accordance with the applicable technical specifications.

### 4. Exclusion of Handshake Calls

Purely technical Handshake Calls do not constitute Calls, unless expressly designated as token-relevant initialization steps in the technical specifications for Offline Software.

### 5. Rights of the End Customer

Nothing in this section affects the End Customer's rights, including the right to withdraw consent or manage authorizations through the platform.

# E. Application Agreement Content

### *1. Application Agreement for Account Information*

The *Application Agreement for Account Information*, which takes effect between the service user and the service provider as part of the application, contains the following regulations:

**a) Service to Be Provided.** Upon each Call of the service user through the platform (excluding handshake calls [1]), the service user requests the service provider:

a. to issue, where the applicable requirements are met, a Valid Access Token in accordance with the technical specifications; and

b. upon valid use of such Access Token, to deliver without undue delay the information required under the Application Agreement for Account Information relating to the End Customer's relevant account to the platform interface managed by the service provider with SIX,

in each case subject to the applicable technical specifications, without prejudice to a possible withdrawal or revocation of the underlying authorization granted by the User or End Customer.

Remuneration is owed only for a Call Response that results in a chargeable service under the service provider's valid price list communicated in accordance with the bLink Platform Participation Contract.

**b) Use Restrictions.** The service user guarantees to the service provider and SIX that they will use the service calls (except handshake calls) only for the following purposes of the service provider's and user's common customer:

Import of the account information into the user's software application, which the service user operates directly for the user or has licensed directly to the user and for which the service user procures and uses the account information as a user-based service. An evaluation of this account information for own and/or third-party purposes shall only be permitted with the consent of the user. The service user is not permitted to transfer account information to other service providers.

The service user also has the option of using their own data for their own purposes within the scope of the application.

### *2. Application Agreement for Payment Submission*

The *Application Agreement for Payment Submission*, which takes effect between the service user and the service provider as part of the application, contains the following regulations:

**a) Service to Be Provided.** Upon each Call of the service user through the platform (excluding handshake calls[2]), the service user requests the service provider:

a. to issue, where the applicable requirements are met, a Valid Access Token in accordance with the technical specifications; and

[1] Handshake calls are calls that are neither a request nor a response call but "technical calls."
[2] Handshake calls are calls that are neither a request nor a response call but "technical calls."

b. upon valid use of such Access Token, to accept the relevant payment instruction on behalf of the indicated End Customer for the specified account on the platform interface managed by the Service Provider with SIX, it being understood that execution shall only occur after the End Customer has separately released the order directly with the Service Provider, or, as applicable, to provide the requested associated information,

in each case subject to the applicable technical specifications and any withdrawal or revocation of the underlying authorization.

Remuneration is owed only for a Call Response that results in a chargeable service under the Service Provider’s valid price list communicated in accordance with the bLink Platform Participation Contract.

**b)** **Use Restrictions.** The service user guarantees to the service provider and SIX that it will use the service and the data obtained therefrom solely for the purposes permitted under the applicable purpose limitation and for the benefit of the relevant User or End Customer.

Where the service user provides Offline Software licensed directly to the User, the service user remains responsible for ensuring that the locally installed software, and any processing performed through it, complies with the purpose limitation, confidentiality requirements and applicable data protection law.

The service user shall not transfer account information to other service providers unless expressly permitted by the applicable Application Specifications or by the valid consent of the User or End Customer and to the extent legally permissible.

# F. Miscellaneous

The following provisions supplement the regulations in lit. E for the "Account & Payment Services Offline" application.

1. **Data Security.** The service user shall guarantee to the service provider and SIX, that he implements and maintains up-to-date security standards in its systems processes and Offline Software architecture to protect Instance Credentials, Access Tokens and any customer-related data throughout the lifecycle of the Application Agreement.

   In particular, Instance Credentials and Access Tokens must be stored and processed only in accordance with the applicable admission criteria and technical specifications and must never be stored in plaintext or written to logs, dumps or backups.

   Where data is processed locally within Offline Software on the User's device, the Service User remains responsible for implementing appropriate measures to prevent unauthorized access, extraction, onward transmission or misuse, to the extent within its sphere of control.

2. **Due Diligence.** The parties shall exercise due diligence in performing their duties.

3. **Liability and Indemnification.** Unless expressly provided otherwise in these Application Specifications, liability between the Service User and the Service Provider shall be governed by the liability regime of the bLink Platform Participation Contract.

   For the avoidance of doubt, nothing in these Application Specifications shall be construed as limiting any direct rights of SIX or of other participants that arise under the bLink Platform Participation Contract.

   The Service User shall indemnify and hold harmless the Service Provider and SIX against third-party claims to the extent caused by a culpable breach by the Service User of the purpose limitation, data protection obligations, confidentiality obligations or the specific security obligations applicable to Offline Software under these Application Specifications.

4. **Compliance with Laws.** Each party shall comply with applicable laws in their field (including the provisions on money laundering, combating terrorism financing, fraud and applicable export and sanctions provisions). Moreover, each party in their field shall refrain from and implement appropriate measures to prevent, combat and monitor any form of corruption, money laundering, terrorism financing, fraud, tax evasion in relation to or by means of the platform, circumvention of export and sanctions provisions, child labor and violation of human rights. Failure to comply with the above shall constitute an important reason to terminate the Application Agreement without notice.

5. **Confidentiality and Data Protection.** No party shall disclose any matters designated as confidential or of a confidential nature which it learns from the other party in the course of the Application Agreement and shall only use it for the purposes of the Application Agreement, unless otherwise permitted by the other party or by law.

   Each party shall comply with applicable data protection law within its own sphere of responsibility and shall reasonably support the other party where necessary for compliance.

   Where data is processed locally within Offline Software, the Service User remains solely responsible for ensuring that the processing environment under its control is configured and maintained in a manner compliant with applicable data protection and confidentiality requirements.

6. **Governing Law and Place of Jurisdiction.** Swiss substantive law shall apply under the exclusion of private international law and the Vienna Convention. The exclusive place of jurisdiction shall be Zurich, if claims are asserted by SIX.

7. **Pricing** for the Account & Payment Services for Offline Software application shall be governed by the pricing rules applicable to the corresponding Account & Payment Services application under Annex 4, provided that chargeable events and any exclusions for technical or non-chargeable calls are determined in accordance with these Application Specifications and the applicable technical specifications.

In all other respects, the conclusion, subject matter and termination of the Application Agreement shall be governed by the provisions of the Participation Contract, with the subject matter governed by sections 49, 55–57 and 87.

# Legally Valid Signature

The participant confirms the correctness and completeness of the information provided in this document with a legally valid signature.

Electronic signatures inserted via DocuSign are equivalent to the written form and are considered formally valid.

**Participant**

Place, Date

| | |
|---|---|
| Name | Name |
| Title | Title |
| Signature | Signature |

# Contact information

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