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# Previous Versions

Last updated: March 15, 2022

Date/ Version: 11<sup>th</sup> February 2022 / Version 1.0

## **NCS APP: Nolan Bank Feeds**

These App Specific Terms and Conditions are those referred to in the NCS APP STANDARD TERMS AND CONDITIONS as found [here](#) (Terms and Conditions).

Definitions used in the Terms and Conditions apply in these App Specific Terms and Conditions.

These App Specific Terms and Conditions are supplemental to the Terms and Conditions. Where there is a conflict of interpretation between Terms and Conditions and these App Specific Terms and Conditions, these App Specific Terms and Conditions shall take priority

**Description of the NCS App:** Provides bank statement transaction level feeds from designated bank accounts (**Accounts**) using your Credentials (as defined below) into your ERP system.

## **Compliant with ERP Systems/ Minimum Requirements:**

ERP System	Minimum Requirements as at date of version
Microsoft Dynamics Business Central	2021 release wave 2

**Links:** The Links required are to connect Accounts to Your ERP system. Links are provided through a variety of methods dependent on the bank. This could be via SFTP, direct API or via an aggregator such as Yodlee (Third Party Processors).

### **Additional Terms of Use for Links:**

1. You provide log-in credentials ("**Credentials**") to your Accounts at Your own risk.
2. Your provision of Credentials is required in order for the Links to be made and the functionality of this NCS APP to work. If you do not wish us or a Third Party Processor to use these Credentials do not provide the Credentials but in doing so the NCS APP will no longer work for You. We shall cease to, and We shall procure that Third Party Processors will cease to use the Credentials immediately on termination of the Subscription. If you do not provide Credentials or You wish to cancel use of the Credentials at any time, this shall be deemed to be a Cancellation Notice.
3. By using the NCS APP You agree that the data sources that maintain Your Accounts and any Third Party Processor that interacts with your Credentials or Account data in connection with the service facilitated by this NCS APP are not liable for any loss, theft, compromise, or misuse whatsoever in connection with these services (including negligence), except to the extent such liability cannot be limited under applicable law.
4. Neither We nor the Data sources make any warranties of any kind related to the data provided by these services--whether express, implied, statutory, or otherwise. Except for PDFs of official account documents we retrieve on your behalf and provide to you without alteration, no data provided by these services is an official record of any of Your Accounts.
5. Third Party Processor – Yodlee: Where Yodlee provides the Account Links: These services are connected by [Envestnet | Yodlee](#). When you request data from a source (i.e. Account) connected to the NCS APP, Yodlee collects that data and provides it to Us. Yodlee acts on our behalf in this process, which means we share your data and Credentials with Yodlee as one of our service providers. For more information on how Yodlee collects, uses, stores, and

handles your data, please see Envestnet | Yodlee's Commitment to its Clients and their Users ([www.yodlee.com/clients-consumers](http://www.yodlee.com/clients-consumers)). If there is any inconsistency between Yodlee's Commitment and the NCS Privacy Notice regarding Yodlee's activities, then Yodlee's Commitment is correct.

**Subscription Fee:** For this NCS App the Subscription Fee comprises of a monthly (a) base fee to use the NCS APP (like a licence fee) and (b) an amount per Account to which You wish to apply the NCS App from time to time.

The initial Subscription Fee is as shown in your Order. Any element of the Subscription Fee is subject to increase as provided by the Terms and Conditions.

The Subscription Fee is based on 50,000 Transactions per month. Use in excess of this will incur additional charges as per current price list.

**Transactions are:** An individual bank statement line which has been downloaded by the NCS APP. The total number of Transactions per month is the sum of all bank Account Transactions.

#### **[Variations to: Personally Identifiable Data: details of processing**

**Controller:** You

**Processor:** Us

**Nature, purpose and subject matter of processing:** We will process Customer Data contained within the Content as necessary to provide the features of the NCS App that are hosted on Our cloud environment.

**Duration of processing:** the Subscription Period plus 90 days OR if for a Trial, the Trial Period plus 90 days

**Categories of data:** You are solely responsible for determining what Customer Data is contained in the Content. Any categories of Personally Identifiable Data could be included.

**Data subjects:** You are solely responsible for determining what Customer Data is contained in the Content. Any categories of data subjects could be included.]

## **Third Party Processors (clause 15 Terms and Conditions)**

**Microsoft Azure**

**Yodlee Inc**

**Send Grid**

**Stripe**

**Oracle NetSuite**

### **Further Requirements:**

If connecting via SFTP You must Provide the SFTP site and You must arrange for it to be populated with bank statements via your bank. Nolan are not responsible for this or any of the associated costs.

You will need to provide appropriate licencing and access to Your ERP system. This is not included in this agreement.

**END**