



Terms of Use and Disclaimers

Acceptance of Terms

Please read these Terms of Use carefully.

PSP Connect is provided by the Bank of Canada (the “Bank”) in connection with its responsibilities under the [Retail Payment Activities Act](#) (“RPAA”). If you do not agree with these Terms of Use or the statements found on PSP Connect, or any part of them, please do not use PSP Connect.

Your use of PSP Connect, whether as an initial applicant or a registered Payment Service Provider (in this statement, each referred to as a “PSP”), means your agreement to accept these Terms of Use, including the Disclaimers made in this statement, and the Bank’s use of digital markers, including cookies, on PSP Connect.

With respect to an application to register as a PSP, checking the acceptance box on the “Create an administrator user profile for your organization” page on PSP Connect constitutes:

- Agreement to accept these Terms of Use and Disclaimers.
- Acknowledgement that:
 - The submission of an application does not constitute acceptance of the application to register as a PSP.
 - An applicant is bound by these Terms of Use only to the extent that they apply.
 - The Bank may collect, use and disclose personal information as indicated in PSP Connect’s Privacy Statement.
 - A PSP’s obligations and activities in using PSP Connect, as well as those individuals authorized to use PSP Connect, is governed by applicable legislation, including the [Retail Payment Activities Regulations](#).
 - The Bank’s procedures ([Governor’s review - Bank of Canada](#)) apply to Governor’s Reviews.

The Bank reserves the right to modify PSP Connect and/or these Terms of Use, in whole or in part, at any time without prior notice. Continued use of PSP Connect following any such modification constitutes agreement to accept such changes.

Use of PSP Connect

With respect to a PSP’s use of PSP Connect, each PSP agrees to:

- Be solely responsible for ensuring that access to and use of PSP Connect and any service provided through it, including through passwords, credentials or tokens issued or otherwise made available to users, is restricted to users authorized by the PSP.
- Provide accurate, complete and relevant information for registration, administration or enforcement purposes, whether in the initial application or as may be further requested by the Bank.



- Submit any changes or corrections in the information previously provided to the Bank, indicating what information has changed or is being corrected and when the change(s) took effect.

Authorized Users of PSP Connect

A PSP may allow any individual, including an employee or third-party contractor/service provider, (“Authorized User”) to access PSP Connect, provided that:

- (i) The PSP authorizes the individual to act as an Authorized User.
- (ii) The individual registers through PSP Connect.
- (iii) When registering, the individual agrees to be bound by the PSP Connect Terms of Use as applicable.

A PSP may have more than one Authorized User. If an individual ceases to be an Authorized User, the PSP must deactivate that Authorized User’s account.

The PSP accepts full responsibility for an Authorized User’s act or omission to the extent the PSP would be liable if it were the PSP’s act or omission. Anything an Authorized User does, or fails to do, even if they act in a manner that the PSP did not intend or agree with, may be considered by the Bank as the PSP’s act or omission.

The Bank reserves the right to restrict an Authorized User, in whole or in part, from accessing PSP Connect for any reason.

Transition Period

With respect to the transition period provided in the RPAA for PSPs to apply for registration with the Bank, the PSP acknowledges that:

- During this transition period, the Bank is prohibited from informing applicants as to the outcome or potential outcome of the application for registration except in circumstances where the Minister of Finance issues a directive to the Bank to refuse to register an applicant.
- Decisions made by the Bank concerning registration as a PSP under the RPAA will be published after the transition period ends.

Intellectual Property

Unless otherwise stated, all rights, title and interests in the contents of the material available on or through PSP Connect, including any text, graphics, videos, images and other materials, in past, present, and future versions (the “Content”) are owned by the Bank. Except as expressly provided in these Terms of Use, use of PSP Connect and/or any Content does not grant or transfer to a PSP or any Authorized User any ownership, license or rights in such Content.

The Bank permits each PSP and Authorized User to freely use, copy, distribute and transmit the Content under the following terms:

- Should any Content be used, such use must be attributed to the Bank as the source of the Content, but not in any way that suggests that the Bank endorses the use of such Content by a PSP or an Authorized User.



- Where Content is provided or otherwise made available through paid services or incorporated in any documents for sale (regardless of the medium), notice must be provided to any prospective purchaser, prior to its distribution or sale, that said Content was obtained from PSP Connect and that such information is available on PSP Connect free of charge.
- To the extent that any part of the Content is owned by third parties, the owners of such content retain all rights in such material. Such Content is used by the Bank with the permission of the Content's owner and may be subject to specific terms and conditions.
- Re-use of third-party content is prohibited, unless the Bank or the third-party expressly authorizes such use.
- The Bank's logo and wordmark may not be reproduced, whether for personal, commercial or non-commercial purposes, without written authorization from the Bank. Permission to use the Bank's logo or wordmark may be obtained by submitting a request in writing by email. Please address any request to website@bankofcanada.ca.

Use of Third-Party Service Providers

Payments. The Bank may use a third-party service provider to facilitate payment of fees associated with the registration of a PSP. The Bank does not control and is not responsible for such third-party services. Each PSP using PSP Connect agrees that the Bank may access or use any third-party service to facilitate payment of fees, and that the PSP is solely responsible for complying with the terms of access and use of such third-party services.

Self-Assessment Questionnaire. The Bank may use a third-party service provider to facilitate completion of a Self-Assessment Questionnaire. The PSP agrees that the Bank may access or use any third-party service for survey or questionnaire purposes, and that the PSP and each Authorized User are solely responsible for complying with the terms of access and use of such third-party services.

Data Residency. The Bank will use a third-party service provider to provide identity and authentication services to facilitate access to PSP Connect. Such services may involve the storage of an Authorized User's email address and other contact information (e.g., phone number) outside of Canada. To the extent that such information constitutes personal information, each Authorized User acknowledges and agrees that the Bank may store such information in or access such information from a location outside of Canada.

Privacy Statement

Personal information collected by the Bank is protected under the *Privacy Act*. For further information, please refer to the [PSP Connect Privacy Statement](#).

Disclaimers

While every effort is made to ensure that PSP Connect, the Content, and services provided through PSP Connect, and any information displayed, including information about potential or actual third party service providers, is up to date and accurate, the Bank accepts no responsibility or liability for the accuracy or completeness of Content or for any loss which may arise from reliance on information contained on PSP Connect.



Each PSP and Authorized User acknowledges that use of PSP Connect, including the submission of PSP-related information and status of registration, is at the sole and own risk of each Authorized User. Under no circumstances shall the Bank, its employees, directors, officers, agents, vendors or licensors involved in creating, producing or delivering PSP Connect, any service provided through PSP Connect or the Content found on PSP Connect, be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from: (a) the use of any server providing services, any email communication, or any Content on PSP Connect; (b) any links provided on or through PSP Connect; (c) any errors in, or omissions from, information found on PSP Connect; (d) the unavailability or delay of any such information; or (e) the use of the information found on PSP Connect or any conclusions drawn from such information, regardless of whether any assistance was received from the Bank or its employees with regard to such information. Under no circumstances is the Bank liable to a PSP, or an Authorized User for any amount.

Without limiting the foregoing, the Bank provides no warranty, express or implied, as to the accuracy, timeliness, completeness, merchantability, fitness for any particular purpose, title, quality or non-infringement of any service or information contained on PSP Connect in any form or manner whatsoever.

The Bank accepts no responsibility or liability for the content of, or service provided by, any external site which (a) links to PSP Connect or (b) provides a service in connection with the use of PSP Connect.

Questions

Questions about PSP Connect may be directed to rps-compliance@bank-banque-canada.ca. The Bank will either answer your question or direct you to the appropriate department within the Bank for a response.