GENERAL TERMS AND CONDITIONS OF USE OF BRIDGE API SANDBOX BY THIRD-PARTY USERS

PREAMBLE

Perspecteev (hereinafter **the Company**), whose legal information is available here, publishes aggregation, information and payment initiation services on Payment Accounts and Other Assets called Bridge (hereinafter, the **Bridge Service**). The Bridge Service is an account information service (*service d'informations sur les comptes*) and a payment initiation service (*service d'inition d'opérations de paiement*) within the meaning of the EU Directive of 25 November 2015 on payment services and Articles L. 133-40 and L.133-41 of the French Monetary and Financial Code (*Code monétaire et financier*). The Company is as such authorized as a payment institution by the *Autorité de Contrôle Prudentiel et de Résolution* under number 16918P, which can be verified on the www.regafi.fr website. In order to provide the Bridge Service, the Company has published a programming interface called **Bridge API**, which it makes available to Third-party Users to enable them to provide the Bridge Service to their own customers.

You, *i.e.* the Third-party User, provide services to your own customers (which use one or more solutions provided by the Third-party User) and would like to be able to invite them to sign up for the Bridge Service.

Prior to the provision of Bridge API to You and Bridge to your own customers, the Company is willing to grant You access to the Bridge API SandBox on your request, so that you can conduct Bridge API's integration and compliance verification tests that you deem necessary prior to a possible commercial subscription to the Bridge API service.

The Company allows this access subject to your unreserved acceptance of these GTCU being specified that if You choose to access the SandBox Bridge API prior to the availability of Bridge API, You recognise and accept that such access is granted as is, without any guarantee or contractual commitment of any means or result.

In practice, as soon as one of your customers accepts the Bridge Service general contract terms and conditions (hereinafter, the "**GCTC**"), it becomes a User and appoints You as Third-party User, so that the latter may act accordingly.

1   DEFINITIONS

The capitalised terms and expressions used herein, whether in the singular or the plural, have the meaning attributed to them below, unless it is clear from the context or a specific provision that the relevant meaning does not apply to the relevant provision.

"Account Servicing Payment Service Providers"	Means the payment service providers authorized in a European Union Member State and the United Kingdom, which issue Authentication Data that must be used to access Payment Accounts and potentially Other Assets online.
"ACPR"	Means the *Autorité de Contrôle Prudentiel et de Résolution* (ACPR), *i.e.* the French banking and insurance regulator, which is backed by the *Banque de France* and is responsible for authorizing and regulating banks, insurance companies and their intermediaries, in the interests of their customers, and for maintaining a stable financial system (https://acpr.banque-france.fr/).
"Authentication Data"	Means an identifier and a password – potentially associated with a strong authentication protocol – issued by a Service Provider, which must be used to access information concerning a Payment Account and/or Other Assets, as defined by the Service Provider, and which Users must enter on their personal Bridge web page.
"Authorized Persons"	Means the individuals appointed by a Third-party User to access the Platform.
"Bridge API"	Means the application programming interface (*i.e.* a standard set of classes, methods or functions) published by the Company and made available to Third-party Users to enable them to invite Users to sign up for the Bridge Service. Bridge API serves as an interface through which the Platform provides IT Services to a Third-party User's information systems in accordance with the terms and conditions agreed between the Parties.

"Bridge API SandBox"	Means the Bridge API test application programming interface, made available to the Third Party User.
"Connectors"	Means the technologies used to connect to the Service Providers.
"Contract"	Means, collectively the GTCU and the technical documentation available at https://docs.bridgeapi.io/.
"GCTC"	Means the general contract terms and conditions in force between the Company and each User, and which apply to the Bridge Service (available here).
"GTCU"	Means the present general terms and conditions of use of Bridge API SandBox by Third-party Users.
"Data"	Means all the User's data which includes the data relating to the User's Payment Accounts and Other Assets, the data accessible from the interfaces provided by the Account Servicing Payment Service Provider, as well as the data defined below (Authentication Data, Personal Data).
"IT Services"	Means all the IT services associated with the Platform provided by the Company to Third-party Users, as described in clause 8 below.
"Other Assets"	Means all the financial assets, savings and banking products (including credit facilities) that Users can access online using Authentication Data issued by a Service Provider.
"Payment Account"	Means any account held by an Account Servicing Payment Service Provider, which corresponds to the definition set out in Article L. 314-1 II of the French Monetary and Financial Code.
"Personal Data"	Means all personal information concerning an individual User whose identity is or can be established, directly or indirectly, with reference to an identification number or to one or more details specific to that person.
"Platform"	Means all of the technical components used by the Company that are required in order to make Bridge API Sandbox available to Third-party Users.
"Service" or "Bridge Service"	Means (i) the aggregation and information service on Payment Accounts and Other Assets and/or (ii) payment initiation service provided by the Company (brand visible by the User) and offered to Users by Third-party Users.
"Service Providers"	Means (i) the Account Servicing Payment Service Providers and (ii) any other company that issues Authentication Data intended solely to be used to access Other Assets online.
"Solution"	Means Bridge API and the IT Services provided by the Company in accordance with these GTCU, as described in clause 8 below.
"Third-party User"	Means the role of Bridge API user expressly allocated to a Third-party User by one of its customers who signs up for the Bridge Service (thus becoming a User).
"Third-party User Account"	Means the web page made available by the Company to You, which You can use to manage those of your applications that are connected to Bridge API (https://bridgeapi.io/dashboard/signin).
"User"	Means an individual, holding the Authentication Data, who has entered into the GCTC with the Company and who has appointed a Third-party User to provide the services referred to herein, the User being responsible for having obtained the express agreement of the holder of the banking data.

2 PURPOSE

This Contract sets out the terms and conditions according to which the Company grants free access to You to the Bridge API Sandbox and the technical documentation available at https://docs.bridgeapi.io/.

This access allows You to perform Bridge API's integration and compliance verification tests that you believe are necessary prior to a possible commercial subscription to the Bridge API service.

3 EFFECTIVE DATE – DURATION OF THE FREE TRIAL

The Company grants You the free access to the Bridge API SandBox for a period of one month from the acceptance of these CTCU.

4 OVERVIEW OF IT SERVICES

4.1 Acces to the Sandbox

Access to the Bridge API Sandbox will be granted once You request it at https://bridgeapi.io/.

4.2 Recurrent IT Services

4.2.1 Accessing the Platform

You are fully responsible for setting access rights for the Platform, for managing the hardware and services that are necessary or useful in order to access the Platform and for designating Authorized Persons.

You agree to control access to the Platform and to revoke or modify access rights whenever the status of a member of your staff changes.

4.2.2 How Bridge API works

Bridge API Sandbox enables Authorized Persons designated by You to access information on Users' Payment Accounts and Other Assets, and upon request, to initiate payment.

You are responsible for connecting to Bridge API Sandbox all of your applications, systems and components which You consider necessary in order to provide the services You have agreed to provide to your customers, in accordance with applicable regulations.

Bridge API Sandbox will collect some or all of the following information on Payment Accounts and Other Assets from the Service Providers, via the Connectors:

- The name of the Service Provider;
- The name of the Payment Account or contract reference;
- The balance of the Payment Account or Other Assets;
- All transaction data (clean and raw), including the relevant amounts and dates;
- Relevant debit/credit information; and
- Any additional information available (allocation of assets, information on credit, investments, assets, etc.).

As Authentication Data may be considered sensitive payment data within the meaning of Article L. 133-4 of the French Monetary and Financial Code, it must never be used or processed by You, as all Authentication Data must be connected to Bridge API by the User.

Information on Payment Accounts and Other Assets is collected automatically, in accordance with the technical and/or operational terms and conditions specific to each Service Provider and invariably in accordance with applicable law and regulations (including regulatory technical standards).

You may, under your responsibility, supervise and manage the applications You connect to Bridge API via an interface made available to You via your Third-party User Account.

You acknowledge that the Company will not be responsible should a Connector not be available at all times, as the Connectors are the responsibility of the Service Providers, and that no warranty can be given in this respect under the Contract.

4.2.3 Security standards applicable to the Platform

In order to guarantee that the Services are extremely secure, the Company uses encryption algorithms that meet high standards and that have undergone extensive data security tests. the Company also regularly conducts security audits of its systems.

The Company therefore complies with applicable laws and regulations (including regulatory technical standards). It does its utmost to protect Users' information against unauthorized access and Data corruption.

Furthermore, to enable the Company to ensure that Authentication Data remains secure, the Parties have agreed that You will not hold or store Authentication Data under any circumstances.

The Parties agree that information collected from Service Providers will be made available via secure web services or communication interfaces that meet the requirements imposed by applicable regulations. This information will be available exclusively in encrypted form, via HTTPS.

In the event of a fault, flaw or any doubt as to the security of the servers or the Solution, the Party concerned shall inform the other Party thereof as soon as possible and the Parties agree to closely co-operate in order to resolve any security issue.

You warrant that you shall and agree to use your best efforts in order to, implement relevant security procedures in accordance with the highest standards in order to guarantee the integrity of information concerning Users' Payment Accounts and Other Assets and information requested by the Company.

4.2.4 Maintenance

The Company shall operate the Platform and monitor all technical tasks associated with the operation thereof.

It shall therefore implement the resources necessary to ensure that the Platform operates smoothly in accordance with these GTCU.

The Company cannot however guarantee the permanent availability of the Bridge API SandBox and any interruption of Informatic Service can occur at any time.

4.3 Suspension of access to the Solution

Without confering any right to compensation whatsoever, the Company reserves the right to suspend, restrict or deny access to Bridge API without delay, without cause, at any time.

5 USING BRIDGE API SANDBOX

5.1 Overview of Bridge API Sandbox

Bridge API Sandbox enables Third-party Users to access and summarize all information concerning the Payment Accounts and Other Assets of their customers (Users), after acceptance of the GCTC by them.

You must connect to Bridge API Sandbox all the applications, systems and hardware for which You are responsible and that are required in order to use the Solution, in accordance with such terms and conditions as will be provided to You by the Company.

The information collected by Bridge API Sandbox includes the following for each registered Payment Account:

- The name of the Service Provider;
- The name of the Payment Account or contract reference;
- The balance of the Payment Account or Other Assets;
- All transaction data (clean and raw), including the relevant amounts and dates;
- Relevant debit/credit information; and

- Any additional information available (allocation of assets, information on credit, details of investments, assets, etc.).

Bridge API Sandbox will make a flow of aggregated banking data available to You, which will be automatically updated based on the Payment Accounts and/or Other Assets registered by Users, on the understanding that You must use them as expressly requested by your User customer.

You acknowledge that You will not own the aggregated Data associated with Users' Payment Accounts and/or Other Assets and that You may only use the foregoing on a basis defined by the User. You acknowledge that any decision You take based on such Data will be unrelated to the Company's Bridge Service.

5.2 List of eligible banks and institutions

Payment Accounts and Other Assets will be consolidated and automatically synchronized solely for the Service Providers listed by the Company. An updated list of these eligible Service Providers can be obtained from Bridge API Sandbox.

6 FINANCIAL TERMS

Access to the Bridge API SandBox is granted by the Company to You for free.

You will reimburse the Company for reasonable fees and disbursements incurred by the Company as part of the implementation of the Contract. These costs will be subject to Your prior approval and reimbursements will be made upon presentation of receipts.

7 PARTIES' OBLIGATIONS IN RELATION TO IT SERVICES

7.1 The Company's Obligations

In granting access to the Bridge API Sandbox, the Company guarantees the security of Personal Data and Authentication Data in strict accordance with industry standards.

7.2 Your Obligations

You undertakes to use the Bridge API SandBox in a reasonable manner and only for the purpose of carrying out the appropriate tests, in doing so You undertakes to prevent any abusive behavior, abnormall, excessive, illegal and/or any use that could impact the performance of the systems.

You agree to actively and regularly work together with the Company throughout the term of the Contract to ensure that the Company is able to successfully provide the IT Services, particularly by providing all the information which the Company deems necessary in order to perform the Contract.

You also agree to promptly inform the Company of any event concerning the Solution of which You become aware and that is liable to affect the performance and security of the IT Services.
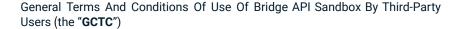
Given the purpose of this Contract, the use of the Bridge API SandBox may have no other purpose than to carry out tests and no commercial use under this Contract is permitted, what You expressly agree unreservedly.

8 PERSONAL DATA

The Parties agree to comply with all of the laws and regulations applicable to the protection of Personal Data for the processing for which it is responsible.

In particular, the Parties acknowledge that:

- The Company is responsible for the Personal Data processing operations carried out in connection with the Contract; in this respect, the Company makes available to the Third-party User, in accordance with applicable regulations, an information statement relating to the processing carried out under the use of the Bridge API SandBox here ;

- You are responsible for the Personal Data processing operations carried out as part of the service You provide to Users. You acknowledge that You are responsible in particular for the processing of information on Payment Accounts and Other Assets for the purposes of the service You provide to Users.

Each Party agrees to notify the other Party of any security breach that directly or indirectly affects the Solution and the Bridge Service, particularly on the processing of Personal Data, and of any complaint it receives from any individual affected by the processing operations carried out under this Contract.

This notice must be given as soon as possible and within forty-eight (48) hours of discovery of the security breach or following receipt of a complaint.

Each Party must comply with the regulations applicable to the protection of Personal Data in relation to the processing operations for which it is responsible.

9 ILLEGAL CONTENT

You agree not to use Bridge API Sandbox and more generally Bridge API and/or the Bridge Service other than for its intended purpose, including by accessing Data You have no right to access, illegally downloading Data, downloading Data in breach of the rights of third parties or using Bridge API Sandbox and more generally Bridge API and/or the Bridge Service for unlawful purposes, on the understanding that this list is not exhaustive.

The Company must not be held liable under any circumstances for the harmful consequences of any improper use of Bridge API Sandbox and more generally of Bridge API and/or of the Bridge Service and reserves the right to delete any illegal content or content that breaches the rights of third-parties upon becoming aware thereof.

10 CONFIDENTIALITY

Each Party agrees to keep strictly confidential all information concerning the business and operations of the other Party to which it has access during performance of the Contract, irrespective of the method by which said information is provided, particularly any and all commercial, technical and/or financial information obtained during the performance of the Contract.

Confidential information includes, in particular, the commercial secrets, the know-how and methodology of the Company and include particularly the stipulation of the Contract. All Data to which the Company has access for the supply of the Service are covered by professional secrecy and may not be disclosed to a third party without the express consent of the Company or the User involved.

It is hereby specified for all necessary purposes that Data linked to the Bridge Service and the IT Services, as well as the terms of this Contract, form part of the information and elements protected by the provisions of this clause.

Each Party also agrees not to use or disclose, directly or indirectly to any third party, including (unless expressly authorized to do so by the Company) your consultancy firms, audit firms and third-party service providers, information provided to it by the other Party or the latter's agents or to which it had or has access in connection with the negotiation, conclusion, performance and/or termination of this Contract.

The Company may however disclose to its service providers information provided by You, on the condition that the information is required to enable the service providers to fulfil their obligations.

Confidential information is not deemed to include the following:

- Information already in the public domain or that enters the public domain other than through an action or omission by the receiving Party;
- Information of which the receiving Party was already aware prior to its disclosure, on the condition that: (i) the receiving Party proves the foregoing by producing appropriate documents; (ii) the information was not obtained directly or indirectly from the other Party; and (iii) neither the receiving Party nor any third party has breached a non-disclosure obligation or committed any other fault;
- Information disclosed to the receiving Party by a third party in the absence of any breach of a non-disclosure obligation or any other fault; or
- Information developed independently by the receiving Party without using any confidential information belonging to the other Party.

The above provisions shall not preclude the disclosure of one or more elements of this Contract if so required pursuant to a law or regulation or by any other professional or government authority authorized to request such disclosure.

This non-disclosure obligation shall apply for the term of this Contract and for a period of five (5) years after the contractual relationship arising under the Contract has ended.

Without prejudice to the other stipulation of the Contract, the Parties undertake, in this respect to take all necessary measures with their employees and/or subcontractors so that they are subject to the same non-disclosure obligation. The Parties undertake not to use the confidential information in a context other than that of the Contract, even for their own account.

At the express request of a Party, the other Party will have to return or destroy (as practicable) the confidential information that has been transmitted to it. The concerned Party will then produce a certificate of restitution or destruction, as requested by the other Party.

11   FIGHT AGAINST FRAUD, MONEY LAUNDERING AND TERRORIST FINANCING

In order for the Company to comply with its legal obligations regarding the fight against money laundering and terrorist financing, You must provide the Company, by any means and without delay, as soon as the SandBox Bridge API is made available, with the following documents:

- Valid and certified official photo ID of the legal representative or managers of the legal entity;
- Kbis Extract dated less than three (3) months;
- Any proof of origin and/or destination of the funds.

In the case where the documents are requested by the Company, You will not be able to use the SandBox Bridge API until the said documents have been sent to the Company.

The Company reserves the right to request the above documents from the You again during the performance of the Agreement, as appropriate.

The Company reserves the right to request any other document or additional information to enable it to carry out the necessary checks to comply with its legal obligations, in particular regarding the fight against money laundering.

In application of the legislation in force, the You are informed that this information and documents are kept by the Company for a period of up to five (5) years from the end of the contractual relationship.

If You do not provide the Company with the additional documents requested, the Company may terminate this Agreement without notice.

12   OUTSOURCING

The Company may outsource some of the IT Services. The Platform cloud hosting service is provided by Amazon Web Services (**AWS**), whose contact details are available by clicking here.

If services are outsourced, the Company shall remain solely liable for the performance of the entire Contract and, more specifically, for fulfilling applicable security, data protection and confidentiality requirements.

The Company agrees to take such steps as shall be necessary to enforce the confidentiality, data protection and security requirements imposed hereunder on its service providers.

13   INSURANCE

You declare that you have taken out adequate insurance to cover its civil and professional liability in connection with the Contract and the use made by Users of the Bridge Service and agrees to maintain the insurance policy for the term of the Contract and for a period of at least one (1) year after the Contract has ended.

You shall deliver a certificate for said insurance policy to the Company on request.

14   INTELLECTUAL PROPERTY

The Company is the exclusive owner of all the intellectual property rights in the Solution and all its constituent parts, including in particular the Bridge API and Bridge trademarks, in compliance with the French Intellectual Property Code (*Code de la propriété intellectuelle*).

The Contract does not grant You any proprietary rights in the Solution or any of its constituent parts, which are and shall remain the Company's exclusive property.

You have no rights in the Solution and/or any of its constituent parts, or any right other than those granted hereunder. You are therefore not permitted to sell, lend, pledge, licence, reproduce, market, adapt, modify, transform, decompile or internally develop the Solution, the Connectors and/or any of their constituent parts. Accordingly, You agree not to carry out, and to hold the Company harmless against, any act or activity likely to directly or indirectly violate the Company's intellectual property rights.

15   SERVICE LEVELS

The Company does not guarantee You any specific level of service or access to the Bridge API SandBox.

16   LIABILITY

16.1 Your liability

You hereby make a commitment to the Company and the User to use Bridge API in accordance with the Contract and applicable legislation.

Should You fail to comply with one or more provisions of applicable law or regulations and/or with the provisions of this Contract, You agree to indemnify and hold harmless the Company and the User against any complaint, legal action, lawsuit or judgment against them which is initiated by any third party for any reason whatsoever as a result thereof.

In the event of a disagreement or dispute, You must prove that You have duly fulfilled your obligations under the Contract and applicable legislation or regulations.

You will be liable for any other use made of information associated with the Payment Accounts and Other Assets You wish to offer a User and You must be expressly authorized to do so by the relevant User.

The Company will not be a party to any agreement entered into by a User and You concerning the use and/or exploitation of said information for any purpose other than the Bridge Service provided to Users in relation to their Payment Accounts and Other Assets.

You are solely responsible for complying with the laws and regulations applicable to your industry and business.

You agree not to use the Solution other than for its intended purpose, including but not limited to by accessing data that You have no right to access or using the Solution for unlawful purposes. You are responsible for the receipt or download of any content obtained through Bridge API Sandbox and will be fully liable for any damage or harm caused to your computer system and for any resulting loss of data.

You warrant to the Company that You:

- Have the expertise and the experience required to perform and fulfil your obligations under the Contract;
- Will not use any confidential information or business secret belonging to the Company, a User or any third person unless You have been authorized to do so by the person that owns said information;
- Have taken out and shall maintain, throughout the term of the Contract, an insurance policy in accordance with the terms and conditions of the clause entitled INSURANCE below;
- ensures that the e-mail addresses of users You provide in Bridge API are valid e-mail addresses verified by it.

16.2 The Company's liability

The Company disclaims any responsibility in case Bridge API SandBox and/or the Service Bridge as made available to Users would not meet Your specific requirements and needs.

It is reminded that the Company grants You access to the Bridge API SandBox without financial compensation to conduct Bridge API's integration and compliance verification tests only, which it believes necessary prior to a a possible commercial subscription to the Bridge API service. You recognize and therefore accept that the Bridge API SandBox is made available to You as is, without any guarantee whatsoever (of operation, compensation, or contractual commitment of availability etc.) other than those covered herein.

In this respect, the Company is bound to fulfil a best endeavours obligation (*obligation de moyens*) for your benefit in connection with the performance of the Contract and will not be liable under any circumstances for any indirect damage or loss, including any commercial or financial loss, loss of clientele, loss of profit, shortfall in earnings, reputational damage or actions by a third party that are not proven to be directly attributable to the Company. The Company may only be held liable for direct, established and lawful damage and losses, as agreed herein, and its liability for all triggering events, damage and losses combined is expressly limited to 1,000 euros.

Except in case of mandatory legal and regulatory provisions, any action brought by You in connection with the Contract must be brought within twelve (12) months of occurrence of the triggering event upon which it is based.

Neither the Company nor its web hosts or technology providers will be liable for any loss or damage You may incur resulting from:

- Any fault or negligence by You or your staff;
- A breach by You of this Contract;
- Any fraudulent or unlawful use of the Bridge API Sandbox, Bridge API and/or Bridge Service by You, a User or a third party under your or a User's control;
- A change made to the Solution by You without the Company's prior consent;
- Any established action or breach by You or a third party under your control, including a breach of the contractual obligations imposed upon You;
- Any incorrect information or incomplete hypothesis provided by You;
- Any fault or the unavailability of a software application, system, hardware or network for which You are responsible;
- Any *force majeure* event, as defined in Article 1218 of the French Civil Code;
- Any security breach (such as a breach by a Service Provider or telecommunications operator) or a breach attributable to You before the Company has received the relevant information; and
- Generally, any fact, event or action beyond the Company's control and for which it is not liable. You are hereby reminded of the fact that You shall remain solely and fully liable for any damage or loss suffered by your customers.

As the Company cannot guarantee that all Service Providers will be included in its offer or that the Connectors will be available at all times, and as it does not control information concerning Payment Accounts or Other Assets made available online by Service Providers for the benefit of Users, the Company must not be held liable under any circumstances for any damage or loss resulting from:

- The Solution or the Service not meeting your requirements and needs and/or those of Users, as the Solution and the Service are provided as is;
- Any inaccuracy or issue concerning information, products or other content, including in particular the Data provided by a User and /or accessible from the interfaces provided by the Account Servicing Service Payment Provider;
- The use of, or any User's inability to use, the Service;
- Any inaccuracy or issue affecting the results obtained on the basis of Payment Accounts and/or Other Assets through Bridge API; or
- The use made by a User or You of the information or decision-making tools made available, as You and all Users are and shall remain solely responsible for your choices and decisions.

17   TERMINATION

Each Party may terminate the Contract at any time, without notice and without compensation.

If the Contract is terminated, the IT Services and Bridge API Sandbox access will be immediately suspended and all data concerning the use of the Bridge Service, including the Personal Data and Authentication Data, will be destroyed on the Contract termination date, with the exception of any information that must be retained by the Company in respect of its legal obligations, particularly in the anti-money laundering and terrorism financing obligations.

No refund or compensation will be paid on any grounds whatsoever, and each Party reserves the right to seek compensation for any damage or loss from the other Party on the grounds of a fault of the latter.

Notwithstanding the termination of the Contract, the contractual stipulation which, by their nature, are intended to continue to apply will survive the termination of the Contract.

The Company conducts a regular review of the use of the Bridge API SandBox and the Bridge Service and any inactivity of more than three months will result in an automatic deactivation of access to the Bridge API SandBox and related services. The related information will be kept for a period of 6 months, following which, without explicit notification from You within the period, the Contract will be considered to be terminated.

18   ASSIGNMENT

As this Contract is entered into on a personal basis (*intuitu personae*), You can neither assign or transfer the Contract or the rights, interests and obligations arising hereunder, directly or indirectly, under any circumstances, to anyone, in any form whatsoever, without the Company's prior written consent.

19   TECHNICAL SUPPORT

You are the point of contact with the User and You are solely responsible for managing relationships with your customers.

You may however send and inform the Company at any time of any problem affecting the use of the Bridge API Sandbox or the *Bridge* Service by sending an e-mail to support-api@bridgeapi.io.

20   LANGUAGE – DURABLE MEDIA

This Contract was originally drafted in French.

You may, at any time during the contractual relationship, ask the Company for a copy of this Contract in printed or PDF format, which You expressly accept.

21   GOVERNING LAW – JURISDICTION

This Contract and all matters relating to its entry into effect, performance and interpretation are governed by French law, irrespective of the place of performance of the resulting obligations.

Should a dispute arise between You and the Company in relation to the Contract or the use of the Bridge Service, each Party shall endeavour to amicably resolve the dispute.

It is expressly agreed that, for any dispute that arises in connection with the interpretation, performance or termination of the Contract which the Parties cannot amicably resolve, the Parties choose the registered office of their respective companies as their address for service and the Commercial Court (*Tribunal de Commerce*) of Paris will have exclusive jurisdiction to hear the case, except where the law and/or regulations grant exclusive jurisdiction to the District Court (*Tribunal de Grande Instance*) (in which case the District of Court of Paris will have jurisdiction), notwithstanding the involvement of more than one defendant or the joinder of a third party to the proceedings, irrespective of the type of proceedings or action involved, including for urgent proceedings and protective proceedings issued further to an urgent or *ex parte* application.

22   OTHER PROVISIONS

Good faith. Each Party agrees to perform the Contract in good faith.

No waiver. No forbearance by either Party in requesting the enforcement of any clause of this Contract, on a long-term or short-term basis, should be construed under any circumstances as a waiver of the relevant Party's rights to rely on said clause.

Severability. Should one or more provisions of the Contract be found to be invalid pursuant to a law or regulation or be held to be invalid pursuant to a final ruling of a court with jurisdiction, the relevant provision(s) will be deemed unwritten, on the understanding that the other provisions of the Contract will remain in full force and effect.

Parties' independence. You and the Company are entering into the Contract as undertakings that are legally and financially independent. Consequently, the Contract must not be construed under any circumstances as creating a joint entity, a commercial agency relationship, a contract in the interests of both Parties, a *de facto* or *de jure* association, or any employer-employee relationship between the Parties. Each Party (i) therefore agrees not to make any commitment in the name or on behalf of the other Party, and (ii) shall remain solely liable for its management decisions. Each Party's staff shall invariably remain under the managerial and disciplinary authority of the relevant Party, and each Party shall, in its capacity as employer, manage all administrative, accounting, employment and social security matters for its employees and shall be responsible for all working conditions, particularly for the adjustment of its employees' work hours and for applying the working time imposed by law.

Employment. Each Party assures the other Party that it fully complies with the requirements imposed by employment law, particularly the legislation on undeclared labour. Each Party shall therefore provide the other Party on request with all the documentation required to submit the relevant notices and fulfil applicable obligations.

Cooling-off period. In accordance with Article 1122 of the French Civil Code (*Code civil*), the Parties declare that they were given an adequate cooling-off period and that they agree to make a prompt and unreserved commitment on the terms agreed hereunder.

Information. The Parties state that they have reciprocally fulfilled their pre-contractual duty of information and expressly acknowledge that they have received all the information that determines their free and informed consent.

Effective 7th of July 2022.