



## INFORMATION STATEMENT RELATING TO THE PROCESSING CARRIED OUT UNDER USE OF BRIDGE API SANDBOX BY THIRD-PARTY USERS

Transparency is a core value for Perspecteev (hereinafter the **Company**), and it is committed to respecting the privacy of users. In this respect, it complies with the provisions of the French Data Protection Act (loi informatique et liberté) No. 78-17, as amended, and the General Data Protection Regulation (hereinafter the **GDPR**) applicable in France since May 25, 2018.

### 1. DEFINITIONS

**“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.

**“GTCU”** means the general terms and conditions of use of Bridge API SandBox by Third-party Users.

**“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.

**“Services”** or **“Bridge Service”** means the account aggregation, account and information service on Payment Accounts and Other Assets and payment initiation services provided by the Company (brand visible by the User) and offered to Users by Third-party Users.

**“Third-party User”** means the role of Services user expressly allocated to a Third-party User by one of its customers who signs up for the Bridge Service (thus becoming a User).

For more information on the vocabulary used, You can refer directly to the General Terms and Conditions of use of Bridge API Sandbox by Third-Party Users (**“GTCU”**) [here](#).

### 2. GENERAL INFORMATION

Perspecteev, a French *société par actions simplifiée* (limited liability company) whose legal notice is available [here](#), publishes aggregation, information and payment initiation services on Payment Accounts and Other Assets (**Bridge Service**).

In order to provide the Services, the Company has published a programming interface called Bridge API, which it makes available to Third-party Users to enable them to provide the Services to their own customers.



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, in its capacity as controller, collects and processes your Personal Data for the purpose of the use of the Bridge API Sandbox in accordance with the contract entered by You and the Company (see the CTGU [here](#)).

### **3. PURPOSES AND BASIS FOR THE PROCESSING OF PERSONAL DATA**

Your Personal Data is collected and processed in an adequate, relevant and limited manner to what is necessary in relation to the main purposes based on the following legal grounds:

- allow the performance of the contract entered into at your request:
  - creating a customer account ;
  - customer account management ;
  - complaints and litigation management;
- in the context of the achievement of the Company's legitimate interests, for the purposes of:
  - complying with internal rules and policies;
  - ensuring the proper functioning of the Bridge API Sandbox;
  - producing trade statistics or statistics on the use of the Bridge API Sandbox;
  - carrying out professional commercial prospecting.
- your consent will be requested when it is necessary for the processing of your data;
- comply with our legal and regulatory obligations, in particular with regard to (i) the fight against money laundering and terrorism financing, (ii) the fight against fraud and (iii) the security of your Personal Data.

### **4. CATEGORIES OF PERSONAL DATA PROCESSED**

The Company collects and processes the following Personal Data only when strictly necessary for the purposes described above:

- surname and first name ;
- professional e-mail address ;
- professional telephone number;
- password.

### **5. RECIPIENTS OF YOUR PERSONAL DATA**

Your Personal Data is only transmitted to natural or legal persons who have a legitimate right to process it, namely:

- authorised employees within the limits of their functions and missions;
- subcontractors of the Company;



- any entities and persons designated by the regulation as well as any person to whom you expressly authorise disclosure.

## **6. TRANSFER OF PERSONAL DATA**

Your Personal Data will be stored within the European Economic Area (hereinafter "**EEA**") for the purposes intended. If need be, you will be informed of a transfer of your Personal Data to a recipient located in a country outside the EEA and of the transfer modalities in the absence of appropriate protection measures.

## **7. PERIOD FOR WHICH YOUR PERSONAL DATA ARE STORED**

Your Personal Data will be kept throughout the contractual relationship, as required by Company's internal policies and in compliance with our legal requirements. According to fraud, anti-money laundering and terrorism financing obligations, it may be retained for up to 5 years upon termination of the contract. Once the retention period has elapsed, the Company destroys your Personal Data.

## **8. YOURS RIGHTS**

We implement the necessary means to enable you to exercise your rights, in particular:

- the right to be informed, namely the right to receive details on the processing activities carried out by the Company, as described here;
- the right of access to your Personal Data, namely the right to obtain the information collected and the way it has been processed;
- the right of rectification, namely the right to obtain rectification by the Company of inaccurate data and to complete incomplete data within the limits of the Company's regulatory obligations;
- the right to erase your data, as long as the legal conditions are met - however, following the data erasure request, the Company reserves the right to make this data anonymous (by depriving them of their personal nature);
- the right to restrict the processing as long as the legal conditions are met;
- the right to data portability, namely (i) the right to receive personal data in a structured, commonly used and machine-readable format, and (ii) the right to request that the data be sent by the Company to another controller, provided that the legal conditions are duly met;
- the right to object, for good reasons and under the conditions provided for by law, to the future processing of data. However, the Company may have to terminate the provision of the use of the Bridge API Sandbox in the event that the Company is unable to provide the Service concerned without the processing in question;
- the right to specify the fate of your data after your death;
- the right not to be subject to an automated individual decision, including profiling, which produces legal effects concerning the data subject or significantly affects him or her, solely on the basis of automated processing activities;
- the right to withdraw your consent at any time for processing activities performed by the Company that require consent. In this case, the processing activity will only be affected for the future; and
- the right to turn to the National Supervisory Authority for the Processing of Personal Data or the competent courts, to the extent that you consider it necessary.



Information statement relating to the processing carried out under use of Bridge API SandBox by Third-Party users

For any question relating to the processing of your Personal Data (including how you can exercise the above rights), please contact customer service at [support@bridgeapi.io](mailto:support@bridgeapi.io), attaching a copy of your valid identity document and indicating your e-mail address provided when you subscribed to the Service. For security reasons, the Company reserves the right to request other supporting documents in case of doubts on the value and authenticity of the proof you provide.

This information statement may periodically be updated and we will keep you informed.

Effective 06.23.2020