



General Terms and Conditions of Use and Service for the Bankin' mobile application, the Bankin.com website and related services

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Below are 7 key facts you need to know about Bankin' before you read these General Terms and Conditions of Use

- With Bankin', it will be much easier to manage your money.
- Bankin' is a European company, created in 2011. Our mission is to make money management simple and accessible. Several million users in Europe have already chosen to trust us.
- The Bankin' Coach provides you with helpful advice, based on your Data. For example, we will only advise you to re-negotiate your property loan if you seem to be eligible.
- We are authorized and regulated by European Union, and are one of the select companies that have been granted the authorization required to operate as a Payment Institution. We also respect the General Data Protection Regulation.
- Your bank cannot prevent you from using our services. You remain insured against theft of your means of payment.
- Your bank data belongs to you. You can cancel your subscription, delete these or limit the scope of the service at any time. You remain in control of your information.
- Please note that use of the Bankin' Services via the Bankin application or the bankin.com website implies your unreserved acceptance of these General Terms and Conditions of Use and Service.

By clicking on "*I accept the GTCU*", you acknowledge that you have received full information from Perspecteev and unreservedly accept these GTCU.

Please read carefully the more detailed information set out below. If you have any questions, please contact us at support@bankin.com. We trust you will find the following informative.

Recitals

This agreement is entered into with Perspecteev, a *société par actions simplifiée* (simplified limited company) whose legal notice is available [here](#), authorized as a payment institution by the ACPR (the French banking and insurance regulator) under number 16918P, included on the official list available at <http://www.regafi.fr/>, referred to hereinafter as '**Perspecteev**'.

In the context of partnerships, Perspecteev acts as an agent of insurance intermediary ("*mandataire d'intermédiaire d'assurance*") and bank and financial marketer ("*démarcheur bancaire et financier*") for securities accounts and share saving plans, according to articles L. 511-1 *et seq.* of the French Insurance Code and L. 314-12 *et seq.* of the French Monetary and Financial Code.

Perspecteev is registered under number 18003177 with the French official banking and insurance agents register (ORIAS – the relevant information being available on its website www.orias.fr).

The concerned partners (who are Perspecteev's principals [*"mandants"*]) and their respective registration number are listed in the legal notice available [here](#).

Perspecteev doesn't hold any direct or indirect interest exceeding 10% of the voting rights in the capital of any insurance company. Neither any insurance company (nor any insurance parent company) holds a direct or indirect interest exceeding 10% of the voting rights in the capital of Perspecteev.

Perspecteev is not subject to any exclusivity clause with one or more insurance companies.

Perspecteev publishes the www.bankin.com website and operates an application for compatible smartphones and tablets called Bankin', which allows any person to subscribe to payment services and to view aggregated information on the bank accounts and other financial assets designated by the User. This offer is available to natural persons who have reached the age of majority and are not legally incapacitated, who reside in a Member State of the European Union or a State that is a member of the European Economic Area. This version of the GTCU only applies to Users who reside within the European Union (except France).

General Terms and Conditions of Use

1. Purpose of the GTCU

The purpose of the GTCU is to define and to set out the rules applying to the use by Users of the Bankin' Services listed below, subject to the payment of any applicable charges.

The Bankin' Services referred to in the GTCU include the following services:

- the Account Information Service and the Aggregation Service covering Other Assets (hereinafter, the '**Account Checking Feature**');;
- the Payment Initiation Service and the Withdrawals from Other Assets Service (hereinafter, the '**Transfer Feature**');;
- the advisory service, which gives tips on good money management practices (hereinafter, the '**Coach**'); and
- additional features that are not included with the basic services previously mentioned, available to the User on a subscription basis ('**Premium Services**').

2. Definitions

When capitalized, the terms listed below shall have the following meanings:

Account	Means any payment account held by an Account Servicing Payment Service Provider, which corresponds to the definition contained in Article L. 314-1 II of the French Monetary and Financial Code (" <i>Code monétaire et financier</i> " in French).
Account Information Service	Means the account information service referred to in subsection 8 of Article L. 314-1 of the French Monetary and Financial Code, that provides consolidated information on the Accounts held with one (or several) Account Servicing Payment Service Provider(s).
Account Servicing Payment Service Providers	Means the payment service providers authorized to operate in a European Union Member State that issue Authentication Data to be used to view payment accounts, and in some cases Other Assets, online.
Aggregation Service	Means the Service that consolidates information on Other Assets within the User Account.
Authentication Data	Means the user names and corresponding passwords, and in certain cases the secure authentication protocol, issued by a Service Provider and used by a User to log in to his/her payment Accounts and Other Assets online and/or to the payment Accounts and Other Assets belonging to third parties (legal entities, protected third parties, persons for whom the User is authorized to act) who have authorized access. In some cases, the Service Provider may consider said data to be sensitive payment data.

General Terms and Conditions of Use

Bankin' Application or Application	Means the mobile application published by Perspecteev under the Bankin' brand.
Bankin' Services or Services	Means all the services offered by Perspecteev: Account Information Service; Aggregation Service; Payment Initiation Service; Withdrawals from Other Assets Service; Premium Services and the Coach.
Data	Means all the User's data which includes the data relating to the User's 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 (Access Data, Identification Data, Personal Data).
GTCU	Means these General Terms and Conditions of Use of the Bankin' Services, entered into by Perspecteev and each User.
Identification Data	Means the data used by the User to access his/her User Account, consisting of an e-mail address and a password.
Other Assets	Means all the financial assets, savings and banking products (including credit facilities) that Users can access online using Authentication Data supplied by a Service Provider.
Payment Initiation Service	Means the payment initiation service referred to in subsection 7 of Article L. 314-1 of the French Monetary and Financial Code, which the User can use to initiate a payment order with respect to an Account held with a Service Provider.
Personal Data	Means all personal information concerning a User, who is a natural person whose identity has been or can be established, directly or indirectly, by reference to an identification number or to one or more details specific to that person.
Premium Services	Means the Bankin' Pro or Bankin'+ subscription offers available to the User in his/her User Account.
Security Code	Means the 6-digit code chosen by the User to use the Transfer Feature and/or to open the Application with the settings selected by the User.
Service Providers	Means (i) the Account Servicing Payment Service Providers, and (ii) any company other than an Account Servicing Payment Service Provider that issues Authentication Data to be used to view Other Assets online.
User Account	Means the User's dedicated area in the Bankin' Application or on the Website.
User or You	Means the natural person who entered into these GTCU and holds the Authentication Data.
Website	Means www.bankin.com .
Withdrawals from Other Assets Service	Means the service that the User can use to initiate a withdrawal order with respect to the Other Assets held with a Service Provider.

General Terms and Conditions of Use

3. Price Conditions

The Account Checking Feature, Transfer Feature and Coach are offered to Users free of charge. This means that Perspecteev will not issue any statements of charges for these features.

The pricing conditions for the Premium Services are available [here](#) and can be viewed by the User at any time in his/her User Account.

4. Subscribing to the Bankin' Services

4.1. Creation of User Accounts

Prospective Users wishing to subscribe to the Bankin' Services must download the Application or go to the Website and create their Identification Data, after which they will be invited to read the GTCU.

You, the User, can unreservedly accept these GTCU through a process designed to ensure the integrity of your consent. You will first be invited to read these GTCU in full. You may then confirm that you have read and accept them by clicking the "*I have read and I accept the GTCU*" box, as a result of which all of the provisions of the GTCU will be binding upon You from that time.

The GTCU, together with any appendices and special terms and conditions, as applicable, constitute contractual documents by which You will be bound. They form the contract between You as the User and Perspecteev, from the time You accept them (hereinafter, the '**Contract**').

If any of the clauses of these documents should be declared null, invalid or without effect, for any reason whatsoever, the other clauses will remain in full force and effect, except in the case the nullity of one or more essential clauses of the GTCU and / or the interdependence of the contractual stipulations would likely result in the cancellation of all or part of the GTCU.

Immediately after conclusion of the Contract, You will receive an email confirming the creation of your User Account. The email will contain a link so that You can read the GTCU and download them on a durable medium (in PDF format).

Your Identification Data must remain strictly personal and confidential. You are solely responsible for the use of your Identification Data.

4.2. Logging in to and out of your User Account

You must use your Identification Data to log in to the Website or Application. You may, however, create a Security Code that You can use to log in to your User Account and use the Transfer Feature (see below).

Instead of the Security Code, You may select one of the other methods proposed in your User Account (such as fingerprint or face recognition, if the device on which You are using the Application is compatible with such a method).

You may change your Security Code at any time, or choose to activate another identification method.

General Terms and Conditions of Use

You will remain logged in to your User Account until You log out manually. If You manually log out of the Website or Application, You will need to enter your Identification Data again in order to access your User Account.

When You use the Bankin' Services via the [Website](#), You can log out of your User Account via the log out function, or You will be automatically logged out if your account remains inactive for a certain amount of time.

4.3. Synchronization of Accounts or Other Assets

You must allow Perspecteev to access the Accounts and Other Assets for which You would like Perspecteev to provide the Services, so that it can synchronize them and provide You with the Bankin' Services.

To that end, You must select the names of the relevant Service Providers in the list of eligible Service Providers in the Application and Website menu, and then use the secure interface to enter the Authentication Data needed to view your Accounts or Other Assets online.

List of eligible Service Providers

A list of eligible Service Providers can be viewed via the Application or Website menu.

In the event that the Services can no longer be provided for a given Service Provider, the Service Provider is removed from the list. The withdrawal is notified to the concerned Users by e-mail or a notification in the User Account.

You will be informed of the removal of a Service Provider by email or via a notification in your User Account.

Logging in

Whenever You use your Authentication Data to log in to your User Account, all the information associated with the corresponding payment Accounts and Other Assets will automatically be synchronized.

You will then be able to select in the Application or Website settings the payment Accounts and Other Assets for which You wish consolidated information to be displayed in your User Account.

The information associated with the Accounts and Other Assets is automatically updated several times each day, and whenever You request, without the input of your Authentication Data. Authentication Data is encrypted and stored securely by Perspecteev.

Updating Authentication Data

You must update your Authentication Data in your User Account whenever it changes. If You fail to do this, Perspecteev will no longer be able to update the information that can be accessed via said Authentication Data.

If Perspecteev is unable to connect to the Service Provider because the Authentication Data is no longer valid, it will send You a notification inviting You to update these.

General Terms and Conditions of Use

Deletion of Authentication Data

You may delete your Authentication Data at any time. In that case, Perspecteev will no longer connect to the relevant Service Provider and will delete from its information system the Authentication Data and all associated consolidated information.

4.4. Representations by the User

You represent and warrant that the information You provide, primarily when creating your User Account, accurately reflects your personal situation. You agree to ensure that said information is and continues to remain correct and up to date. You agree to update said information whenever any changes occur.

You represent and warrant to Perspecteev that You are the owner of the Authentication Data used to access the Bankin' Services or that You hold all of the necessary powers and authorizations to authorize Perspecteev to provide You with the Bankin' Services on behalf of third parties (see below).

You represent and warrant to Perspecteev that You are and will remain solely and exclusively responsible for the access to your User Account and the use of the Bankin' Services, and that the email address You have supplied is a valid address owned by yourself.

4.5. Authority

When You enter into these GTCU on behalf of a third person (including any legal entity), You must certify that You are authorized to do so and hold all the necessary powers of attorney and delegations of authority to enter into the Contract and authorize Perspecteev to provide You with the Bankin' Services on their behalf.

As a result, You agree to hold Perspecteev harmless against all the consequences of any claims by said third parties (including legal entities) relating to your authority to act in this way and/or in the event of any fraudulent actions on your part.

5. Right of withdrawal

In application of Article L. 222-7 *et seq.* of the French Consumer Code (*Code de la consommation*), and provided You were directly approached by Perspecteev within the framework of Article L. 341-1 *et seq.* of the French Monetary and Financial Code, You will have 14 full calendar days from the date on which You enter into the GTCU or subscribe to the Premium Services in which to exercise your right of withdrawal (it is stipulated that any unsolicited contact, by any means whatsoever, with a person in order to obtain their consent concerning the provision of payment services constitutes direct marketing of banking or financial services).

You may exercise your right of withdrawal by completing the online form available in your User Account or by giving notice by any means of your choice. In that case, the notice must be clearly worded and unambiguously express your wish to withdraw.

In the event You exercise your right of withdrawal within the above-mentioned time period, the GTCU and/or your subscription to the Premium Services will be terminated. Your User Account and all your information will then be definitively deleted from Perspecteev's information systems.

General Terms and Conditions of Use

You hereby expressly accept that Perspecteev will begin to provide the Premium Services before the end of the period within which You may exercise your right of withdrawal. This means that if You then exercise your right of withdrawal, You will be required to pay a proportional fee for services effectively provided, in accordance with Article L. 222-13 of the French Consumer Code.

6. Account Checking Feature

The Account Checking Feature includes two services: Account Information relating to the payment Accounts and Aggregation of information relating to Other Assets (which are not classified as payment accounts).

In practice, the Account Checking Feature gives You a clear and detailed overview, in your User Account, of your banking and financial situation. To that end, Perspecteev accesses the websites and systems of your designated Service Providers, recovers raw Data relating to the Accounts and Other Assets You have registered and/or accessible from the client interface provided by the Account Servicing Payment Service Provider, reorganizes it in a structured manner and displays it in your User Account.

In view of the nature of the Account Checking Feature, You acknowledge that its sole purpose is to provide You with an overall view of your financial situation, meaning that any decisions of any kind whatsoever that You may make will be made autonomously and independently of the Services provided by Perspecteev hereunder.

7. Transfer Feature

7.1. Description of the Transfer Feature

You can submit transfer requests from your User Account. To that end, Perspecteev provides You with a Payment Initiation Service and a Withdrawals from Other Assets Service, within the limitations determined by the Service Provider.

The list of Service Providers for which the Transfer Feature is available can be viewed in the Application or Website menu.

In the event that the Transfer Feature can no longer be provided for a given Service Provider, the Service Provider is removed from the list. The withdrawal is notified to the concerned Users by e-mail or notification in the User Account.

The Account or Other Asset concerned by the initiation or withdrawal request must first have been synchronized within the User Account. The Transfer Feature is only available for transfers to accounts that have been registered with the selected Service Provider. This means that You cannot add new beneficiary accounts from your User Account.

7.2. Activation of the Transfer Feature

The Transfer Feature will be activated when You submit your first transfer request.

If You have not already created a Security Code or selected another authentication method (as described in Article 4.2 above), You must create a Security Code or select another method, which You must subsequently use to log in to your User Account and whenever You request a transfer.

7.3. Anti-money laundering and terrorism financing

In compliance with its statutory anti-money laundering and financing the terrorist obligations, when the Transfer Feature is activated Perspecteev may need to ask You for one or more of the following supporting documents:

- A valid official identity document with photo (ID card or passport);
- Proof of address issued within the last three (3) months (e.g.: energy, gas, water, fixed telephony or internet bill; last tax notice);
- Any other documentary proof of your identity (driving license, social security card, resident's permit, birth certificate issued within the last three (3) months); and/or
- Any other official identity document that constitutes additional proof of your identity, confirming the first document.

When Perspecteev has asked You to supply said documents, You will not be able to submit transfer requests until You have supplied the documents. Perspecteev reserves the right to request any other document or additional information so that it can carry out all appropriate checks in compliance with its statutory obligations, including in particular its anti-money laundering obligations.

In compliance with the applicable legislation, You are informed that Perspecteev will keep said information and documents for a period of up to five (5) years after the end of the contractual relationship.

If You fail to supply the requested additional documents to Perspecteev, it may terminate the Contract with immediate effect, in accordance with Article 12.

7.4. Transfer requests

In order to make a transfer request, You must:

- indicate the amount to be transferred;
- select the Account (or Other Asset) for which You have previously registered the Authentication Data, from which You wish to debit the funds;
- select the beneficiary account from the accounts You have previously registered with the selected Service Provider;
- confirm all the above information (amount, account to be debited, beneficiary account) in order to proceed to the next step;
- if this is the first time that You are submitting a transfer request for the selected Service Provider, You must supply the Authentication Data (password only) for said Service Provider (for all subsequent payment initiation requests, You will proceed directly to the next step);
- enter your Security Code (or use any other method You have selected). Entry of your Security Code (or use of the other method) evidences your irrevocable confirmation of the transfer request;

General Terms and Conditions of Use

- if the Service Provider's authentication protocol requires other personal security data, You must complete the procedure indicated by Perspecteev (for example, by inputting in your User Account a "one-time password" received by text message from the Service Provider).

Perspecteev will inform You in your User Account, by any means, that it or the Service Provider has received the payment initiation request.

Perspecteev will then provide You with the following information: the transaction reference and its main characteristics (account debited, beneficiary, transaction amount).

If need be, Perspecteev will notify You in your User Account by any means that the transfer request is refused, stating the reason for its refusal unless its refusal is required by law. When a transfer request is refused due to a material error, Perspecteev will tell You what You need to do to rectify the error, whenever possible.

You will find details of all your previous transfers in your User Account, with the following information for each transfer:

- Transaction reference number;
- Debited Account or Other Asset;
- Beneficiary;
- Transaction amount;
- Name, if available.

You are also invited to check your payment transactions executed by the Service Provider, to ensure that it has correctly processed the transfer.

When You use the Transfer Feature, Perspecteev warrants that:

- The funds will not be held by Perspecteev at any time;
- Your Data will remain fully secure and will only be transferred for the purposes of the transfer request;
- You will only be asked to supply the information strictly necessary to process the transfer request;
- Data will not be used, viewed or stored for any purpose other than the transaction You have requested.

7.5. Transfer requests are irrevocable

You are informed that You cannot cancel a transfer order after You have confirmed the transfer to be initiated by Perspecteev.

You are deemed to have confirmed a payment initiation request when:

General Terms and Conditions of Use

- You validate all the characteristics of the transfer request (amount of the transaction, payment Account to be debited and transfer beneficiary);
- You enter your Security Code (or use another method You have selected).

7.6. Contesting transfers

You are informed that if You wish to contest an unauthorized payment transaction initiated by Perspecteev, You must contact your Service Provider promptly as soon as You are aware of the problem, and no later than thirteen (13) months after the payment transaction has been credited to the account.

8. Coach

The Coach consists of a news feed and customized messages that will provide You with a range of information on your money by monitoring your payment Accounts and Other Assets, as well as advice and statistics so that You can better manage your money. The Coach relies on your Data in view of providing you relevant messages. The Coach can also put You in contact with potential partners.

You acknowledge that the Coach is designed solely to provide You with suggestions, information on a given financial situation and marketing offers, which means that decisions of any kind whatsoever that You may make will be made autonomously and independently of the Services provided by Perspecteev hereunder.

9. Premium Services

9.1. Bankin'+ and Bankin' Pro

You may subscribe to the Bankin'+ or Bankin' Pro Service via your User Account. You can view a description of the additional features offered by these Services at <https://bankin.com/en/pluspro.html> or via the Application menu. These Premium Services are provided for a fee, in the form of a monthly subscription, the terms and conditions of which are defined below.

9.2. Subscription to Bankin'+ and Bankin' Pro

You may subscribe to the Bankin'+ or Bankin' Pro Services by clicking [here](#). Prices for these services are stated in Euro or in GB pound, inclusive of taxes. You can find clear and comprehensive information on these prices in your User Account.

Perspecteev reserves the right to modify its prices at any time. Any such modifications will only be applicable to Users who have subscribed to these Services as from the effective date of the modified price. In any case, the price applicable to You must have been previously accepted by You.

You may subscribe to the Bankin'+ or Bankin' Pro Services directly online via the corresponding interfaces, via the Application or on the Website, after You have accepted these GTCU and checked the time period stated on your order. The selected Premium Service will be available from the time of your subscription.

Your subscription to the selected Premium Service will be confirmed by email sent to the address You have indicated, confirming the terms of subscription. Payment should be made in one single installment (on a monthly or yearly basis, on a case-by-case basis) and whenever You renew your subscription, by bankcard, direct debit or any other available payment method.

In accordance with Article 4.5 above, when You subscribe to Premium Services on behalf of a third party, You must certify that You are authorized and hold all the necessary powers and delegations of authority to act on behalf of said third party (including legal entities), and agree to hold Perspecteev harmless against any claims relating to your authority and/or in the event of any fraudulent actions on your part.

9.3. Termination of the Premium Services

You can terminate your subscription to the Premium Services via the purchase interface used to subscribe to the services, or directly by sending a message to support@bankin.com. Termination of a Premium Service will not result in termination of the GTCU. Termination of a Premium Service will not entitle You to any refund, except when no Service Provider (from which the User who has subscribed to Premium Services holds an account) is available as a result of their removal from the list. In such case, Perspecteev will compensate the concerned User for the unused period on a *pro rata temporis* basis.

10. Maintenance, suspension and availability of the Services

You are informed that access to your User Account may be temporarily suspended in the event of a fault, to carry out maintenance work or to update the systems. Perspecteev will try to give You advance notice of this, and will do its best to restore access to the Services as soon as possible.

11. Security of the Services

Perspecteev is authorized and regulated by the ACPR (the French banking and insurance regulator), which is part of the Banque de France, and is one of the select companies that has been granted the authorization required to operate as a Payment Institution.

The security of User's Data is an absolute priority for Perspecteev, which accordingly ensures a very high level of security for the Bankin' Services. To that effect, Perspecteev uses algorithms that comply with the highest proven standards of data security. The Bankin' Services are also regularly audited by independent specialist IT security firms regularly used by leading banks and financial institutions.

The Bankin' Services' security standards are among the highest on the market, enabling Perspecteev to provide the Bankin' technology to leading international financial and IT service providers, which audit the security of the Services.

You can find out more about Perspecteev's security policy [here](#).

Perspecteev accordingly undertakes to do everything it can to ensure the security of User Accounts and Users' Data.

User accounts constitute an automated Data processing system. Unauthorized access and any alterations to said system are prohibited and subject to criminal prosecution.

Perspecteev will be responsible for the safekeeping and integrity of all Data, including sensitive payment data. However, if You export said Data and store it on any medium unassociated with Perspecteev, You acknowledge that Data circulating on information systems is not necessarily protected, particularly against potential misuse.

You accordingly represent that You are familiar with the nature and technical characteristics of information systems, and You accept their technical constraints and the response times necessary to consult, retrieve or transfer Data relating to the Services and the associated risks.

You are therefore solely responsible for the use and implementation of measures to secure, protect and safeguard your hardware, software and Data. In this regard, You agree to take all appropriate measures to protect your own Data.

You also agree not to do anything that could compromise the security of Perspecteev's systems.

As a general matter, You are strongly advised (i) to ensure that any password You choose contains numbers, lowercase and capital letters and punctuation signs, in order to make the

General Terms and Conditions of Use

password sufficiently complex, and to renew it every three months, and (ii) to update the software You use to directly or indirectly use the Services in a secure manner.

You are strongly advised not to use the Services on a mobile phone or computer that You do not own or which is subject to shared use with others.

You agree to notify Perspecteev promptly (at the following address: support@bankin.com) of any problem You notice with your User Account or of any concerns You may have regarding possible unauthorized access to your User Account.

You must immediately inform Perspecteev (at the following address: support@bankin.com) if Data disclosed to Perspecteev is lost, stolen or misused, or, more generally, if the Data's confidentiality has been compromised in any way.

You must immediately inform Perspecteev (at the following address: support@bankin.com) if your mobile phone is lost, stolen or misused.

Phishing

Identity theft and phishing practices are key concerns for Perspecteev. One of Perspecteev's priorities is to protect information in order to help You guard against identity theft.

Perspecteev will never, under any circumstances, ask You for Authentication or Identification Data by phone, email, text message or any other means, other than via the Application platform or Website.

If You have any concerns or have been the victim of phishing, You are invited to inform Perspecteev immediately, by sending a message to: support@bankin.com.

12. Term, amendments and termination of the GTCU

12.1. Term

The GTCU are entered into for an indefinite period of time, from the time You accept them.

12.2. Amendments to the GTCU

Perspecteev reserves the right to amend all or part of these GTCU, in particular in order to reflect changes in the Bankin' offer or the applicable legislation.

Perspecteev will send You the draft amended GTCU by e-mail, on a durable medium, at least two (2) months before the date on which they are due to take effect (the email will contain a link so that You can download the draft document in PDF format).

You will be deemed to have accepted the amendment unless You notify Perspecteev of your disagreement before the date on which the amended GTCU are due to take effect.

If You disagree with an amendment, You may terminate the GTCU, without charge, before the date on which the amended GTCU are due to take effect, in the manner described in Article 12.3 below.

General Terms and Conditions of Use

Perspecteev may not be held liable under any circumstances for any damage or loss suffered resulting from the amendment of the GTCU if You have not terminated the Contract and continue to use the Bankin' Services after the date on which the amended GTCU are due to take effect.

12.3. Termination by the User

You may terminate the GTCU as of right, at any time, in your User Account settings, by clicking on “*Delete my Bankin' account*”, or by sending an e-mail to: support@bankin.com.

Termination of the GTCU shall result in termination of any optional Premium Services to which You may have subscribed, with immediate effect and without entitling You to any refund whatsoever.

You will not be charged for termination of the GTCU.

12.4. Termination by Perspecteev

Perspecteev may terminate these GTCU at any time, provided it gives at least two (2) months' advance notice.

In this case and for the Users having subscribed to Premium Services only Perspecteev will compensate the concerned Users for the unused period on a *pro rata temporis* basis.

In case of a breach by You of one or more of your obligations under the GTCU, Perspecteev reserves the right, as soon as the breach(es) is/are discovered, without notice or compensation:

- To suspend your User Account. In this case, the access to the Bankin' Services may only be restored after You have effectively remedied the concerned breach(es); or
- if the breach(es) is/are serious and/or repeated, to cancel the GTCU. This may include cases of misuse of Bankin' Services, but also any reason relating to anti-money laundering or terrorist financing.

In any case, Perspecteev immediately informs You of the termination of the GTCU by e-mail or by any other means.

12.5. Consequences of termination

In the event of termination of the GTCU, Perspecteev will delete from its information systems the Authentication Data, Identification Data, Personal Data and all other information concerning You and your User Account, with the exception of any information that must be kept by Perspecteev to comply with its statutory obligations, including in particular its anti-money laundering and counter terrorist financing obligations.

13. Perspecteev's liability

Perspecteev is responsible for provision of the Bankin' Services.

You may not hold Perspecteev liable under any circumstances for any losses You may incur originating from an external cause, unrelated to the provision of the Bankin' Services and independent of Perspecteev.

Perspecteev will not accept liability for its inability to correctly provide the Bankin' Services due to a force majeure event (as defined in Article 1218 of the French Civil Code (*Code civil*)).

Moreover, Perspecteev cannot guarantee that all of the Service Providers with which You hold Authentication Data are covered by its offer.

Perspecteev cannot be held liable for any damage suffered by You for reasons unrelated and not attributable to Perspecteev and its obligations under these GTCU. This may include the following:

- a fault on your part;
- your non-compliance with the GTCU;
- access to your Identification Data by a third party authorized by yourself;
- your fraudulent or unauthorized use of the Bankin' Services;

General Terms and Conditions of Use

- your breach of the confidentiality of your Identification Data;
- any interruption in or failure of the Bankin' Services due to the malfunctioning of the Internet network, the telecommunication network or the computing network;
- an inability to provide the Bankin' Services due to the unavailability of a connection with the Service Provider for reasons beyond Perspecteev's control;
- any error in the information displayed in your User Account, when said error is attributable to the Service Provider, as Perspecteev has no control over data concerning the Accounts/Other Assets that is accessible from the Service Provider;
- the inaccuracy or non-compliance of the information, products or other content, including in particular the Data You provide, concerning your Accounts/Other Assets, budget, or financial situation, for which Perspecteev is not responsible; and/or
- your use of the information or decision support tools made available to You via the Bankin' Services, as You will retain full responsibility for your decisions.

In accordance with the applicable legislation, Perspecteev cannot be held liable for any breach of confidentiality of your Data relating to the Accounts and Other Assets when this is due to your own actions, in any circumstances whatsoever and irrespective of the type of loss or damage.

14. User's Liability

14.1. Use of the Bankin' Services

You undertake to use the Service in compliance with all of the requirements set out in the GTCU and in the applicable legislation.

Should You fail to comply with one or more of the provisions and/or requirements of the GTCU, You may be held liable and You may be required to compensate Perspecteev for the consequences that may result.

In the event of a disagreement or dispute, You must prove that You have duly fulfilled your obligations under the GTCU.

General Terms and Conditions of Use

You are informed and expressly accept that You are personally liable for your use of the Bankin' Services, information and tools made available to you.

You expressly accept and acknowledge that You are solely responsible for the receipt or downloading of any content obtained through the Bankin' Services, and that You are fully liable for any damage or harm caused to your computer systems and/or mobile telephone system, and for any resulting loss of data.

14.2. Confidentiality of Identification Data

When You are aware of the loss, theft, misuse or any unauthorized use of your User Account or Identification Data, You must promptly inform Perspecteev so that it can block your User Account.

You must do this by clicking on the "*Forgot your password?*" link in the login area of the Website or Application. You will then be sent an email containing a secure link that will allow You to change your password, and your previous password will be deactivated automatically.

You are responsible for protecting your password and keeping it confidential. You assume full liability for the consequences of the disclosure of your password to others.

15. Personal Data - Confidentiality policy

15.1. Introduction

Transparency is a core value for Perspecteev, and it is committed to respecting the privacy of Users. It complies with the provisions of the currently applicable version of the French Data Protection Act (*loi informatique et libertés*) no. 78-17 of 6 January 1978, and with EU Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such Personal Data (the "**GDPR**").

Perspecteev acts as the data controller for the Personal Data registered by Users in connection with the Bankin' Services, and complies with the applicable regulations on Personal Data. Personal Data includes in particular the Identification Data, the Authentication Data and the information deriving from the Accounts and Other Assets registered by Users.

As Perspecteev wishes to constantly improve the quality of its services and satisfy the changing expectations of Users, it represents that Users' Personal Data will be used by Perspecteev and the service providers to which it outsources tasks solely in order to provide the services listed in the following paragraph. You can obtain a list of these service providers by sending a request to the address indicated in Article 15.5 below.

15.2. Processing of Personal Data

Purposes of Personal Data processing

You are informed that processing of your Personal Data is essential in order to provide the Bankin' Services.

Data is processed in accordance with the currently applicable version of the French Data Protection Act (*loi informatique et libertés*) no. 78-17 of 6 January 1978, and the GDPR.

You are informed that the Authentication Data used for synchronization of the Accounts and Other Assets will be encrypted and that the Personal Data disclosed to the service providers used by Perspecteev is transmitted using secure procedures.

You may access [an appendix here](#) which explains where the recipients of your Personal Data operate and how the Personal Data is used.

Your Personal Data is processed by Perspecteev for the following purposes:

- To provide the Bankin' Services and manage our Users;
- To produce anonymous statistics;

General Terms and Conditions of Use

- Marketing campaigns and commercial prospecting implementation;
- Customized offers;
- Your opening of an account with a “Coach” partner of Perspecteev, directly from the Bankin' Application. Perspecteev may transfer your Personal Data to the concerned “Coach” partners, who may contact You directly to finalise the opening of the account;
- Anti-fraud, -money laundering and terrorism financing.

Retention of Personal Data

User's Personal Data is not retained beyond the necessary period of time for these purposes. According to the anti-money laundering and terrorism financing obligations, it may be retained for up to five (5) years upon termination of the contractual relation between the User and Perspecteev (pursuant to article L. 561-12 of the French Monetary and Financial Code). Once the retention period elapsed, Perspecteev destroys the User's Personal Data.

Storage and transfer outside the European Union

All Collected Personal Data is stored on our servers within the European Union.

It is susceptible to be transferred outside the European Union. In this case, Perspecteev makes the necessary arrangements with its subcontractors and partners to guarantee an adequate level of protection of the User's Personal Data, in accordance with the regulation in force (Chapter V of the GDPR).

If the concerned subcontractors or partners are not located in a country with a legislation considered to provide an adequate level of protection or do not stick to the Privacy Shield agreement (with regard to Personal Data transfers to the United States), they must have signed beforehand the “*standard data protection clause*” (validated by the European Commission or a supervisory authority) or be subject to “*binding corporate rules*” (validated by the European Commission or a supervisory authority).

If the subcontractors or partners do not fulfill any of these conditions (country with adequate level of protection, Privacy Shield, standard data protection clause or binding corporate rules), Perspecteev undertakes not to transfer any User's Personal Data to the concerned subcontractor or partner.

15.3. Confidentiality of Personal Data disclosed to Perspecteev

Perspecteev attaches the utmost importance to the confidentiality of Personal Data. Perspecteev accordingly takes all necessary precautions to preserve the confidentiality of said Personal Data and represents that it outsources tasks to trustworthy service providers that are known for their reliable services and for the high degree of protection they provide for the confidentiality of Personal Data.

15.4. Right of access, opposition, rectification, portability, deletion of Personal Data

Please be advised that according to article 13 of GDPR, You have a right of access, rectification, portability and deletion of your Personal Data, to object to the processing of such Personal Data and to determine what should become of it after your death (articles 15 *et seq.* of the GDPR).

You may exercise your rights by contacting Perspecteev's customer service department by post at the address indicated in the legal notice available [here](#), or by sending an email to: support@bankin.com, in which case You must produce proof of your identity by enclosing a copy of a valid identity document with your request and indicating the e-mail address You provided when signing up for the Bankin' Service.

The User also has the possibility to file a complaint with the French data protection agency (*Commission Nationale Informatique et Libertés*) according to article 77 of the GDPR.

For security reasons, Perspecteev reserves the right to request other supporting documents if it has any concerns about the value and authenticity of the proof You provide.

If case You object to the processing of your Personal Data, You may be invited to close your User Account (in case of the impossibility for Perspecteev to provide the concerned Services without the treatment in question).

General Terms and Conditions of Use

15.5. Customized offers and commercial prospecting

The Services have been designed to best meet the needs of Users, and Perspecteev is firmly committed to offering the Services in a fully transparent manner and in compliance with the applicable legislation.

In view thereof, and in compliance with article L. 34-5 of the French Code of Postal and Electronic Communications (*Code des postes et communications électroniques*) and the provisions of the above-mentioned French Data Protection Act, You acknowledge and accept that, from the time You start using the Services, Perspecteev may, based on the Data it processes, offer You business referrals by means of links that can be accessed via the Services or documents sent to You directly, in order to allow You to take advantage of service offerings similar to those covered by the GTCU.

In this regard, You may receive advertisements concerning offers for products or services, including in particular banking or financial products or services, within the meaning of Article L. 341-1 of the French Monetary and Financial Code, to the extent permitted by law.

You are also informed that You can opt out of allowing your Personal Data to be used for marketing at any time by sending an email to the following address: support@bankin.com.

If You object to the processing of your Personal Data, and as said recommendations form an integral part of the Perspecteev Services, You may be invited to close your User Account (in case of the impossibility for Perspecteev to provide the concerned Services without the treatment in question).

15.6. Your opening of an account with a “Coach” partner of Perspecteev, directly from the Bankin’ Application: Perspecteev intermediation activities

In order to offer You the best support in your personal finance management, Perspecteev has chosen trusted “Coach” partners to provide You with personalised offers.

These partnerships have been entered into in compliance with applicable regulations, taking particular care to provide You with transparent information.

You may receive a personalised message presenting the “Coach” partner(s) and offers of services corresponding to your situation.

If You are interested in one of these offers or one of these Coach partners, You have the possibility to open an account with this Coach partner. You may open the account directly from the Bankin’ Application.

In this context, to present offers and Coach partners to You Perspecteev relies on the information originating from the Accounts and Other Assets synchronised by You in the Bankin’ Application. You are therefore aware that this targeting can be carried out on an incomplete basis (for example if You do not synchronise all your Accounts and Other Assets or synchronises Accounts and Other Assets not belonging to You but for which You are entitled to access information).

As part of these partnerships, the Coach partner is data controller and Perspecteev is data processor. Perspecteev collects the Data (including Personal Data) according to the instructions of the Coach partner.

The sole purpose of this treatment is the opening of an account with the Coach partner. The terms according to which the Personal Data is processed by the Coach partner are more specifically detailed in the agreement binding You and the Partner Coach.

16. Professional Secrecy

In accordance with Article L. 522-19 of the French Monetary and Financial Code, Perspecteev is bound by an obligation of professional secrecy.

However, it follows from legal provisions that this professional secrecy can not be opposed to certain authorities such as the *Autorité de Contrôle Prudentiel et de Résolution* (French banking and insurance regulator), the Banque de France, the tax or customs administration, as well as the judicial authorities acting in the context of criminal proceedings.

Similarly, professional secrecy does not prevent Perspecteev from providing information to third parties for the purposes of certain transactions referred to in Article L. 522-19 of the French Monetary and Financial

General Terms and Conditions of Use

Code and in particular to third parties with whom Perspecteev has entered into service agreements with a view to entrusting them with important operational functions.

Persons receiving information subject to professional secrecy must keep it confidential unless the above-mentioned legal derogations can be applied.

Finally, You have the option of relieving Perspecteev of its obligation of professional secrecy by expressly authorising it and on a case-by-case basis to communicate information covered by the secret to designated third parties.

17. Anti-money laundering and counter terrorist financing

In accordance with Article L. 561-2 *et seq.* of the French Monetary and Financial Code on the participation of payment institutions in efforts to combat money laundering and terrorist financing, Perspecteev has a duty to carry out due diligence checks concerning your use of the Payment Initiation Service.

You acknowledge that Perspecteev may be required to set up surveillance systems to combat money laundering and terrorist financing.

You acknowledge that Perspecteev may cancel or postpone initiation of a payment transaction at any time, in the absence of sufficient evidence concerning its purpose or nature. You are informed that the initiation of a payment transaction in accordance with these GTCU may be reported to the national financial intelligence unit.

In accordance with the regulations, You may access all Personal Data disclosed, provided this right to access Data does not jeopardize efforts to combat money laundering and terrorist financing, when the Personal Data concerns You and is held within the framework of Article L. 561-2 *et seq.* of the French Monetary and Financial Code.

No action can be based on Articles 226-13 and 226-14 of the French Criminal Code (*Code pénal*), no civil liability action can be brought against, and no disciplinary sanctions can be imposed on, Perspecteev, its officers or employees or any other person referred to in Article L. 561-2 of the French Monetary and Financial Code who have submitted the reports referred to in Article L. 561-22 of the same Code in good faith.

18. Duty of advice in the Perspecteev intermediation activities

The Service allowing You to open an account with one of its Coach partners directly from the Bankin' Application is a Perspecteev intermediation activity.

When offering this service, although Perspecteev is exempted from obtaining the status of intermediary in banking and payment services pursuant to article L. 519-1 II of the French Monetary and Financial Code, Perspecteev wishes to comply with this regulation.

In this context, to present a specific Coach partner to You Perspecteev relies on the information originating from the Accounts and Other Assets synchronised by You in the Bankin' Application.

You are therefore aware that this targeting can be carried out on an incomplete basis (for example if You do not synchronise all your Accounts and Other Assets or synchronises Accounts and Other assets not belonging to You but for which You are entitled to access information).

You then undertake to indicate all the elements in your possession to complete your profile, so as to receive advice best suited to your situation.

In complying with these regulations Perspecteev has a duty of advice toward You, so that You receive advice tailored to your needs, requirements, and levels of knowledge of the operations at stake.

This duty of advice is solely based on the information and Data transmitted by You while subscribing to a Coach partner's offer made directly from the Bankin' Application.

It is at this very moment that You determine your requirements, your needs, and express your level of knowledge on the subscribed product.

General Terms and Conditions of Use

Perspecteev sends You a summary of these elements on a durable medium.

19. Intellectual Property

Perspecteev is the exclusive owner of all the intellectual property rights in all the Bankin' Services and all their constituent parts (including in particular the related trademarks, the Bankin' Application, the www.bankin.com website, the related technology, etc.), in compliance with the French Intellectual Property Code ("*Code de la propriété intellectuelle*").

As such, Perspecteev is the exclusive owner of intellectual property rights in the software, interface packages, databases, know-how, data, text, articles, newsletters, press releases, presentations, brochures, illustrations, photographs, computer programs, animations, and all other information (the "**Content**") that it provides to You.

The GTCU do not grant You any proprietary rights in the Services or any of their components, which are and shall remain Perspecteev's exclusive property.

The provision of the Bankin' Services as provided for under the GTCU shall not be construed as a transfer of ownership to You.

Accordingly, You agree not to carry out, and to hold Perspecteev harmless against, any act or activity likely to directly or indirectly infringe Perspecteev's intellectual property rights.

Perspecteev grants You, free of charge, a personal, non-exclusive, non-assignable and non-transferable license to use the Application, the Website and the Content, solely for your own needs when using the Services, to the exclusion of any other purpose. You are strictly prohibited from accessing and/or using the source codes for the Application, the Website and/or the component software. Users will not hold any intellectual property rights in the Application, the Website or the Content, or any rights other than those expressly conferred hereby.

This user license does not grant You any proprietary rights in the Content. You therefore agree not to sell, lend, pledge, license, reproduce, market, adapt, modify, transform or decompile any element of the Application and/or the Website and/or the Content.

You expressly undertake that use of the Application will not breach Perspecteev's rights under any circumstances, and more specifically that said use will not constitute an infringement of property rights, unfair competition or 'passing off' with regard to the Website, the Application or the Content.

Any trademarks of products or services contained in or associated with the Services that do not belong to Perspecteev belong to their owners. References to the names, trademarks, products or services of third-party banking institutions do not constitute recommendations of their products or services.

20. Communications

The language used to draw up the contractual documents and all subsequent communications between Perspecteev and Users (collectively, the '**Parties**') shall be English. You may download a PDF copy of these GTCU at any time, free of charge, from the <https://bankin.com/en/cgu.html> website.

You must ensure that the email address provided when setting up your User Account is correct and is your own email address, as all correspondence and content provided in connection with the Bankin' Service will be accessible via that email address. If You provide an incorrect email address, the owner of that email address may receive the information provided by the Bankin' Services, such as Account balances and transaction notifications for the Accounts).

You accordingly release Perspecteev from all liability and agree to indemnify and hold Perspecteev harmless against any direct or indirect consequences of any error in your email address. Any access to and use of the Bankin' Services by means of your email address and password will be deemed to have been carried out by You. You agree to keep your password secret and not to disclose it to anyone under any circumstances, for any reason.

21. Customer services and claims or complaints

If You have any technical, administrative or commercial queries or problems, or any claim or complaint

General Terms and Conditions of Use

concerning Use of the Services, the insurance intermediary activity, the Application or the Website, You can contact Perspecteev's support desk by sending an email to: support@bankin.com, or directly from your User Account.

You can also contact Perspecteev by post at the address of its registered office as stated in the legal notice available [here](#).

If You are not satisfied with the answer given to your complaint, you can contact the ACPR as part of the insurance intermediation at the following address:

Autorité de Contrôle Prudentiel et de Résolution
4, place de Budapest
CS 92459
75436 PARIS CEDEX 09
FRANCE

In the event of a claim or complaint, Perspecteev will use its best efforts to confirm receipt within ten (10) days maximum, unless You have already received a reply within that time period.

Perspecteev will use its best efforts to send a definitive response to your claim or complaint within two (2) months maximum of receipt. You will be kept regularly informed of the status of your claim or complaint.

22. Mediation

General Terms and Conditions of Use

In the event a dispute arises between a User acting in a non-professional capacity and Perspecteev in connection with the GTCU or the use of the Bankin' Services, both parties shall do their utmost to find an amicable solution to the dispute. If the User and Perspecteev fail to reach an agreement, the User may refer the matter to the Afepame Mediator, free of charge (in accordance with article L. 316-1 of the French Monetary and Financial Code):

Afepame Association – Mediator
36, rue Taitbout
75009 Paris
France

The outcome of the mediation is in principle within ninety (90) days from the notification by the mediator of its referral to the Parties, in accordance with article R. 612-5 of the French Consumer Code.

In the event that a Party is not satisfied with the mediator's proposed settlement, either Party may apply to the courts having jurisdiction as indicated in Article 24 hereof.

However, it is reminded that the use of mediation by You is only a faculty, and not a necessary precondition for referral to the judge, and that the Parties may in any case withdraw at any time from the mediation process.

23. Assignment

You may not assign all or any part of the GTCU, for financial consideration or free of charge. Should You fail to comply with this rule, the GTCU will be terminated by Perspecteev with immediate effect, and You may incur liability.

24. Governing Law and Jurisdiction

The GTCU and all matters relating to their performance or interpretation shall be governed by French law.

The French courts alone shall have jurisdiction to hear any dispute that the Parties are unable to settle amicably.

25. Severability

Should one or more provisions of the GTCU 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.

* * *

FRIENDLY REMINDER:

Your Personal Data are processed for the following purposes:

- ♥ To provide the Bankin' Services & manage our Users: Customer support, refresh data, etc.;
- ♥ Anonymous statistics: so our Services always best fit your needs;
- ♥ Marketing campaigns and commercial prospecting implementation: we want to offer our Users the best opportunities so you can make smart decisions about your money and save money;
- ♥ Customized offers: we want you to receive tailored-offers right for your situation (thus we won't talk to you about mortgage renegotiation if you don't have one);
- ♥ Open a "Coach" partner account directly from the Bankin' App: if you find our advice relevant, we want to make sure it only takes a few clicks to follow them;
- ♥ Anti-fraud, -money laundering and terrorism financing: because it is an important matter.

Feel free to go back to article 15 to read again our Personal Data protection policy, Welcome onboard!