

## GENERAL CONDITIONS OF SUBSCRIPTION BY THE USER TO THE BRIDGE SERVICE

### THESE GENERAL CONDITIONS OF SUBSCRIPTION TO THE BRIDGE SERVICE ARE ENTERED INTO BETWEEN :

**Perspecteev**, a *société par actions simplifiée* (simplified limited company) with a share capital of 759,916.80 euros, registered in the Paris Trade and Companies Register under number B 529 196 313 and whose registered office is located at 4 rue de la Pierre Levée - 75011 Paris (hereinafter the **Company**),

Of the first part,

and

Any User, as defined in Article 1 hereof,

Of the second part.

### PREAMBLE

The Company publishes an application programming interface called "Bridge API" which provides, under the brand Bridge, a payment initiation service within the meaning of Article L. 314-1 II 7° of the French Monetary and Financial Code (hereinafter the **Service**).

The Company is as such authorised as a payment institution by the Autorité de Contrôle Prudentiel et de Résolution under number 16918. This license can be consulted in the register of financial agents on the [www.regafi.fr](http://www.regafi.fr) website.

The Company is a founder member of the France Fintech association, created in June 2015 to represent companies using innovative operational, technological or economic models with the aim of addressing existing or emerging problems within the financial services industry (more information is available at [www.francefintech.org](http://www.francefintech.org)), and of a group representing European bank aggregators (*European Account Information Services*).

You (the **User**) would like to sign up for the Service in order to initiate a payment order and allow a service provider with whom You have entered into a relationship can use the said Service to facilitate the provision of the services it provides to You. This service provider will therefore become a "*Third-party User*" within the meaning of Article 1 hereof.

The Company and You (referred to below as a **Party** or collectively as the **Parties**) have therefore agreed to the general conditions of subscription to the Bridge Service set out below (hereinafter, the **GCS**).

### 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.

**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 so they can offer the Service to Users.

<b>"Other Assets"</b>	Means all the financial assets, savings and banking products including credit facilities which can be placed in a bank account and which are not Payment Accounts.
<b>"Payment Account"</b>	Means any account held by a Payment Service Provider, as defined in Article L. 314-1 I of the French Monetary and Financial Code, which is used for the purpose of executing payment transactions.
<b>"Personal Data"</b>	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 within the meaning of Article 4.1 of Regulation (EU) No. 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
<b>"Service"</b>	Means together (i) a payment service within the meaning of Article L. 314-1 II 7° of the French Monetary and Financial Code and defined in Article D. 314-2 6° of the same code, consisting in initiating a payment order at the request of a User regarding a Payment Account held with a Payment Service Provider and (ii) the payment initiation service to Other Assets.
<b>"Payment Service Providers"</b>	Means the account servicing payment service providers authorised in a European Union Member State, which provide and manage Payment Accounts and Other Assets.
<b>"Third-party User(s)"</b>	Means the role of user of the Service expressly allocated to it by one of its customers who signs up for the Service (and who therefore becomes a User).
<b>"User"</b>	Means a natural or legal person who has entered into the GCS with the Company and appointed the Third-party User in such capacity.

### 2 PURPOSE

The GCS govern the subscription to the Service by the User.

### 3 SERVICE SUBSCRIPTION

You must accept the GCS before any use of the Service by the Third-party User(s) You have designated.

You can sign up for the Service via Bridge API accessible on the Third-party User's website or application.

You and the Company will enter into a contractual relationship upon validation of the subscription process.

You can unreservedly accept the GCS through a process designed to ensure its integrity. You are first informed in a precise and transparent manner about the service provided by Bridge as well as about the processing of your Personal Data by the information statement available [here](#).

You may then confirm your reading and acceptance by completing the subscription process in its entirety. All of the provisions of the GCS will be enforceable against You from this moment.

The GCS are available for downloading on a durable medium (in PDF format) during the subscription process or directly on the Company's website. They can be requested by email at the following address: [support@bridgeapi.io](mailto:support@bridgeapi.io).

When You subscribe to the Service on behalf of third parties (including legal entities), You certify on your honour that You have been duly authorised to do so and that You are empowered and have all the necessary authorisations to authorise the Company to provide You with the Service on the third-parties' behalf. In this context and for the purposes hereof, any reference to the User shall extend, by extension and in order to comply with the applicable legislation, to the person who authorised the User to act on its behalf. Therefore, the User fully warrants to hold harmless the Company against any consequence resulting from complaints from third-parties (including legal entities) about this authorisation and/or in the event of fraud by the User.

### 4 APPOINTMENT OF A THIRD-PARTY USER

You are informed that the Service is provided exclusively by the Company to the Third-party User that You have designated.

Depending on the service provided by the partner with whom You have entered into a business relationship, You may simultaneously appoint more than one Third-party User.

### 5 SERVICE DESCRIPTION

The Service enables You to initiate a payment order from a Payment Account to a beneficiary account.

The following information must be transmitted to the Payment Service Providers to enable payment initiation :

- the amount of the payment ;
- the label of the transfer;
- the recipient account of the payment (name and IBAN);
- the User's IBAN for certain Payment Service Providers located outside the French territory.

The Company has no access to the User's identification data to his banking space, which are directly entered by the User in the Payment Service Providers' system.

The Company informs You of the correct receipt of the payment initiation request by You or the Payment Service Provider.

Where applicable, the Company shall notify You of any refusal to initiate the payment order and the reason for such refusal, unless prohibited by law.

You are also invited to consult the payment transactions performed by the Payment Service Provider to ensure that the payment concerned has been correctly executed.

Some Payment Service Providers may apply additional charges in the case of instant payment initiation. These charges remain payable by the User if the User opts for this option.

Please be advised that if You wish to contest an unauthorised or incorrectly payment initiation initiated by the Company, You must contact the Payment Service Provider as soon as possible after becoming aware of the anomaly and no later than thirteen (13) months after the payment transaction has been recorded in the account.

### 6 WARRANTIES

When using the Service, the Company warrants that:

- the funds are not held at any time by the Company;
- the data of the User shall remain entirely secure and shall only be transmitted to the Payment Service Provider for the purposes of the relevant payment initiation request made;
- no data other than those necessary for the execution of the payment initiation request is requested from the User;
- the User's data is neither used, nor consulted or stored for purposes other than the payment initiation requested by the User.

The Company is bound by an obligation of result (obligation de résultat) with regard to the execution of payment initiation orders received from Users. In the event of poor execution of a payment initiation, causing direct and certain personal prejudice to the User, the User shall have the right to reimbursement, where applicable. In this case, Users must first contact the Payment Service Provider concerned, who may, if necessary, turn to the Company.

### 7 LIST OF ELIGIBLE PAYMENT SERVICE PROVIDERS

You acknowledge that the Service is available only for the Payment Service Providers listed by the Company, this list can be consulted directly from Bridge API.

The Company may decide, as of right and with no entitlement to compensation, to withdraw a Payment Service Provider from the list of eligible Payment Service Providers.

### 8 TERM

The GCS shall apply from the day they are accepted by You and for the duration of the execution of the Service by the Company.

### 9 AMENDMENT

The Company reserves the right to amend the GCS, in particular to adapt them to the evolutions of the Service or the evolution of the legislation and regulations in force.

The Company shall send You any new version of the GCS on a durable medium at least two (2) months before the date on which the amended GCS are due to take effect.

You will be deemed to have accepted the new version unless you notify the Company of the termination of the GCS before the effective date.

The relationship between the parties after the effective date will be governed by the new version of the GCS.

If You continue to use one of the Service after the amendment has taken effect and You do not terminate the GCS, the Company must not be held liable under any circumstances for any damage resulting from the modification of the GCS.

Should any applicable mandatory legislation or regulations be amended, the GCS will be unilaterally amended by the Company and the amended version will take effect without prior notice.

## 10 TERMINATION

### 10.1 Termination by the Company

The Company may terminate the GCS with at least two (2) months notice.

In case of legislative or regulatory evolutions that prevent the Company from continuing to provide the Service, the Company may terminate the GCS at any time and without notice.

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

- to suspend the Service. In this case, the access to the Service 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 terminate the GCS. This may include instances of misuse of the Service.

In any case, the Company immediately informs You of the termination of the GCS according to the contact modalities agreed between the Company and the Third-party User.

### 10.2 Termination by You

You may terminate the GCS, without charge and without notice, by accessing the Bridge API via the Third-party User's website or application or by contacting the Company's customer service by email at [support@bridgeapi.io](mailto:support@bridgeapi.io).

If the GCS are terminated by You, access to the Service will be immediately suspended and all data concerning the use of the Service will be destroyed on the date on which the GCS effectively end 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. This operation will be irreversible.

In any case, no refund or compensation of the User, for any reason whatsoever, shall be made.

## 11 FIGHT AGAINST MONEY LAUNDERING AND TERRORIST FINANCING

The Company is subject to regulatory obligations, as provided for in Articles L. 561-2 et seq. of the French Monetary and Financial Code, relating to the prevention of money laundering and the financing of terrorism.

Accordingly, the Company may request from the User, either directly or through the Third-Party User, any information and documents required at the commencement of the relationship and throughout the duration of the contractual relationship. In the event that the requested information and documents are not provided, the Company reserves the right to refuse to

provide the Service.

The Company may also terminate the General Terms and Conditions (GTC) without notice and with immediate effect, for any reason related to a risk or suspicion of money laundering and/or terrorist financing, without being required to provide justification, in accordance with applicable regulations.

The information and documents collected by the Company may be retained for a maximum period of five (5) years from the termination of the contractual relationship.

## 12 PROFESSIONAL SECRECY

In accordance with the provisions of Article L. 522-19 of the French Monetary and Financial Code, the Company is bound by 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 criminal proceedings.

Similarly, professional secrecy does not prevent the Company 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 Code and in particular to third parties with whom the Company has entered into service contracts with a view to entrusting them with important operational functions.

You have the option of relieving the Company 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.

## 13 PERSONAL DATA – CONFIDENTIALITY

The Company provides You with an information statement on the processing of your Personal Data during the subscription process to the Service, in accordance with the regulation in force (also available [here](#)).

You undertake to comply with the regulations concerning Personal Data. In particular, You assume responsibility for the preservation and confidentiality of your Personal Data, as well as all responsibility for the consequences of their possible disclosure to anyone.

## 14 SECURITY

You declare that You are familiar with the nature and technical characteristics of Internet and mobile telephone networks, and You accept their technical constraints and the response times necessary to access, retrieve or transfer data relating to the Service and the associated risks.

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

You agree not to do anything that might compromise the security of the Company's systems.

In the event of fraud, whether suspected or proven, You will be notified by means of information transmitted directly to the Company or to the Third Party User.

## 15 INTELLECTUAL PROPERTY

The Company is the exclusive owner of all the intellectual property rights in the Service, Bridge API, the associated brands and all their constituent parts, in compliance with the French Intellectual Property Code (*Code de la propriété intellectuelle*).

Subscribing to the Service does not grant You any proprietary rights to Bridge API or any of its constituent parts, which are and remain the Company's exclusive property.

You have no rights other than those granted hereunder. You are therefore not permitted to sell, lend, pledge, licence, market, adapt, modify, transform, decompile or internally develop Bridge API and/or any elements associated with the Service.

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.

## 16 NON-ASSIGNABILITY

You are not permitted to assign the GCS in whole or in part, for valuable consideration or without charge. Should You fail to comply with this prohibition, the GCS will be immediately terminated by the Company and You could be held liable.

## 17 CUSTOMER SERVICE - COMPLAINTS

If You have any questions, you may first contact the Third-party User's customer service department at the address provided to You. Secondly, You can contact the Company by email at [support@bridgeapi.io](mailto:support@bridgeapi.io).

In the event of a complaint, You may contact the Company by email at [support@bridgeapi.io](mailto:support@bridgeapi.io) or by post at its registered office: Perspecteev SAS, 4 rue de la Pierre Levée - 75011 Paris.

The Company acknowledges receipt of any request within ten (10) days, unless it has already responded to You within this timeframe. It shall use its best efforts to resolve any complaint within two (2) months of receipt thereof.

You will be informed at regular intervals of how your complaint is being processed.

If the Parties do not reach an agreement, You have the possibility to seize for free (in accordance with article L. 316-1 of the French Monetary and Financial Code) the mediator of the Association Française des Établissements de Paiement et de Monnaie Électronique (Afepame) at the following address :

The AFEPAME consumer mediator  
c/o CONCENTRIX GRAY  
Zac de Gray  
Impasse Clément Ader  
70100 Gray  
[contact@mediateur-consommation-afepame.fr](mailto:contact@mediateur-consommation-afepame.fr)

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 refer the matter to the competent court.

It is reminded that the recourse 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.

## 18 LIABILITY

### 18.1 The Company's liability

The Company is responsible for the provision of the Service; this constitutes an obligation to use its best efforts (*obligation de moyens*).

The Company's liability is limited solely to direct losses incurred by You when using the Service, to the exclusion of all other losses. You may not hold the Company liable under any circumstances for any indirect damage, including in particular loss of clients, lost profits, shortfalls in earnings or damage to your image.

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

The Company will not accept liability in the event the Service fails to satisfy your specific needs and requirements.

Neither the Company nor, as the case may be, its web hosts and technology providers, will be liable for any loss or damage You may incur originating from:

- your fault;
- your non-compliance with the GCS;
- access to your data or Personal Data by a third party authorised by yourself;
- your breach of the confidentiality of the data you have provided or your Personal Data;
- any fraudulent or abusive use of Bridge API by You;
- any processing carried out by the Third-party User in the context of the execution of the services it provides to you, which are distinct from the Service;
- any interruption in or failure of the Service due to the malfunctioning of the Internet network, the telecommunication network or the computing network;
- an inability to provide the Service due to the unavailability of a connection with the Payment Service Provider for reasons beyond the Company's control;
- any inaccuracy or non-conformity of the information, products, and other content, including the data you have provided.

### 18.2 Your liability

You undertake to use the Service in compliance with the GCS and in the applicable legislation and regulation.

Should You fail to comply with one or more of the provisions and/or requirements of the GCS, You may be held liable and You may be required to compensate the Company for the consequences of any complaint, legal action, lawsuit or judgment against it which is initiated by any third-party (including any persons on behalf of whom You are acting) on any grounds 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 GCS.

You are informed and expressly accept that You are personally liable for your use of the Service, 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 Service, and that You are fully liable for any damage or harm caused to your computer systems and/or mobile telephone system, and where applicable for any resulting loss of data.

#### **19 FEES**

The Company provides the Service free of charge to You.

#### **20 LANGUAGE**

The GCS were originally drafted in French. The language used between the Parties can be French or English.

#### **21 SEVERABILITY**

Should one or more provisions of the GCS be declared null and void, invalid or ineffective for any reason whatsoever, the others provisions not affected shall remain in full force and effect, except in the event of the nullity of one or more essential provisions of the GCS and/or the interdependence of the contractual provisions, which would lead to the nullity of all or part of the GCS.

#### **22 GOVERNING LAW – JURISDICTION**

The GCS and all matters relating to their performance or interpretation are governed by French law, irrespective of the place of performance of the resulting obligations.

The French courts shall have exclusive jurisdiction to hear any dispute which the Parties are unable to amicably resolve.

CGS effective July 7th, 2025.

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