

CONSUMER FINANCIAL PROTECTION BUREAU

Washington, DC 20552

In the Matter of Rocket Companies, Inc.

**Complaint and Request for Investigation, Injunction, and Other Relief**

**Submitted by**

**The Electronic Privacy Information Center (EPIC)**

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## I. Summary<sup>1</sup>

The financial technology (“fintech”) company Rocket Money advertises itself as a “free” money-saving app that employs exceptional privacy practices with regards to its users’ sensitive financial data.<sup>2</sup> However, the app’s use of dark patterns<sup>3</sup> to manipulate users into paying for its services and its misleading and dangerous handling of consumers’ financial data constitutes unfair, deceptive, and abusive practices, creating profit for Rocket Money at users’ expense.

Rocket Money violates Title X of the Dodd-Frank Act<sup>4</sup> by (A) using dark patterns to manipulate users into giving up private financial data without meaningful notice, (B) forcing users to link their bank accounts with Plaid, a known abuser of consumer data,<sup>5</sup> (C) deceiving users into paying for services that were marketed as free, (D) misrepresenting its data protection practices, (E) deceiving users into paying a higher fee for its service of negotiating users’ bills (“Bill Negotiation”), (F) charging an unfair and abusive fee for Bill Negotiation services, (G) perpetuating an abusive refund service for Bill Negotiation, and (H) not actually returning Bill Negotiation customers’ money.

Moreover, Rocket Money violates the Fair Credit Reporting Act (“FCRA”) by unaccountably collecting vast quantities of credit information about its users and sharing this information in ways likely to affect those users’ mortgage or loan outcomes. In this way, Rocket Money operates as a consumer reporting agency but fails to abide by the requirements for consumer reporting agencies set out in the FCRA. For example, it shares reports about its customers without having a “permissible purpose” to do so.<sup>6</sup> Rocket Money likewise obtains and

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<sup>1</sup> Counsel for EPIC wish to thank NYU Technology Law and Policy Clinic Student Advocates Molly Collett and Carmen Lyon for their contributions to this Complaint.

<sup>2</sup> Ex. 14, Welcome to Rocket Money Email.

<sup>3</sup> “Dark patterns” are “design practices that trick or manipulate users into making choices they would not otherwise have made and that may cause harm.” Fed. Trade Comm’n, *Bringing Dark Patterns to Light* (Sept. 2020), at 3, [https://www.ftc.gov/system/files/ftc\\_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf](https://www.ftc.gov/system/files/ftc_gov/pdf/P214800%20Dark%20Patterns%20Report%209.14.2022%20-%20FINAL.pdf). Dark patterns are also known as “manipulative design” or “deceptive design.”

<sup>4</sup> Title X of the Dodd-Frank Act, the Consumer Financial Protection Act, states that it is unlawful for any provider of consumer financial products or services or a service provider to engage in any “unfair, deceptive or abusive act or practice.”

<sup>5</sup> See, e.g., *In re Plaid Inc. Privacy Litig.*, No. 20-cv-3056 (N.D. Cal. 2021).

<sup>6</sup> 15 U.S.C. § 1681b (defining “permissible purpose”). See, *infra*, Section V.A.2 (Rocket Money’s Privacy Policy notes that “[the Rocket Family of Companies] share[s] personal information with third parties for their own services and marketing purposes, analytics, and in some cases to jointly market and provide products and services with third parties.” These are not “permissible purposes” per Section 604 of the FCRA).

uses its customers’ credit reports to engage in self-promotional marketing in further violation of the FCRA.<sup>7</sup>

Consumers from vulnerable populations are especially harmed by Rocket Money’s app. The fintech sector is uniquely attractive to younger consumers,<sup>8</sup> as well as to demographic groups that face higher barriers to entry in accessing traditional financial services.<sup>9</sup> Nationwide coverage of predatory fintech apps targeted at financially precarious individuals illustrates the broad geographic scope of the issues posed by these apps.<sup>10</sup> Rocket Money explicitly targets consumers who are seeking financial help. Ironically, Rocket Money’s unlawful practices threaten to inflict harm on those who need its help the most to pay their bills—young and/or low-income consumers.

## **II. Parties**

### **A. EPIC**

The Electronic Privacy Information Center (“EPIC”) is a public interest research center in Washington, D.C. EPIC was established in 1994 to secure the fundamental right to privacy in the digital age for all people through advocacy, research, and litigation. EPIC has played a leading

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<sup>7</sup> 15 U.S.C. § 1681b (“a person shall not use or obtain a consumer report for any purpose unless” the consumer report “is obtained for a purpose for which the consumer report is authorized to be furnished under [Section 604 of the FCRA]” and “the purpose is certified in accordance with FCRA section 607 by a prospective user of the report through a general or specific certification.”). *See, infra*, Section V.B.2 (Rocket Money’s Terms of Service uses and obtains consumer reports in order to make “recommendations regarding financial products and services that may be of interest to [Rocket Money users].” Obtaining and using consumer reports for the purpose of targeted marketing violates Section 604(f) of the FCRA).

<sup>8</sup> Nikhil Lele and Rob Mannamkery, *How financial institutions can win the battle for trust*, ERNST & YOUNG (2021), [https://www.ey.com/en\\_us/nextwave-financial-services/how-financial-institutions-can-win-the-battle-for-trust](https://www.ey.com/en_us/nextwave-financial-services/how-financial-institutions-can-win-the-battle-for-trust).

<sup>9</sup> Kristen Broady, Mac McComas, and Amine Ouazad, *An analysis of financial institutions in Black-majority communities: Black borrowers and depositors face considerable challenges in accessing banking services*, BROOKINGS INST. (2021), <https://www.brookings.edu/research/an-analysis-of-financial-institutions-in-black-majority-communities-black-borrowers-and-depositors-face-considerable-challenges-in-accessing-banking-services/> (“during the pandemic, Black-owned businesses were 12 percentage points more likely to obtain PPP loans from fintech lenders, while small banks were much less likely to lend to Black businesses”)

<sup>10</sup> *See, e.g.*, Alex Gaily, *Why You Shouldn’t Lean on Cash Advance Apps When You’re Short on Money*, TIME, Jan. 6, 2021. (New York Department of Financial Services investigation found that certain cash advance apps take advantage of financially vulnerable consumers, by “collect[ing] usurious or otherwise unlawful interest rates in the guise of ‘tips,’ monthly membership and/or exorbitant additional fees, and may force improper overdraft charges on vulnerable low-income consumers.”).

role in developing the authority of the consumer protection agencies to address emerging privacy issues and to safeguard the privacy rights of consumers.<sup>11</sup>

## B. CFPB

The Consumer Financial Protection Bureau (“CFPB”) is an agency of the United States government given statutory authority and responsibility by, *inter alia*, the Dodd-Frank Act.<sup>12</sup> Congress has tasked the CFPB with ensuring that markets for consumer financial products and services are fair, transparent, and competitive. CFPB Commissioner Rohit Chopra has recognized the need for the CFPB to investigate nonbank financial firms, such as fintech companies, noting that the CFPB will exercise its authority to “move as quickly as the market, allowing us to conduct examinations of financial companies posing risks to consumers and stop harm before it spreads.”<sup>13</sup>

## C. Rocket Companies

Rocket Companies is a Delaware company headquartered in Detroit, Michigan. Rocket Companies consists of a portfolio of fintech firms, providing “digital solutions for complex transactions.”<sup>14</sup> In 2021, Rocket Companies acquired Rocket Money (formerly known as Truebill) for \$1.275 billion, thus adding it to its portfolio of fintech services, including Rocket

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<sup>11</sup> See, e.g., Comments of EPIC, In re Unrollme, Inc., FTC File No. 1723139 (Sept. 19, 2019), <https://epic.org/apa/comments/EPIC-FTC-Unrollme-Sept2019.pdf>; Comments of EPIC, In re Aleksandr Kogan and Alexander Nix, FTC File No. 182 3106 & 1823107 (Sept. 3, 2019), <https://epic.org/apa/comments/EPIC-FTC-CambridgeAnalytica-Sept2019.pdf>; Comments of EPIC, Standards for Safeguarding Customer Information, FTC Document No. 2019-10910 (Aug. 1, 2019), <https://epic.org/apa/comments/EPIC-FTC-Safeguards-Aug2019.pdf>; In re Zoom Video Commc’ns, Inc. (Complaint, Request for Investigation, Injunction, and Other Relief), July 11, 2019, <https://epic.org/privacy/ftc/zoomEPIC-FTC-Complaint-In-re-Zoom-7-19.pdf>; Comments of EPIC, In re Uber Technologies, Inc., FTC, Docket No. 152-3054 (May 14, 2018), <https://epic.org/apa/comments/EPIC-FTC-Revised-Uber-Settlement.pdf>; Comments of EPIC, In re Paypal, Inc. FTC File No. 162-3102, (Mar. 29, 2018), <https://epic.org/apa/comments/EPIC-FTC-PayPal-ConsentOrder.pdf>; In re Google Inc. (Complaint, Request for Investigation, Injunction, and Other Relief), July 31, 2017, <https://www.epic.org/privacy/ftc/google/EPIC-FTC-Google-Purchase-Tracking-Complaint.pdf>; In re Genesis Toys and Nuance Communications (Complaint and Request for Investigation, Injunction, and Other Relief), Dec. 6, 2016, <https://epic.org/privacy/kids/EPIC-IPR-FTC-Genesis-Complaint.pdf>.

<sup>12</sup> The Bureau is charged, *inter alia*, with enforcing Section 1036(a)(1)(B) of the Consumer Financial Protection Act, which prohibits any provider of consumer financial products or services from engaging in unfair and deceptive acts or practices; and the FCRA, which imposes duties upon consumer reporting agencies.

<sup>13</sup><https://www.consumerfinance.gov/about-us/newsroom/cfpb-invokes-dormant-authority-to-examine-nonbank-companies-posing-risks-to-consumers/>

<sup>14</sup> <https://www.rocketcompanies.com/who-we-are/about-us/>.

Mortgage, Rocket Homes, and Rocket Auto.<sup>15</sup> Rocket Companies and its subsidiaries have been the subject of numerous lawsuits alleging violations of consumer protection laws.<sup>16</sup>

#### **D. Rocket Money (formerly known as Truebill)**

Rocket Money is a Rocket Companies subsidiary chartered in Delaware and headquartered in Silver Spring, Maryland. Rocket Money is a financial services app that provides bill negotiation, budgeting, automated savings, and credit score services. As of December 2022, Rocket Money self-reports that it has over 3.4 million members.<sup>17</sup>

#### **E. Plaid**

Plaid is a Delaware company that is headquartered in San Francisco, California. Rocket Money works with Plaid, a third-party service, to interface with financial institutions in its users' stead. When a new user wants to create a Rocket Money account, they are first required to link their checking and credit card accounts to Rocket Money via Plaid.<sup>18</sup> Users connect their banking accounts by giving Plaid their bank login information, and Plaid then gives Rocket Money access to users' transaction history and other banking information.

Plaid has faced legal scrutiny recently for alleged invasion of privacy, intrusion into private affairs, and unjust enrichment.<sup>19</sup> Plaid reached a \$58 million class action settlement with additional injunctive relief.<sup>20</sup>

### **III. CFPB's Authority Over Fintech**

The CFPB has enforcement authority under the Dodd-Frank Act over unfair, deceptive, or abusive practices perpetuated by consumer financial services.<sup>21</sup> The Act also grants the CFPB rulemaking authority and supervisory authority for detecting and assessing risks to consumers.<sup>22</sup>

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<sup>15</sup> Press Release, Rocket Companies, *Rocket Companies to Acquire Truebill, Adding Rapidly Expanding Financial Empowerment FinTech to the Rocket Platform* (Dec. 20, 2021), <https://ir.rocketcompanies.com/news-and-events/press-releases/press-release-details/2021/Rocket-Companies-to-Acquire-Truebill-Adding-Rapidly-Expanding-Financial-Empowerment-FinTech-to-the-Rocket-Platform/default.aspx> (last accessed Oct. 13, 2022).

<sup>16</sup> See, e.g., *Romero v. Rocket Mortgage, LLC*, 22-cv-01323 (C.D. Cal. 2022) (accusing Rocket Mortgage of placing unlawful telemarketing calls and text messages to consumers' cell phones without first securing their consent to be contacted); *Doris Shenwick Trust v. Rocket Cos.*, No. 2021-0780 (Del. Ch. Sept. 9, 2021) (accusing Rocket Companies founder, Daniel Gilbert, of using non-public information to sell \$500M in shares).

<sup>17</sup> Ex. 1 (Rocket Money on the App Store).

<sup>18</sup> See Ex. 2, 3, 4 (Rocket Money Onboarding 3, 4, 5)

<sup>19</sup> *In re Plaid Inc. Privacy Litig.*, No. 20-cv-3056 (N.D. Cal. 2021).

<sup>20</sup> *Id.*

<sup>21</sup> CFPB Unfair Deceptive Abusive Acts Practices UDAAPS Procedures (March 2022).

<sup>22</sup> *Id.*

In 2022, the CFPB announced that it will exercise increased authority under the Dodd-Frank Act over certain “nonbanks,” also known as “fintechs.”<sup>23</sup> Fintech, a portmanteau of the words “financial technology,” refers to a fast-growing sector of companies that use new technologies to compete with traditional financial services firms to assist users in achieving their financial goals. Rocket Money is a clear example of “fintech,” and the CFPB is able to exert authority over the app through the authority granted to the CFPB by Congress.

The CFPB has authority to interpret and enforce the FCRA, including under section 1022(b)(1) of the Dodd-Frank Act,<sup>24</sup> which authorizes guidance as necessary or appropriate to enable the Bureau to administer and carry out the purposes and objectives of federal consumer financial laws.<sup>25</sup> The United States Court of Appeals for the First Circuit described the CFPB recently as “the principal enforcer of the FCRA.”<sup>26</sup>

#### **IV. Rocket Money Engages in Unfair, Deceptive, and Abusive Trade Practices in Violation of Federal Consumer Protection Law.**

In today’s increasingly digital world, it should be no surprise that the majority of people in the United States use some type of digital banking app.<sup>27</sup> One type is budgeting apps, which often trade on the promise of saving its users money by providing spending insights, budgeting tips, and other services. Rocket Money is one such budgeting app that promises to “empower [consumers] to save more, spend less, see everything, and take back control of your financial life.”<sup>28</sup>

The reality of Rocket Money is very different, however. Throughout the marketing and distribution of its app and other services, Rocket Money engages in unfair, deceptive, and abusive practices that harm consumers.<sup>29</sup> Specifically, Rocket Money (A) uses dark patterns to deceive users into giving up private financial data without meaningful notice, (B) forces users to link their bank accounts with Plaid, a known abuser of consumer data, (C) deceives users into

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<sup>23</sup> *CFPB Invokes Dormant Authority to Examine Nonbank Companies Posing Risks to Consumers* (Apr. 25, 2022), <https://www.consumerfinance.gov/about-us/newsroom/cfpb-invokes-dormant-authority-to-examine-nonbank-companies-posing-risks-to-consumers/>.

<sup>24</sup> Pub. L. 111-203, 124 Stat. 1376 (2010).

<sup>25</sup> 12 U.S.C. 5512(b)(1).

<sup>26</sup> *McIntyre v. RentGrow, Inc.*, 34 F.4th 87, 90 (1st Cir. 2022).

<sup>27</sup> According to one study, 65.3% of people in the United States use digital banking in 2022. Accenture & eMarketer, *Share of population using digital banking in the United States from 2018 to 2022*, Statista, <https://www.statista.com/statistics/946109/digital-banking-users-usa/> (last visited October 23, 2022).

<sup>28</sup> Ex. 5 (Rocket Money Home Page)

<sup>29</sup> Title X of the Dodd-Frank Act, the Consumer Financial Protection Act, states that it is unlawful for any provider of consumer financial products or services or a service provider to engage in any “unfair, deceptive or abusive act or practice.” While the elements for each type of illegal act are different, facts relevant to unfairness and deception claims frequently overlap.

paying for services that were marketed as free, (D) falsely advertises its data protection practices, (E) deceives users into paying a higher fee for Bill Negotiation services, (F) charges an unfair and abusive fee for Bill Negotiation services, (G) perpetuates an abusive refund service for Bill Negotiation, and (H) does not actually return Bill Negotiation customers' money.

Rocket Money violates Section 1036(a)(1)(B) of the Consumer Financial Protection Act<sup>30</sup> because of these unfair, deceptive, and abusive practices.

#### **A. Rocket Money Uses Dark Patterns to Deceive Consumers Into Giving Up Their Private Financial Data Without the Complete Knowledge of the Cost of Services.**

1. Users Only Discover That Rocket Money Services Are Costly *After* Linking Their Bank Accounts.

Rocket Money lists itself as free to download on its home page, enticing users to sign up for its advertised budget-helping services.<sup>31</sup> Because of the order of these screens during the onboarding process, users only discover the price of most of the Rocket Money services *after* they have already linked their bank accounts and allowed Rocket Money access to their sensitive financial data.

After downloading the app, users begin the sign-up process for Rocket Money by first entering their personal information and linking to their bank accounts via Plaid.

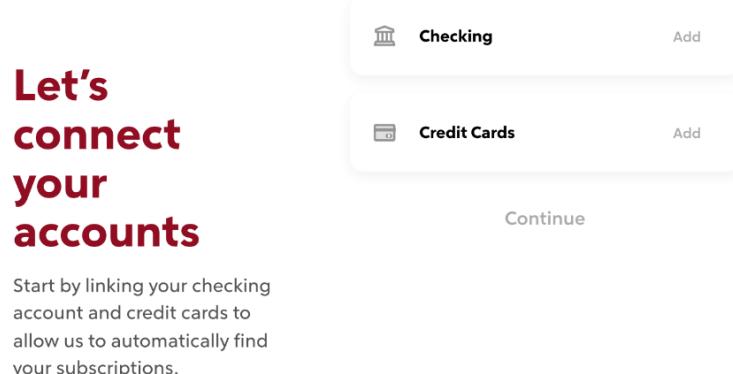


Figure A.<sup>32</sup>

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<sup>30</sup> 12 U.S.C. § 5536(a)(1)(B).

<sup>31</sup> Ex. 5 (Rocket Money Home Page) (“Download Rocket Money for free on the iOS and Google Play stores – or sign up online today.”).

<sup>32</sup> Portion of the web pages also shown in Ex. 2 (Rocket Money Onboarding 3).

Once users have successfully linked checking and credit card accounts to Rocket Money, they are directed to the payment page and instructed to “pay what [they] think is fair.”

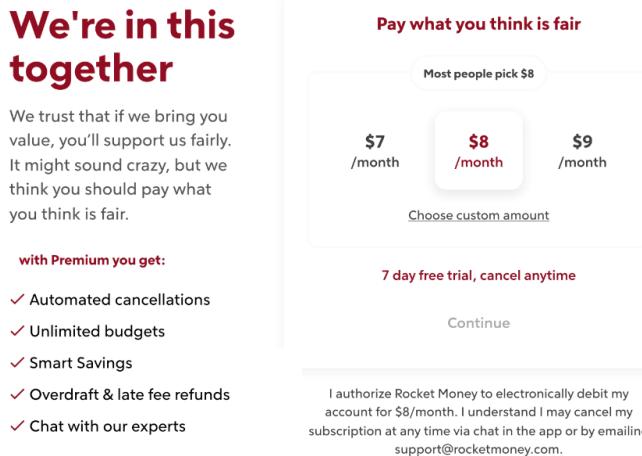


Figure B.<sup>33</sup>

It is on this page that users first learn that many of Rocket Money’s advertised features (such as subscription cancellation) are paid premium features.<sup>34</sup>

## 2. The Bait-And-Switch Nature of the Onboarding Process Is Unfair to Users.

Rocket Money profits off of users’ personal financial data,<sup>35</sup> and it collects such data prior to users having the necessary information to decide whether they want to turn over their data. Rocket Money lists itself as free to download on its home page, where it also lists its most attractive features, such as subscription tracking/cancellation, full credit reports, and budget creation.<sup>36</sup> All of these services are only available with a paid subscription, which is not conveyed to the user until *after* they sign up for Rocket Money.

The CFPB has determined that a representation, omission, act, or practice is unfair when users experience (1) substantial injury, (2) that is not reasonably avoidable, and (3) that is not outweighed by benefits to consumers or to competition.<sup>37</sup> Monetary harms are automatically a

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<sup>33</sup> Portion of the web pages also shown in Ex. 6 (Rocket Money Onboarding 9).

<sup>34</sup> Ex. 6 (Rocket Money Onboarding 9).

<sup>35</sup> See Section IV(B) of this Complaint.

<sup>36</sup> Ex. 5 (Rocket Money Home Page) (“Download Rocket Money for free on the iOS and Google Play stores – or sign up online today.”).

<sup>37</sup> CFPB *Unfair Deceptive Abusive Acts Practices UDAAPS Procedures* at 1-3 (March 2022).

substantial injury, and a practice that causes a small amount of harm to a large number of people may be deemed to cause substantial injury.<sup>38</sup>

Rocket Money requires consumers to disclose sensitive financial data prior to learning that services originally believed to be free actually require a paid premium subscription to Rocket Money. The sequence by which Rocket Money collects user data and discloses material information during the onboarding process is an unfair practice: (1) users experience a substantial injury because private financial information is used as a type of “payment”; (2) users cannot reasonably avoid the substantial injury because of the sequence of steps during the Rocket Money onboarding process, and (3) users’ economic injury is not outweighed by benefits to consumers or to competition. Consumers receive no benefit from this practice, as many may stop the onboarding process once they realize the price of Rocket Money’s services, which can only occur after the linking of their bank accounts and subsequent disclosure of their financial information.

The injury caused to users by this bait-and-switch is substantial. Users either feel obligated to pay for services that they thought would be free because they have already turned over their financial data, or users turn over their financial data and do not receive any of the purported services in return. In other words, while *some* users might choose to pay for premium services they first considered to be free, all users have to give Rocket Money their bank information to get to the deciding stage; Rocket Money’s solicitation of their sensitive financial data before providing any service causes the substantial injury.

Additionally, first-time users of Rocket Money may not reasonably avoid either injury, as they did not receive the necessary information from Rocket Money to be able to compare available alternatives. They did not know that they would need to pay money for Rocket Money’s best services until after they had given up their financial data.

Finally, there are no consumer benefits that outweigh the costs of Rocket Money’s bait-and-switch scheme. Many consumers may stop the onboarding procedure altogether once they realize that most of Rocket Money’s advertised services require a monthly or annual fee. If this is the case, consumers have essentially given away their private financial data without receiving anything in return. There are no benefits to competition that could not be achieved through other, fairer means.

Rocket Money would not incur any substantial costs in order to correct this practice—it would simply need to switch the order of payment and disclosure of personal financial data in its

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<sup>38</sup> FTC Policy Statement on Unfairness, 104 F.T.C. 949, 1070 (1984); A federal district court has upheld and applied the CFPB’s three articulated elements of an “unfair practice.” *Illinois v. Alta Colls., Inc.*, No. 14 C 3786, 2014 U.S. Dist. LEXIS 123053, at \*12-13 (N.D. Ill. Sep. 4, 2014).

onboarding process. Users could first indicate whether they sought free or premium services, and then proceed to provide their sensitive financial information only if required to receive their selected service(s).

## **B. Rocket Money Forces Users To Link Their Bank Accounts with Plaid, Inc., a Known Abuser of Consumer Data.**

### **1. Rocket Money Users Must Link Their Bank Accounts with Plaid During Onboarding.**

As discussed above, in order to access Rocket Money’s services, users must link their bank account via Plaid. Rocket Money presents users with a screen that informs users “Rocket Money uses Plaid to connect your account” and reassures users that “[their] data belongs to [them]. Plaid doesn’t sell personal info, and will only use it with your permission.”<sup>39</sup> What is not communicated to users, however, is that Plaid operates as a data aggregator and data brokerage company that has monetized consumers’ data. In August 2021, Plaid paid \$58 million to settle a data privacy class action lawsuit that alleged the aggregator scraped financial and personal information from apps that used the company’s software, without consumers’ knowledge or consent.<sup>40</sup>

Moreover, the assurance that “Plaid doesn’t sell personal info” does not account for a carveout in Plaid’s Privacy Policy that allows for Plaid to share users’ information “[i]n connection with a change in ownership or control of all or a part of our business (such as a merger, acquisition … ).”<sup>41</sup> Plaid has already considered such a merger: in 2020, it agreed to be purchased by Visa Inc. for \$5.3 billion<sup>42</sup> in a transaction that would have allowed Visa to purchase the transactional data of millions of consumers.<sup>43</sup> The parties only abandoned the deal after the Department of Justice brought an antitrust lawsuit.<sup>44</sup>

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<sup>39</sup> Ex. 3 (Rocket Money Onboarding 4).

<sup>40</sup> *Cottle v. Plaid Inc.*, 20-cv-3056 (N.D. Cal.). The settlement also included injunctive relief, with Plaid agreeing to change the design of its standard interface, make “more fulsome” disclosures to consumers, and delete transactional banking data for consumers whose third-party apps did not request that data. Jake Holland, *Plaid Agrees to Pay \$58 Million to Settle Data Privacy Suit*, Bloomberg (Aug. 9, 2021).

<sup>41</sup> Ex. 7 (Plaid Privacy Policy).

<sup>42</sup> Press Release, Visa, Inc., *Visa to Acquire Plaid* (Jan. 13, 2020), <https://usa.visa.com/about-visa/newsroom/press-releases.releaseId.16856.html#:~:text=Visa%20will%20pay%20total%20purchase,%2C%20Chime%2C%20Transfe~rwise%20and%20Venmo>.

<sup>43</sup> Bennett Cyphers, *Visa Wants to Buy Plaid, and With It, Transaction Data for Millions of People*, ELECTRONIC FRONTIER FOUNDATION (Nov. 25, 2020).

<sup>44</sup> Brent Kendall, AnnaMaria Andriotis and Peter Rudgeair, *Visa Abandons Planned Acquisition of Plaid After DOJ Challenge*, WALL ST. J. (Jan. 12, 2021).

## 2. Forcing Users to Link Their Bank Accounts with Plaid, Inc. Is an Abusive Practice.

The CFPB has determined that an act or practice is abusive when it “(1) [m]aterially interferes with the ability of a consumer to understand a term or condition of a consumer financial product or service or (2) [t]akes unreasonable advantage of: (a) A lack of understanding on the part of the consumer of the material risks, costs, or conditions of the product or service; (b) The inability of the consumer to protect its interests in selecting or using a consumer financial product or service; or (c) The reasonable reliance by the consumer on a covered person to act in the interests of the consumer.”<sup>45</sup>

Rocket Money meets the second prong of the abusive analysis by taking unreasonable advantage of both (i) a lack of understanding on the part of the consumer of the material risks, costs, or conditions of the product or service and (ii) the reasonable reliance by the consumer on a covered person to act in the interests of the consumer. By giving users no other option than to link their bank accounts via Plaid, a data aggregator that has a history of abusing access to users’ financial data, Rocket Money is taking unreasonable advantage of lack of understanding on the part of the consumer of the material risks, costs, or conditions of the service. Moreover, Rocket Money is taking advantage of the reasonable reliance by consumers on the assumption that Rocket Money will act in their interests. By seeking to reassure consumers that “Your data belongs to you,” Rocket Money is encouraging consumers to trust that Rocket Money is acting in their interests.

## C. Rocket Money Uses Dark Patterns To Deceive Users into Paying for Services Advertised As Free.

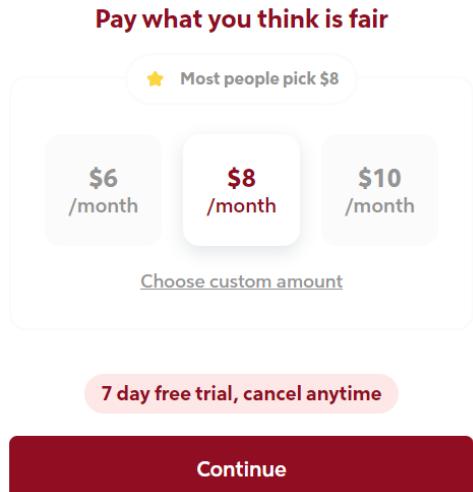
### 1. Rocket Money Hides Access to the “\$0” Payment Option During the Sign-Up Process.

After being required to grant access to hand their private financial data via Plaid, Rocket Money’s onboarding process directs users to a page that encourages them to support the company by paying what they “think is fair.”<sup>46</sup> This payment page is a chokepoint because users are unable to continue in the sign-up procedure without clicking through it. This initial payment page does not provide users with a clear way to access the free services that Rocket Money previously advertised:

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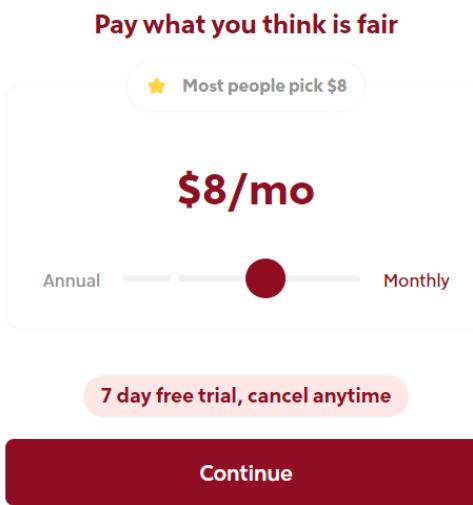
<sup>45</sup> CFPB *Unfair Deceptive Abusive Acts Practices UDAAPS Procedures* at 9 (March 2022).

<sup>46</sup> Ex. 6 (Rocket Money Onboarding 9).



*Figure C.<sup>47</sup>*

Consumers who click “Choose custom amount”—displayed in a smaller, grayed-out font—to look for the free service options are led to a page with a sliding scale where Rocket Money directs them to select a monthly rate for premium services.



*Figure D.<sup>48</sup>*

<sup>47</sup> Portion of the interface also shown in Ex. 6 (Rocket Money Onboarding 9).

<sup>48</sup> Portion of the interface also shown in Ex. 8 (Rocket Money Onboarding 9.2).

The scale is preset to \$8 and nudges users with the statement that “most people pick \$8.”<sup>49</sup> There is no clear way to access the free services, as the terms “free” or “\$0” do not appear anywhere on the page.

Even if users continue to try and discover how to access Rocket Money’s free services, Rocket Money’s manipulative design discourages users from paying nothing. If a user slides the scale all the way down to left, the monetary amount displayed will drop to \$0, but this triggers yet another manipulative aspect of the app.

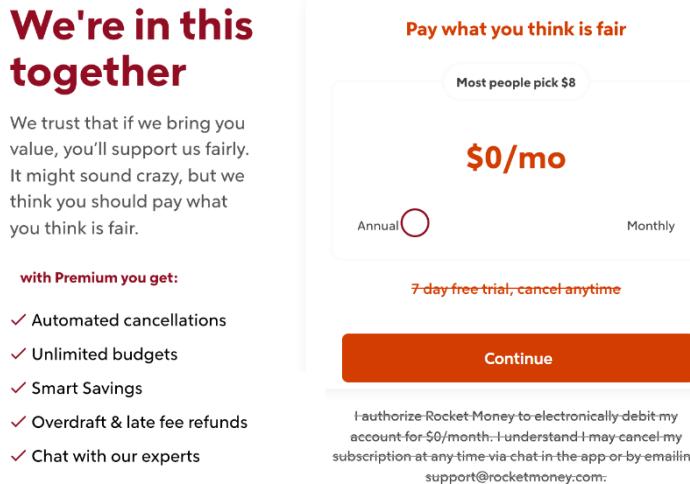


Figure E.<sup>50</sup>

As you can see from Figure E, when the scale is set at \$0, the font color on the page changes from dark red to bright red. Behavioral researchers have proven that even a brief glimpse of bright red triggers avoidance tendencies when someone is trying to achieve something (such as completing a puzzle or going through a tricky app sign-up procedure).<sup>51</sup> In addition to the color change on the Rocket Money page, multiple lines of text become crossed out.<sup>52</sup>

If users click “continue” after selecting \$0 on the sliding scale, Rocket Money directs them to another page that says “We understand,” followed by further explanation designed to

<sup>49</sup> Ex. 9 (Rocket Money Onboarding 9.4).

<sup>50</sup> Portion of the interface also shown in Ex. 10 (Rocket Money Onboarding 9.1).

<sup>51</sup> A. J. Elliot & M. A. Maier, *Color and Psychological Functioning*, 16 Current Directions in Psychological Science 250 (2007) (<https://doi.org/10.1111/j.1467-8721.2007.00514.x>).

<sup>52</sup> Ex. 10 (Rocket Money Onboarding 9.1).

play on users' guilt.<sup>53</sup> Even though users have already selected \$0, they are confronted with a dark red box labeled "Choose a price," as if their prior selection was invalid."<sup>54</sup> Instead of giving users access to the free services they are seeking, clicking on the dark red box leads users to the previously seen sliding scale to sign up to pay for premium.<sup>55</sup> The button to move on to the next page without signing up for premium is in a less attractive white transparent box with black lettering that ambiguously suggests the user is "skipping" something important and must come back later to attend to it.<sup>56</sup> Additionally, there is crossed out language below both of the buttons that may be confusing to users, as the language is still legible and illogical.<sup>57</sup>

#### We understand

We understand you aren't ready to pay for Rocket Money Premium. That's ok, we're hopeful that you'll choose to support us once you see how useful Rocket Money can be.

In the meantime, you can still enjoy Rocket Money and take advantage of our app and bill negotiation services.

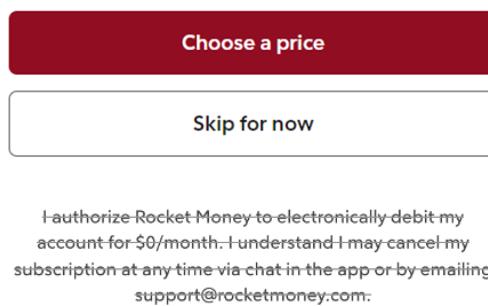


Figure F.<sup>58</sup>

Rocket Money also deceives consumers who decide to pay but choose to pay less than \$5/month for the app. If users select the \$5/month subscription fee, Rocket Money charges them \$5/month. However, if users select a lesser option on the sliding scale,<sup>59</sup> Rocket Money will actually charge the user a lump annual sum immediately, as opposed to a smaller monthly sum. For example, if a user selects \$4, they will be immediately charged \$48 (\$4 over 12 months), but

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<sup>53</sup> See Paul Mills & Christopher Groening, *The role of social acceptability and guilt in unethical consumer behavior: Following the crowd or their own moral compass?*, 136 Journal of Business Research 377 (2021) ("[B]uyers who are more prone to experience guilt, pay higher prices.").

<sup>54</sup> Ex. 11 (Rocket Money Onboarding 10).

<sup>55</sup> Ex. 9 (Rocket Money Onboarding 9.4).

<sup>56</sup> Ex. 11 (Rocket Money Onboarding 10).

<sup>57</sup> What does it mean to electronically debit an account for \$0/month?

<sup>58</sup> Portion of the interface also shown in Ex. 11 (Rocket Money Onboarding 10).

<sup>59</sup> The user is not able to select \$1 or \$2 on the scale.

if they select \$5, then the user would only be immediately charged a \$5 fee. This pay structure is explained to the user in a light gray font below the selection window.<sup>60</sup>

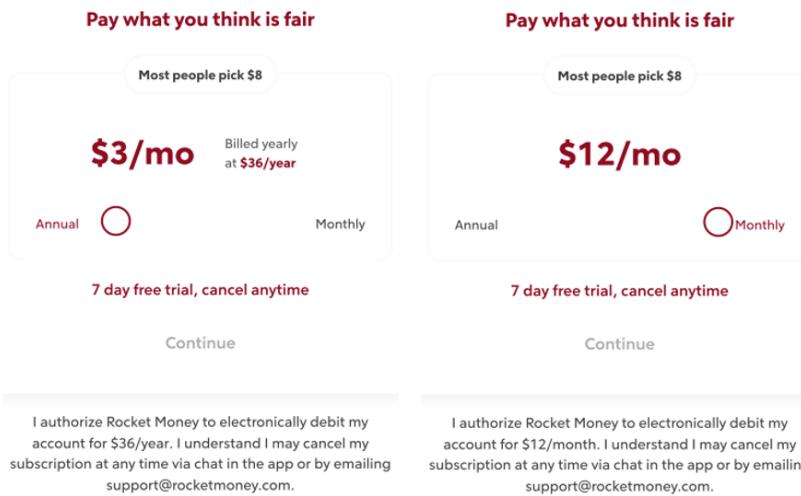


Figure F.<sup>61</sup>

Many users presumably subscribe to Rocket Money because they are struggling to afford their monthly subscription fees. Charging them a lump annual sum immediately when users choose to pay a lower monthly amount may prove to be extremely burdensome.

## 2. It Is a Deceptive Practice to Use Dark Patterns To Hide “Free” Services.

The CFPB has determined that a representation, omission, act, or practice is deceptive when (1) the representation, omission, act, or practice misleads or is likely to mislead the consumer; (2) the consumer’s interpretation of the representation, omission, act, or practice is reasonable under the circumstances; and (3) the misleading representation, omission, act, or practice is material.<sup>62</sup> Federal courts have upheld the CFPB’s definition and articulation of the elements of a deceptive practice.<sup>63</sup>

The design of Rocket Money’s website and app is deceptive because it hides access to free services and forces users who are seeking to use the app for free to confront numerous dark

<sup>60</sup> Ex. 12 (Rocket Money Onboarding 9.3); Ex. 8 (Rocket Money Onboarding 9.2); Ex. 13 (How much does Rocket Money cost).

<sup>61</sup> Portion of the interface also shown in Ex. 8, 12 (Rocket Money Onboarding 9.2, 9.3).

<sup>62</sup> *CFPB Unfair Deceptive Abusive Acts Practices UDAAPS Procedures* at 5-6 (March 2022).

<sup>63</sup> *Consumer Fin. Prot. Bureau v. Ocwen Fin. Corp.*, No. 17-80495-CIV, 2019 U.S. Dist. LEXIS 152336, at \*51 (S.D. Fla. Sep. 5, 2019) (“While the CFPA never defines a deceptive practice, courts have ruled that it holds the same meaning as under the Federal Trade Commission Act: that the act or practice is ‘material,’ if it ‘misleads or is likely to mislead the consumer,’ and ‘[t]he consumer’s interpretation of the act or practice is reasonable under the circumstances.’”)

pattern attempts to make them pay a fee. The onboarding process is so misleading that reasonable consumers are likely to interpret the app interface to conclude free services are either unavailable or that they somehow do not qualify for them. The result of this misinterpretation is a monetary loss suffered by the user, and it is therefore clearly a material misrepresentation.

The CFPB evaluates a practice under the first element with the “four Ps” test: prominence (Is the statement prominent enough for the consumer to notice?), presentation (Is the information presented in an easy-to-understand format that does not contradict other information in the package and at a time when the consumer’s attention is not distracted elsewhere?), placement (Is the placement of the information in a location where consumers can be expected to look or hear?), and proximity (Is the information in close proximity to the claim it qualifies?).<sup>64</sup>

First, the link that users need to click in order to move from the first screen to the second screen is not prominent by any means—it is light gray and in a much smaller font than the other font displayed.<sup>65</sup> Second, the information on how to access the free services is not presented in an easy to understand format. Users must click to the next screen, and even on this next screen, there is no indication that the scale slides to \$0.<sup>66</sup> Users must drag the scale themselves, *then* click through another screen designed to guilt them into reconsidering. These facts also speak to the third factor, as the placement of the information on how to access free services is not on the original payment screen, and it is therefore not in a location where users can be expected to look. Fourth, the statements made by Rocket Money about its free services are not in close proximity to the payment screens, as Rocket Money claims on its homepage that its services are free but does not present this information anywhere during its onboarding process. Rocket Money markets its services as “free,” but the onboarding process does not provide users a clear way to access the free services. Users must struggle through obscured links and multiple pages and interactions before ever seeing the “\$0” option.<sup>67</sup> After the long search for the free option, users must face bold red buttons and guilt-inducing text designed to prevent them from finishing the process of obtaining Rocket Money’s services for free.<sup>68</sup>

With regards to the second element, the CFPB analyzes how a reasonable member of the target audience would interpret the representation to determine whether the presentation is misleading. In this case, a user concluding that they have to pay for Rocket Money’s services (which were previously described as free) is a reasonable interpretation to arrive based on the onboarding process. A “significant minority” of consumers are reasonably misled by Rocket

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<sup>64</sup> *Id.*

<sup>65</sup> See Figure C.

<sup>66</sup> See Figure D.

<sup>67</sup> The phrase is “Choose Custom Amount.” See Ex. 6 (Rocket Money Onboarding 9).

<sup>68</sup> Ex. 11 (Rocket Money Onboarding 10); Ex. 9 (Rocket Money Onboarding 9.4).

Money's misleading app design.<sup>69</sup> Consumers who sign up for Rocket Money expecting free services may end up paying a monthly or annual fee when they would have preferred not to pay.<sup>70</sup>

The third element is whether the misrepresentation made to the users is material. For the third element, the CFPB considers a practice material if it is likely to affect a consumer's choice of, or conduct regarding, the product or service. In this case, Rocket Money's misrepresentation leads to users paying for a service that they otherwise would not have paid for. Economic harm like this is routinely considered material.<sup>71</sup>

Rocket Money's onboarding process misleads consumers seeking to enjoy the free services Rocket Money advertises and is a deceptive practice under the Dodd-Frank Act. The CFPB should investigate this harmful practice and seek injunctive relief to end it.

#### **D. Rocket Money's Makes False Promises Regarding User Data Privacy.**

##### **1. Rocket Money Promises To Protect Users' Financial Data Privacy But Sells Their Data to Third Parties.**

Many fintech consumers are concerned with the security of their data, given the sensitivity of the financial information they share with such apps.<sup>72</sup> Rocket Money exploits this well-founded concern by repeatedly assuring its users that their data will not be sold to or used by third parties.

Rocket Money advertises its data privacy practices to consumers before they sign up for the service. On Rocket Money's website, a consumer-facing web page titled "We're committed to your security" makes the following guarantee: "Your financial data on our servers will *never be accessed or used by any other party.*"<sup>73</sup> Likewise, the very first email that Rocket Money users receive upon signing up for the service welcoming them to the app assures users that "We [Rocket Money] take security very seriously. Like the most seriously. Rocket Money uses the best encryption in the business to keep your data safe. And *unlike other finance apps, we'll never*

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<sup>69</sup> CFPB Unfair Deceptive Abusive Acts Practices UDAAPS Procedures at 6 (March 2022).

<sup>70</sup> The Ways To Wealth, an independent personal finance website, reviewed Rocket Money and—despite giving it a high rating—referred to Rocket Money's pricing structure as "complex" and "confusing," also calling it "the source of a lot of confusion and complaints." R.J. Weiss, *7 Things To Know Before Signing Up For Rocket Money*, The Ways to Wealth (Aug. 20, 2022) (<https://www.thewaystowealth.com/reviews/rocket-money-review/>).

<sup>71</sup> CFPB Unfair Deceptive Abusive Acts Practices UDAAPS Procedures at 4 (March 2022).

<sup>72</sup> 2021 Consumer Survey: Data Privacy and Financial App Usage, THE CLEARING HOUSE, Dec. 2021 ("[C]onsumers need and want greater transparency into fintech apps' data collection practices and more control over their data. Over half of consumers would like fintech apps to be required to provide clear disclosure of what data third parties will have access to and to provide a clear explanation of the risks associated with using the apps. Likewise, *a majority want control over what kind of data third parties can access.*" Emphasis added.).

<sup>73</sup> Ex. 14 (Rocket Money Initial Email) (emphasis added).

*sell your data.*”<sup>74</sup> The fact that this is the first email communication Rocket Money sends to its users illustrates the salience of data privacy to the company’s consumers and the strength of Rocket Money’s promises. Moreover, Rocket Money claims its data privacy practices are different from those of “other finance apps” to distinguish itself from its competitors.<sup>75</sup>

These representations are directly contradicted by provisions in the Rocket Family of Companies’ Privacy Policy (the “Privacy Policy”), which governs Rocket Money. Under “Sharing with Other Third Parties,” the Privacy Policy notes that “We share personal information with third parties for their own services and marketing purposes, analytics, and in some cases to jointly market and provide products and services with third parties.” Personal information is elsewhere defined in the Privacy Policy to include users’ financial data,<sup>76</sup> thus contradicting Rocket Money’s representation that users’ “financial data … will never be accessed or used by any other party.”

The Privacy Policy further describes scenarios in which “Rocket has shared personal information with third parties or Affiliates, in exchange for valuable consideration.” This qualifies as selling consumer data under various state privacy acts, including the California Consumer Protection Act (CCPA)<sup>77</sup> and the Colorado Privacy Act.<sup>78</sup> Further, under the CCPA’s definition of selling consumer data, the Rocket Family of Companies “‘sell’ personal information for the following commercial purposes: to enable our Affiliates and certain third parties to use your information in accordance with their privacy policies.”<sup>79</sup>

Moreover, the Privacy Policy provides an opt-out for California residents, which links to a page titled “Do Not Sell My Personal Information.” This page acknowledges “If you’re a California resident, the California Consumer Privacy Act (CCPA) permits you to request to opt out of the ‘sale’ of your personal information to third parties.” In order to utilize this opt-out function, users must check a box attesting “I am a California resident and certify that the information provided is true and accurate.” There is no equivalent opt-out for non-California residents. The very existence of an opt-out function presupposes that Rocket Money is selling

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<sup>74</sup> Ex. 5 (Rocket Money Homepage) (emphasis added).

<sup>75</sup> *Id.*

<sup>76</sup> Ex. 15 (Privacy Policy) ([“W]e have collected the following categories of *personal information* … bank account number, credit card number, debit card number, and other financial information (including credit report, salary, and net worth.”) (Emphasis added.).

<sup>77</sup> Section 1798.140(t)(1) of the CCPA (“‘Sell,’ ‘selling,’ ‘sale,’ or ‘sold,’ means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s personal information by the business to another business or a third party for monetary or other valuable consideration”)

<sup>78</sup> Section 23(b) of the Colorado Privacy Act (“‘Sale,’ ‘sell,’ or ‘sold’ mean the exchange of personal data for monetary or other valuable consideration by a controller to a third party”).

<sup>79</sup> Ex. 15 (Privacy Policy)

users' data, just like the "other finance apps" it claims to be different from. In this way, Rocket Money's representation that "we'll never sell your data" is false.

## 2. Rocket Money's Promises and Subsequent Treatment of Users' Data is Deceptive.

The CFPB has explained that a representation, omission, act, or practice is deceptive when (1) the representation, omission, act, or practice misleads or is likely to mislead the consumer; (2) the consumer's interpretation of the representation, omission, act, or practice is reasonable under the circumstances; and (3) the misleading representation, omission, act, or practice is material.<sup>80</sup>

The selling of customers' data without their permission—and after specific assurances in marketing materials not to—is a deceptive trade practice.

Rocket Money's representations regarding data privacy are likely to mislead the consumer. Rocket Money's representation that "we'll never sell your data" is a clear, unambiguous statement that is likely to mislead as to Rocket Money's true practice of "shar[ing] personal information with third parties or Affiliates, in exchange for valuable consideration." Similarly, Rocket Money's representation that users' "financial data ... will never be accessed or used by any other party" is likely to mislead, given that the Rocket Companies "share personal information [including users' financial data] with third parties."

Consumers reasonably interpret these misrepresentations under the circumstances. The misrepresentations are presented (i) on a consumer-facing web page on Rocket Money's website and (ii) in a communication sent directly to users from Rocket Money. Both representations are presented in clear language and a consumer-friendly format. The Privacy Policy provisions which reveal Rocket Money's true practices are, on the other hand, far less accessible to an average consumer: such terms are written in legal vernacular and buried within a lengthy document.<sup>81</sup> It is unlikely that a layperson would understand that "shar[ing] ... in exchange for valuable consideration" is tantamount to "selling." Rocket Money's users will likely rely on the misleading representation in choosing to sign up for and use Rocket Money's services. In this

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<sup>80</sup> CFPB *Unfair Deceptive Abusive Acts Practices UDAAPS Procedures* at 5-6 (March 2022).

<sup>81</sup> A vast majority of consumers do not even open, let alone read, privacy policies. See, e.g., Yannis Bakos, Florenica Marotta-Wurgler, and David Trossen, *Does Anyone Read the Fine Print? Consumer Attention to Standard Form Contracts* (Jan. 1, 2014). J. OF LEGAL STUDIES, Vol. 43, No. 1, 2014, CELS 2009 4th Annual Conference on Empirical Legal Studies Paper, NYU Law and Economics Research Paper No. 09-40, Available at SSRN: <https://ssrn.com/abstract=1443256> (finding that "only one or two of every 1,000 [consumers] access the license agreement and that most of those who do access it read no more than a small portion"). See also, Debra Cassens Weiss, *Chief Justice Roberts Admits He Doesn't Read the Computer Fine Print*, ABA J. (Oct. 20, 2010).

way, Rocket Money causes its users financial harm, as such users are paying for a service that they otherwise may not have paid for.

Rocket Money's representations regarding users' financial data privacy are deceptive practices under the Dodd-Frank Act. The CFPB should investigate this harmful practice and seek injunctive relief to end it.

#### **E. The Bill Negotiation Service Employs Dark Patterns to Manipulate Users into Giving a Higher Percentage of Their Savings.**

1. Similar to the Sign-Up Procedure, Rocket Money Hides Lower Cost Options for Bill Negotiation.

Once the user has signed up, Rocket Money advertises a service called "Bill Negotiation."<sup>82</sup> Rocket Money agents offer to negotiate with a specified company to lower a customer's bill in exchange for a fee based on the amount saved as a result of the negotiation.<sup>83</sup>

To initiate the Bill Negotiation service, a user must place a request through the Rocket Money user portal. After inputting their bill information, a user is directed to select Rocket Money's negotiation fee. While the negotiation fee can range from 40 to 60 percent of the savings earned through Rocket Money's negotiation, Rocket Money's user interface strongly suggests that users should select 50 percent.<sup>84</sup>

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<sup>82</sup> Bill Negotiation services are separate from premium features, and they may be used by any user, even if the user has opted out of paying a monthly fee.

<sup>83</sup> Ex. 16 (How to lower your Bills with Rocket Money).

<sup>84</sup> Ex. 17 (Rocket Money Bill Negotiation 3).

## We're ready to lower your bill

We ask for a percentage of your first year's savings as a success fee.  
You choose how to split the savings and only pay if we save you money.

### Pay what you think is fair

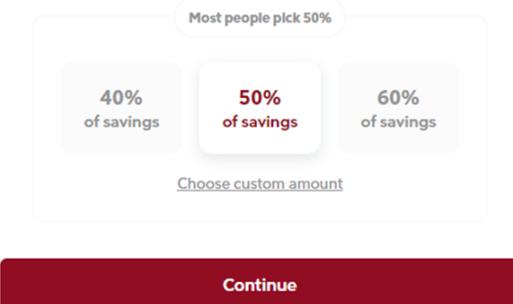


Figure G.<sup>85</sup>

Additionally, the initial negotiation fee page has a link in small gray font that allows the user to “choose a custom amount.”<sup>86</sup> This link leads the user to another page where users can select from 30 to 70 percent, although the website still suggests that people select 50%.<sup>87</sup>

## We're ready to lower your bill

We ask for a percentage of your first year's savings as a success fee.  
You choose how to split the savings and only pay if we save you money.

### Pay what you think is fair



Figure H.<sup>88</sup>

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<sup>85</sup> Portion of the interface also shown in Ex. 17 (Rocket Money Bill Negotiation 3).

<sup>86</sup> Ex. 17 (Rocket Money Bill Negotiation 3).

<sup>87</sup> Ex. 18 (Rocket Money Bill Negotiation 4); *see also* Ex. 19 (Rocket Money Bill Negotiation 4.1).

<sup>88</sup> Portion of the interface also shown in Ex. 17 (Rocket Money Bill Negotiation 3).

After a customer selects a percentage and presses the continue button, they are led to the final screen before submitting their Bill Negotiation services request. On this screen, the customer is instructed to choose a payment method. There is small gray text which informs the customer that they are agreeing to the Rocket Money Bill Negotiation Terms of Service, although there is no box that users must check or any paraphrasing of relevant terms.

The screenshot shows a form titled "Submit your bill" with the sub-instruction "Choose your payment method below." Below this, a note states "If we don't find you savings, you pay nothing." The form includes fields for "Card Number" (1234 1234 1234 1234), "Expiration" (MM / YY), and "CVV" (000). A checkbox agreement is present, followed by a large red "Save and submit" button.

**Submit your bill**

Choose your payment method below.  
If we don't find you savings, you pay nothing.

Card Number 1234 1234 1234 1234	Expiration MM / YY	CVV 000
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I hereby authorize Rocket Money to contact AT&T on my behalf in order to negotiate a better rate for my service. I also agree to the Rocket Money Bill Negotiation [Terms of Service](#).

**Save and submit**

*Figure I.*<sup>89</sup>

Nowhere on the Bill Negotiation Website Home Page or during the sign-up process are users informed of the refund procedure or how Rocket Money calculates its total Bill Negotiation fee.

## 2. Bill Negotiation's Dark Patterns are Deceptive to Customers.

The dark patterns used in Bill Negotiation pricing are a deceptive practice. A representation, omission, act, or practice is deceptive when (1) the representation, omission, act, or practice misleads or is likely to mislead the consumer; (2) the consumer's interpretation of the representation, omission, act, or practice is reasonable under the circumstances; and (3) the misleading representation, omission, act, or practice is material.<sup>90</sup>

The CFPB evaluates a practice under the first element with the “four Ps” test: prominence (Is the statement prominent enough for the consumer to notice?), presentation (Is the information presented in an easy-to-understand format that does not contradict other information in the package and at a time when the consumer’s attention is not distracted elsewhere?), placement (Is the placement of the information in a location where consumers can be expected to look or

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<sup>89</sup> Portion of the interface also shown in Ex. 17 (Rocket Money Bill Negotiation 3).

<sup>90</sup> CFPB *Unfair Deceptive Abusive Acts Practices UDAAPS Procedures* at 5-6 (March 2022).

hear?), and proximity (Is the information in close proximity to the claim it qualifies?).<sup>91</sup> In this case, the information is not presented in an easily understandable format, as it appears in two different slides, and users must slide the scale to even find out what the lowest percentage is. Additionally, the lowest rate of 30% is not placed on the initial screen, and users must locate a link that is not displayed prominently in order to access the second screen.

A reasonable user would assume that they would need to pay higher than the 30% minimum, as the language is designed to convince users to select 50% (“Most people pick 50%”).

Finally, Rocket Money’s representations are also material. If users fall prey to these dark patterns, then they are likely to pay a higher price for the Bill Negotiation services. Such financial costs are material.<sup>92</sup>

#### **F. Concealment of the Annual Fee for Bill Negotiation Services is Abusive.**

1. Rocket Money Charges Hefty Fees for Bill Negotiation Services Before Providing Any Benefits to Users.

Through its website, Rocket Money suggests that the Bill Negotiation service will be an immediate financial net positive for the consumer, as the fee will only apply once Rocket Money has secured savings from the lower bill, and that the fee is always based on the actual savings achieved. In reality, Rocket Money charges a large negotiation fee before the user realizes their total actual savings.

Rocket Money calculates the negotiation fee by taking the projected amount of savings the customer may realize from the negotiation over a 12-month period and multiplying that amount by the percentage preselected by the customer—a fact which is not stated anywhere in the Bill Negotiation sign-up process.<sup>93</sup> Rocket Money leaves its statements about its fees vague, such as on its Bill Negotiation Website Home Page, when it states: “We split the savings. Our fee is 40% of your savings. If you save \$100, we take \$40. If we can’t negotiate any savings, you pay nothing.” Rocket Money does not indicate if the \$100 savings in its example is per month or per year, or if they will charge it in monthly installments or an annual lump sum. Customers are charged for an annual lump sum negotiation fee for the entire 12 months of savings upfront before the user realizes the total amount of savings which the fee is based on.<sup>94</sup>

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<sup>91</sup> *Id.*

<sup>92</sup> CFPB *Unfair Deceptive Abusive Acts Practices UDAAPS Procedures* at 6-7 (March 2022).

<sup>93</sup> Ex. 20 (Rocket Money Terms of Service 19).

<sup>94</sup> *Id.*

For example, if customers select the 50% option during the Bill Negotiation sign-up process (as Rocket Money urges them to do), then customers will pay a large lump fee to Rocket Money immediately after the negotiation is complete, and they will not break even on that fee for the first six months. Only after those six months will they begin to see any savings from the Bill Negotiation.

## 2. The Negotiation Fee is Unfair and Abusive.

Negotiating lower bills is advertised as one of Rocket Money’s most innovative and cost-effective services, but it is just the opposite. It charges users a potentially large sum of money before users realize their total savings from the service.<sup>95</sup>

### i. *Unfair Practice Framework*

The Bill Negotiation service is an unfair practice because users are charged a large “success” fee before the new rate of the bill even takes effect.<sup>96</sup> This practice meets all three elements of an unfair practice: (1) users experience an economic—and therefore substantial—injury; (2) users cannot reasonably avoid the economic injury because of the information asymmetry caused by Rocket Money, and (3) users’ economic injury is not outweighed by benefits to consumers or to competition, which is evident in part from the arduous and circular Bill Negotiation refund process.<sup>97</sup>

As discussed above, Bill Negotiation is a service in which Rocket Money agents negotiate with a specified company to attempt to lower a customer’s bill in exchange for a fee based on the amount saved as a result of the negotiation.<sup>98</sup> Users are charged a fee for this service before the entire savings from Bill Negotiation are realized, which will often lead to a fee higher than the immediate savings seen by the customer.<sup>99</sup> This practice conflicts with Rocket Money’s promise to “empower you to save more,”<sup>100</sup> as consumers will actually be charged money before ever internalizing any savings from the Bill Negotiation, leading to a potential savings loss.

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<sup>95</sup> The fees charged for Bill Negotiation also constitute “junk fees.” Junk fees fall under the unfairness prong of the UDAAP, as described by the CFPB. The CFPB has an “initiative to save households billions of dollars a year by reducing exploitative junk fees charged by banks and financial companies.” Rocket Money is a financial company, and is therefore subject to CFPB policies surrounding junk fees. Junk fees are unexpected fees for a product or service and/or fees that seem too high for the purported service, both of which apply to the negotiation fee charged by Rocket Money for Bill Negotiation. Rocket Money claims that it only charges what it saves, but then charges a 12-month lump fee from users who engage in Bill Negotiation, which makes the fee “unexpectedly high.”

<sup>96</sup> Ex. 20 (Rocket Money Terms of Service 19).

<sup>97</sup> CFPB *Unfair Deceptive Abusive Acts Practices UDAAPS Procedures* at 1-3 (March 2022).

<sup>98</sup> Ex. 16 (How to lower your Bills with Rocket Money).

<sup>99</sup> Ex. 20 (Rocket Money Terms of Service 19).

<sup>100</sup> Ex. 5 (Rocket Money Home Page).

Furthermore, the refund request process is arduous and insufficient. Users must read through Rocket Money's entire Terms of Service before even finding the necessary procedure to request a refund, as it is not available in the user portal, and the only refund available to customers is a credit with Rocket Money that can be used for future Bill Negotiations.<sup>101</sup>

Rocket Money's Bill Negotiation practice hinders a user's decision-making because it hides the actual cost and effect of agreeing to have a bill negotiated.

Because of Rocket Money's design of the Bill Negotiation service, users suffer economic harm: a large fee is charged for a service offered by a company that purports to save users money with this service but in fact costs them money.

Additionally, consumers are not able to easily avoid this substantial harm. The only information users receive about the negotiation fee when signing up for the service is a small, gray font that states, "We ask for a percentage of your first year's savings as a success fee."<sup>102</sup> In reality, a percentage of the savings is required, as users cannot physically select any percentage below 30 percent. There is no mention of this fee being charged before the users' savings are realized. Once the user discovers the reality of the negotiation fee, the refund process is well hidden and insufficient to supply any type of remedy. The only possibility of discovering the true nature of the negotiation fee is by reading Rocket Money's Terms of Service. The Terms of Service are linked on the last page before a user submits the Bill Negotiation request, but the terms are mentioned in small, light font with no box next to it for users to click indicating they have read them.<sup>103</sup> This harm could be easily avoided by having Rocket Money more clearly describe the pricing details and offer a more easily accessible and actual refund, as opposed to a refund for Bill Negotiation credit.

Finally, the injury suffered by the users of Bill Negotiation is not outweighed by benefits to consumers or to competition. This is evident in part from the refund process. If there were benefits to users, then the refund process would not be so arbitrary and circular. It is impossible for users to get any of their money returned directly to them if something goes wrong, such as the discount being discarded or the user canceling the bill before an entire calendar year. Additionally, if there were benefits to competition, then these benefits would still remain without the needless hiding of fees.

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<sup>101</sup> Ex. 20 (Rocket Money Terms of Service 19-20).

<sup>102</sup> Ex. 21 (Rocket Money Bill Negotiation 5) (emphasis added).

<sup>103</sup> Ex. 21 (Rocket Money Bill Negotiation 5).

### *ii. Abusive Practice Framework*

Charging customers the lump annual fee for Bill Negotiation Services is also an abusive practice. An act or practice is abusive when it “(1) Materially interferes with the ability of a consumer to understand a term or condition of a consumer financial product or service or (2) Takes unreasonable advantage of: (a) A lack of understanding on the part of the consumer of the material risks, costs, or conditions of the product or service; (b) The inability of the consumer to protect its interests in selecting or using a consumer financial product or service; or (c) The reasonable reliance by the consumer on a covered person to act in the interests of the consumer.”<sup>104</sup>

Rocket Money meets the first prong of the analysis by not explaining that the negotiation fee will be charged as a lump annual sum and leaving its examples of Bill Negotiation payment purposefully vague. Due to Rocket Money’s representations, customers are not able to understand that they will be charged the negotiation fee in a way that will cause them not to break even for months.

Rocket Money meets the second prong of the abusive analysis by taking unreasonable advantage of both (a) a lack of understanding on the part of the consumer of the material risks, costs, or conditions of the product or service and (c) the reasonable reliance by the consumer on a covered person to act in the interests of the consumer. First, customers of Bill Negotiation are unable to comprehend the risks and conditions of Bill Negotiation because they do not know how the fee is calculated. For instance, if a customer were planning on moving from her residence in three months but wanted to see if Rocket Money could lower her electricity bill until that move, she would sign up for Bill Negotiation and end up paying Rocket Money more money than she would save, despite Rocket Money’s guarantee that it does not charge you money unless it saves you money. Second, because of Rocket Money’s constant guarantees to save its users money (both in the Bill Negotiation service and the larger app), customers reasonably rely on Rocket Money not to charge them large, unexplained fees, which is the opposite of saving users money.

## **G. The Bill Negotiation Refund Process is Extremely Burdensome.**

### **1. Rocket Money Creates Barriers to Access Refunds for Its Bill Negotiation Service.**

The final screen customers see before submitting their Bill Negotiation services request does not contain any information about the refund process. There is small gray text which

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<sup>104</sup> CFPB *Unfair Deceptive Abusive Acts Practices UDAAPS Procedures* at 9 (March 2022).

informs the customer that they are agreeing to the Rocket Money Bill Negotiation Terms of Service, although there is no box that users must check or any paraphrasing of relevant terms.

**Submit your bill**

Choose your payment method below.  
If we don't find you savings, you pay nothing.

Card Number 1234 1234 1234 1234	Expiration MM / YY 000	CVV 000
------------------------------------	------------------------------	------------

I hereby authorize Rocket Money to contact AT&T on my behalf in order to negotiate a better rate for my service. I also agree to the Rocket Money Bill Negotiation [Terms of Service](#).

Save and submit

*Figure J.<sup>105</sup>*

Nowhere on the Bill Negotiation Website Home Page or during the sign-up process are users informed of the refund procedure.

If a user decides to cancel their outside subscription before they can realize a full 12 months of savings, they must file a written refund request for the remaining months with Rocket Money within 30 days of the cancellation.<sup>106</sup> This refund process is buried in Rocket Money's Terms of Service, and users must read through 18 pages (approximately 6,870 words) before finding the refund request procedure, as it is not available in the user portal. The Terms of Service give no details about any appeals process for refund denials, outside of a generic arbitration clause that covers all possible claims related to Rocket Money's services.<sup>107</sup>

## 2. Rocket Money's Bill Negotiation Refund Process Is Abusive.

An act or practice is abusive when it “(1) Materially interferes with the ability of a consumer to understand a term or condition of a consumer financial product or service or (2) Takes unreasonable advantage of: (a) A lack of understanding on the part of the consumer of the material risks, costs, or conditions of the product or service; (b) The inability of the consumer to protect its interests in selecting or using a consumer financial product or service; or (c) The

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<sup>105</sup> Portion of the interface also shown in Ex. 17 (Rocket Money Bill Negotiation 3).

<sup>106</sup> Ex. 20 (Rocket Money Terms of Service 19).

<sup>107</sup> *Id.*

reasonable reliance by the consumer on a covered person to act in the interests of the consumer.”<sup>108</sup>

Rocket Money fulfills the first prong of the abusive analysis by materially interfering with the ability of a consumer to understand a term or condition of Rocket Money’s Bill Negotiation service. The refund process is buried in Rocket Money’s Terms of Service as described above, and it is not available in the user portal.

Rocket Money also fulfills the second prong of the abusive analysis by taking unreasonable advantage of consumers’ inability to protect their interests in selecting or using the Bill Negotiation service. If a user decides to cancel their subscription before they can realize a full 12 months of savings, they must file a written refund request for the remaining months with Rocket Money within 30 days of the cancellation.<sup>109</sup> Despite being a fintech app with an entirely digital interface, Rocket Money requires users to submit refunds via written requests. Rocket Money is taking advantage of its consumers’ inability to protect their interests through its burdensome refund process.

## **H. The Bill Negotiation Refund Process Does Not Return Users’ Money and Locks Them into Rocket Money’s Services.**

1. Users who Seek a Refund for Rocket Money’s Bill Negotiation Service Can Only Receive Credit for Future Bill Negotiation Services.

If a customer does manage to overcome the obstacles Rocket Money puts in place to obtain a refund, the customer will not receive their money back. The only refund available to customers is a credit with Rocket Money that can be used for future Bill Negotiations.<sup>110</sup> The only place in which this is communicated to consumers is on the eighteenth page of Rocket Money’s Terms of Service.<sup>111</sup>

2. Rocket Money’s Refusal to Offer a Monetary Refund for Bill Negotiation is Abusive.

An act or practice is abusive when it “(1) Materially interferes with the ability of a consumer to understand a term or condition of a consumer financial product or service or (2) Takes unreasonable advantage of: (a) A lack of understanding on the part of the consumer of the material risks, costs, or conditions of the product or service; (b) The inability of the consumer to protect its interests in selecting or using a consumer financial product or service; or (c) The

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<sup>108</sup> CFPB *Unfair Deceptive Abusive Acts Practices UDAAPS Procedures* at 9 (March 2022).

<sup>109</sup> Ex. 20 (Rocket Money Terms of Service 19).

<sup>110</sup> Ex. 20 (Rocket Money Terms of Service 19-20).

<sup>111</sup> *Id.*

reasonable reliance by the consumer on a covered person to act in the interests of the consumer.”<sup>112</sup>

Rocket Money fulfills the first prong of the abusive analysis by materially interfering with the ability of a consumer to understand a term or condition of Rocket Money’s Bill Negotiation service. The refund process is buried in Rocket Money’s Terms of Service. Users must read through 18 pages of Rocket Money’s Terms of Service before discovering that the “refund” available to them is, in fact, just a credit for the service they are currently seeking to cancel.<sup>113</sup>

## **V. Rocket Money Violates the FCRA.**

### **A. Rocket Mortgage Functions as a Consumer Reporting Agency.**

#### **1. Factual Background Regarding Rocket Money’s Role as a CRA.**

Rocket Money’s business practices violate the FCRA because Rocket Money operates as a Consumer Reporting Agency (“CRA”) but does not “limit the furnishing of consumer reports to the purposes listed under Section 604,” as required by Section 607(a).<sup>114</sup>

Consumer credit reports have a significant impact on an individual’s participation in society, from employment outcomes to mortgage eligibility. Because of this, the Fair Credit Reporting Act (“FCRA”) provides important protections for credit reports, consumer investigatory reports, and employment background checks. By collecting personal and financial information from users’ linked bank accounts and then sharing that information with other Rocket Companies and third parties, Rocket Money operates as a Consumer Reporting Agency, an entity that assembles and sells credit information and financial information about individuals. However, by sharing consumer reports with other Rocket Family entities and third parties without a “permissible purpose,” Rocket Mortgage violates section 604 of the FCRA. In this way, Rocket Money exposes consumers to the same risks posed by CRAs, without the protection of the FCRA.

Rocket Money collects a vast quantity of information about its users.<sup>115</sup> Much of this information correlates to information compiled by CRAs. The Federal Reserve defines a credit

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<sup>112</sup> CFPB *Unfair Deceptive Abusive Acts Practices UDAAPs Procedures* at 9 (March 2022).

<sup>113</sup> Ex. 20 (Rocket Money Terms of Service 19-20).

<sup>114</sup> 15 U.S.C. § 1681b.

<sup>115</sup> Ex. 15 (Privacy Policy) (noting that the information collected about users “could include” users’ “Name; Email address; Postal address; Phone number; Social security number; Location and approximate value of your property;

report as a record about a person's credit history that includes information about their identity, existing credit, public record, and inquiries about them.<sup>116</sup> The chart below illustrates how the categories of information collected pursuant to Rocket Money's Privacy Policy correspond to the categories of information that may be included on a credit report.

Federal Reserve Credit Report Definition <sup>117</sup>	Categories of Information Collected Pursuant to Rocket Money's Privacy Policy <sup>118</sup>
<p>“Your identity. Your <b>name, address</b>, full or partial <b>Social Security number</b>, date of birth, and possibly <b>employment information</b>.<sup>117</sup></p>	<p>“<b>Name, alias, postal address</b>, online identifier (including IP address), email address, <b>Social Security number</b>, driver’s license number, or other similar identifiers.”</p> <p>“[F]inancial account information... <b>employment information</b>”</p>
<p>“Your existing credit. Information about credit that you have, such as your <b>credit card accounts</b>, mortgages, car <b>loans</b>, and student <b>loans</b>. It may also include the terms of your credit, how much you owe your creditors, and your history of making payments.”</p>	<p>“[F]inancial account information, information about account balance, information about <b>credit accounts</b>, information about <b>loan accounts</b>, information about investment accounts, identifiers and information about account owners, information about account transactions and employment information”</p> <p>“[L]oan products or services you have used in the past”</p>

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Vehicle information, such as make, model, VIN and vehicle features; Age; Demographic information, such as race, ethnicity and gender gathered pursuant to federal requirements; Related loan products or services you have used in the past; Financial information, such as income, assets and net worth; Home ownership status and employment status; Insurance information; Other profile data, including your interests and preferences; Any other information you choose to provide.” This is in addition to information that is (i) automatically collected, (ii) collected from other sources, or (iii) “derived” from the information Rocket Money has access to.)

<sup>116</sup> Board of Governors of the Fed'l Reserve Sys., *Consumers Guide, Credit Reports and Credit Scores*, [https://www.federalreserve.gov/creditreports/pdf/credit\\_reports\\_scores\\_2.pdf](https://www.federalreserve.gov/creditreports/pdf/credit_reports_scores_2.pdf).

<sup>117</sup> *Id.*

<sup>118</sup> Ex. 15 (Privacy Policy).

<p>“Your public record. Information about any court judgments against you, any tax liens against your <b>property</b>, or whether you have filed for bankruptcy.”</p>	<p>Rocket Money partners with “companies that assist us with … <b>property</b> title and appraisal services”</p>
<p>“Inquiries about you. A list of companies or persons who recently requested a copy of your report.”</p>	<p>n/a</p>

Per the Rocket Family Privacy Policy, all categories of personal information, other than internet or other network activity, are shared with “partners (such as mortgage partners or car dealerships … ).” Further, “[the Rocket Family] share[s] personal information with third parties for their own services and marketing purposes, analytics, and in some cases to jointly market and provide products and services with third parties.” Rocket Money shares this consumer information amongst the Rocket Family of Companies.<sup>119</sup> This includes Rocket Mortgage, a mortgage loan provider, creating a presumption that information a user shares with Rocket Money may be used to determine that user’s mortgage outcomes.

## 2. Rocket Money Violates the FCRA by Furnishing Consumer Reports.

The information Rocket Money shares with its partners are “consumer reports” as defined in section 603(d) of the FCRA:<sup>120</sup>

any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer’s

<sup>119</sup> Ex. 15 (Privacy Policy) (“The Rocket Family of Companies use and share your information with each other… to manage and provide and offer you a variety of their services through a broad lifecycle of your personal and financial needs.”)

<sup>120</sup> 15 U.S.C. § 1681a(d).

creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for (A) credit or insurance to be used primarily for personal, family, or household purposes; (B) employment purposes; or (C) any other purpose authorized under Section 604.

Defining Rocket Money as a CRA is consistent with how CRAs are considered in the current regulatory landscape. The Federal Trade Commission has argued, for example, that data brokers can operate as CRAs and thus be subject to FCRA liability, even where such data brokers themselves claim to not be CRAs.<sup>121</sup>

The information Rocket Money furnishes are “consumer reports” because they bear on a consumer’s creditworthiness, character, general reputation, personal characteristics, or mode of living and/or other attributes listed in section 603(d), and are “used or expected to be used . . . in whole or in part” as a factor in determining the consumer’s eligibility for loan or mortgage approval. Rocket Money also expects the information to be used by lenders to evaluate prospective borrower’s applications for mortgages or auto loans, which qualifies under 604(a)(3)(F)(i) as a “legitimate business need . . . in connection with a business transaction that is initiated by the consumer.” Rocket Money expects its reports to be used for FCRA purposes because it acknowledges in its Privacy Policy that it shares its customers’ information with “mortgage partners or car dealerships.”

In providing “consumer reports” Rocket Money is acting as a CRA as defined in section 603(f) of the FCRA. That section defines a CRA as:<sup>122</sup>

any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.

Rocket Money acts as a CRA because it assembles “information on consumers” into consumer reports that it provides to third parties through interstate commerce.

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<sup>121</sup> See USA (on behalf of the FTC) v. Instant Checkmate, Inc., 4-cv-00675 (S.D. Cal.), USA (on behalf of the FTC) v. Infotrack Info. Servs., Inc., and Steve Kaplan, 14-cv-02054 (N.D. Ill.).

<sup>122</sup> 15 U.S.C. § 1681a(f).

Section 607(a) of the FCRA requires CRAs to “maintain reasonable procedures . . . to limit the furnishing of consumer reports to the purposes listed under Section 604.”<sup>123</sup> These procedures require that CRAs, prior to furnishing users with consumer reports, require users to “identify themselves, certify the purposes for which the information is sought, and certify that the information will be used for no other purpose.” It also requires CRAs to “make a reasonable effort to verify the identity of a new prospective user and the uses certified by such prospective user prior to furnishing such user a consumer report.”

While acting as a CRA, Rocket Money fails to maintain any procedures required by section 607(a). Rocket Money does not “limit the furnishing of consumer reports to the purposes listed under Section 604,” as required by section 607(a). The Privacy Policy notes that “[the Rocket Family of Companies] share[s] personal information with third parties for their own services and marketing purposes, analytics, and in some cases to jointly market and provide products and services with third parties.” These are not “permissible purposes” as articulated in section 604. Moreover, there is no requirement that these third parties “identify themselves, certify the purposes for which the information is sought, and certify that the information will be used for no other purpose” as required by section 607(a). Likewise, there is no evidence that Rocket Money “make[s] a reasonable effort to verify the identity of a new prospective user and the uses certified by such prospective user prior to furnishing such user a consumer report.”

## **B. Rocket Money Obtains and Uses Consumer Reports for Self-Promotional Marketing Purposes.**

### **1. Factual Background Regarding Rocket Money’s Role as a CRA and Use of Consumer Reports for Self-Promotion.**

In addition to functioning like a CRA, Rocket Money also obtains and uses consumer reports to market “financial products and services offered by Rocket Money partners” to Rocket Money’s users, in violation of section 604 of the FCRA.

Rocket Money’s Privacy Policy notes that “We [the Rocket Companies] obtain information from third-party sources in certain situations. For example, we may collect information about you from . . . credit bureaus (including your credit report).” Rocket Money’s Terms of Service clarifies those “certain situations” by illustrating that Rocket Money obtains customers’ credit reports for marketing purposes. Rocket Money’s Terms of Service include the following provision: “I hereby authorize Rocket Money to periodically obtain and use consumer reports about me in order to provide me with (1) access to my free credit score, including periodic updates to my credit score, and (2) *recommendations regarding financial products and*

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<sup>123</sup> 15 U.S.C. § 1681e(a).

*services that may be of interest to me, including credit cards, personal loans, home loans and other financial products and services offered by Rocket Money partners.”*<sup>124</sup>

## 2. Rocket Money Violates the FCRA by Obtaining and Using Consumer Reports Without a “Permissible Purpose.”

Rocket Money uses and obtains consumer reports in order to make “recommendations regarding financial products and services that may be of interest to [Rocket Money users].”<sup>125</sup> Obtaining and using consumer reports for the purpose of targeted marketing violates section 604(f) of the FCRA, which requires that “a person shall not use or obtain a consumer report for any purpose unless” the consumer report “is obtained for a purpose for which the consumer report is authorized to be furnished under [section 604 of the FCRA]” and “the purpose is certified in accordance with FCRA section 607 by a prospective user of the report through a general or specific certification.”<sup>126</sup>

Section 604 of the FCRA identifies an exhaustive list of “permissible purposes” for which consumer reporting agencies may provide consumer reports.<sup>127</sup> Targeted marketing is not a purpose enumerated by the FCRA. In *TransUnion v. FTC*, the United States Court of Appeals for the D.C. Circuit ruled that such marketing is not a permissible use of credit reports.<sup>128</sup> In that case, TransUnion sold “lists of names and addresses to target marketers—companies and organizations that contact consumers with offers of products and services. The Federal Trade Commission determined that these lists were ‘consumer reports’ under the Fair Credit Reporting Act and thus could no longer be sold for target marketing purposes.”<sup>129</sup> The Court agreed, affirming the lower court’s holding that “tradeline” lists are “consumer reports” under the FCRA and could not be sold for target marketing purposes where the lists served as a factor in establishing consumer eligibility.<sup>130</sup> Similarly, Rocket Money violates section 604(f) of the FCRA by obtaining consumer reports for target marketing, per its Privacy Policy.

Rocket Money thus violates the FCRA by sharing consumers’ data without a permissible purpose and obtaining consumer reports for self-promotional target marketing purposes.

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<sup>124</sup> Ex. 20 (Terms of Service) (emphasis added).

<sup>125</sup> Ex. 20 (Terms of Service).

<sup>126</sup> 15 U.S.C. § 1681b.

<sup>127</sup> 15 U.S.C. § 1681b.

<sup>128</sup> *Trans Union v. FTC*, No. 00-1141 (D.C. Cir. 2001), *cert. denied*, 536 U. S. \_\_\_\_ (2002).

<sup>129</sup> *Id.* at 811.

<sup>130</sup> *Id.* at 819.

## **VI. Prayer for Investigation and Relief**

EPIC urges the CFPB to investigate Rocket Money for its unfair, deceptive, and abusive trade practices under Section 1036(a)(1)(B) of the Consumer Financial Protection Act. The CFPB should find that Rocket Money (A) uses dark patterns to deceive users into giving up private financial data without meaningful notice, (B) forces users to link their bank accounts with Plaid, a known abuser of consumer data, (C) deceives users into paying for services that were marketed as free, (D) falsely advertises its data protection practices, (E) deceives users into paying a higher fee for Bill Negotiation services, (F) charges an unfair and abusive fee for Bill Negotiation services, (G) perpetuates an abusive refund service for Bill Negotiation, and (H) does not actually return Bill Negotiation customers' money constitute

Additionally, EPIC urges the CFPB to investigate Rocket Money's use of consumer reports and to find that by sharing consumer reports with other Rocket Family entities and third parties without a "permissible purpose," Rocket Mortgage is in violation of Section 604 of the FCRA.

With these findings, EPIC urges the CFPB to:

- a. Initiate an investigation into the business practices of Rocket Money, including how it handles consumer data;
- b. Require Rocket Money to comply with FCRA;
- c. Require that Rocket Money correct its abusive and unfair practices with regards to its onboarding process and Bill Negotiation services;
- d. Require that Rocket Money provide a more fair and accessible refund service for its Bill Negotiation services; and
- e. Provide such other relief as the CFPB finds necessary and appropriate.

Respectfully Submitted,

*Jason Schultz*  
Jason Schultz  
Director, TLP Clinic

*Melodi Dincer*  
Melodi Dincer  
Supervising Attorney, TLP Clinic

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*Counsel for Electronic Privacy Information Center  
(EPIC)*

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 1

## App Store Preview

Open the Mac App Store to buy and download apps.

### Rocket Money - Bills & Budgets (4+)

Subscription & Expense Manager

Truebill, Inc.

Designed for iPhone

#12 in Finance

4.4 • 46.3K Ratings

Free · Offers In-App Purchases

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## iPhone Screenshots

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Join over 3.4 million members who trust Rocket Money to save more, spend less & see everything in the #1, all-in-one personal finance app.

Forbes: \*\*This App Will Save You Hundreds\*\*

\*\*KEY FEATURES\*\*

[more](#)

---

## What's New

[Version History](#)

Version 6.9.0

Bug fixes and improvements.

[See All](#)

## Ratings and Reviews

# 4.4

out of 5

46.3K Ratings

MrsDiard, 01/03/2022

Pretty sweet, just one thing I'd change...  
 Hello! I love this app so far I love the layout how I can do everything visually with the easy drop down menus, etc. There is just one thing I wish you had and that is a [more](#)

toomz, 11/03/2022

Please Download This App  
 I have never commented on an app before in my life. That was because I've never felt genuine value in my life from an app. I've had apps I've liked and thought were fun [more](#)

Airsofter152, 04/18/2020

Perfect Financing App All-in-One  
 I got this app because I wanted to start tracking my spending. And let me tell you it does one hell of a job for that!! It sorts my spending in different categories and even [more](#)

## App Privacy

[See Details](#)

The developer, **Truebill, Inc.**, indicated that the app's privacy practices may include handling of data as described below. For more information, see the [developer's privacy policy](#).



### Data Linked to You

The following data may be collected and linked to your identity:

- Purchases
- Contact Info
- Identifiers
- Diagnostics

- Financial Info
- User Content
- Usage Data

Privacy practices may vary, for example, based on the features you use or your age. [Learn More](#)

## Information

Seller  
 Truebill, Inc.

Size  
 146.1 MB

Category  
[Finance](#)

Compatibility  
**iPhone**  
 Requires iOS 12.0 or later.

**iPod touch**  
 Requires iOS 12.0 or later.

**Mac**  
 Requires macOS 11.0 or later and a Mac with Apple M1 chip or later.

Languages  
 English

Age Rating  
 4+

Copyright  
 © 2022 Rocket Money, Inc.

Price  
Free

In-App Purchases  
1. Premium  
2. Premium  
3. Premium

[more](#)[Developer Website ↗](#)[App Support ↗](#)[Privacy Policy ↗](#)

## Supports

**Wallet**Get all of your passes, tickets, cards, and more in one place. [Learn More](#)

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Faster  
Finance

NerdWallet: Money  
Tracker App  
Finance

Bills Organizer &  
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Copilot: The Smart  
Money App  
Finance

Simplifi: Budget App  
& Planner  
Finance

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Finance

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Choose your country or region

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 2

[Link your accounts](#)[Become a member](#)[Download the app](#)

# Let's connect your accounts

Start by linking your checking account and credit cards to allow us to automatically find your subscriptions.

Bank-level 256-bit encryption

[Continue](#)**Checking**[Add](#)**Credit Cards**[Add](#)

 For bank connections, we use Plaid who also powers:

**venmo** **Betterment** **coinbase**

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 3



## Rocket Money uses **Plaid** to connect your account

### **Connect effortlessly**

Plaid lets you securely connect your financial accounts in seconds

### **Your data belongs to you**

Plaid doesn't sell personal info, and will only use it with your permission

By selecting "Continue" you agree to the  
[Plaid End User Privacy Policy](#)

**Continue**

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 4



## End User Privacy Policy

Background

Information We Collect and Cat...

How We Use Your Information

Our Lawful Bases for Processin...

How We Share Your Information

Some Final Details...

Continue

Learn more about Plaid

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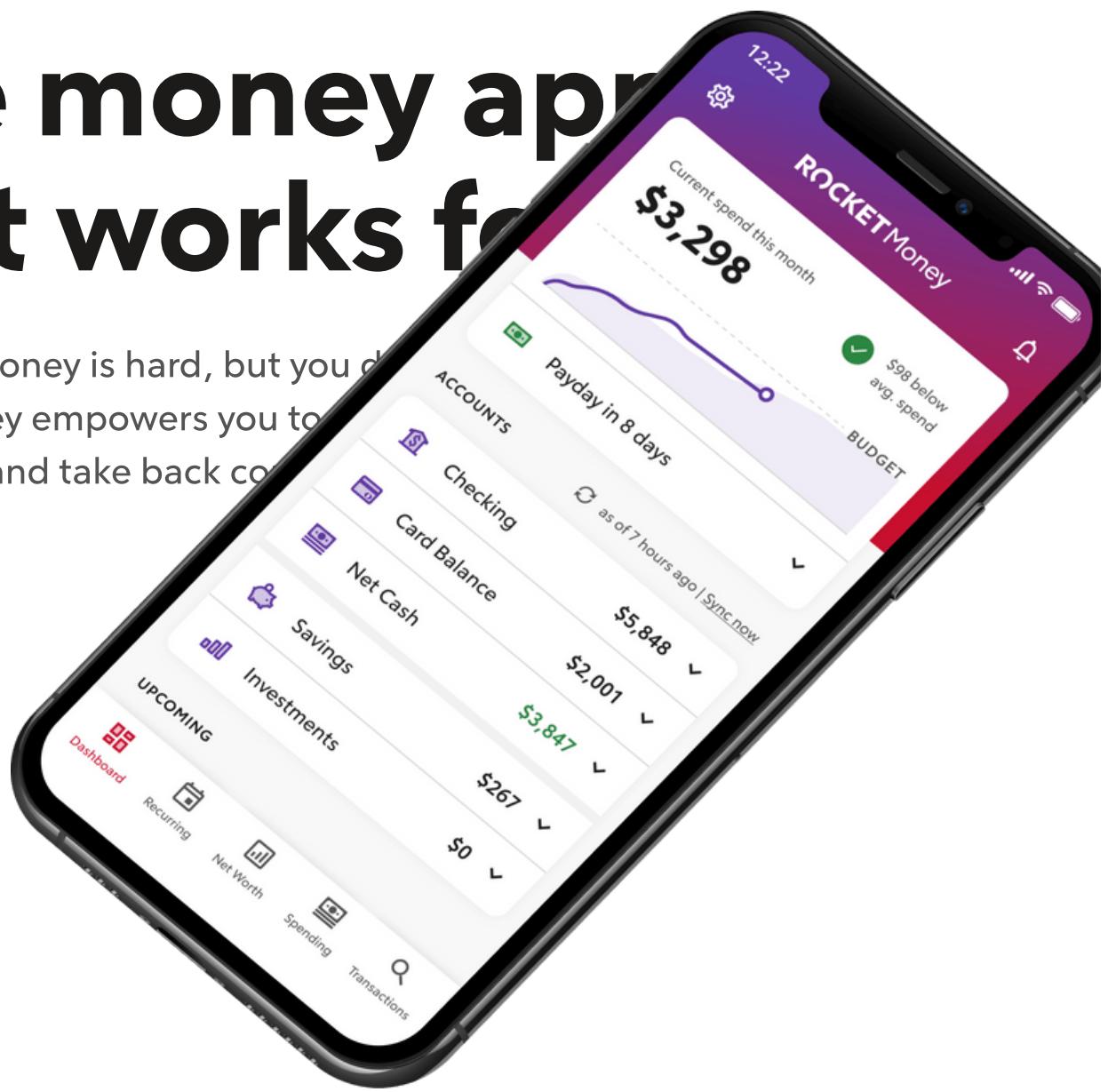
# Exhibit 5



# The money app that works for you.

Managing money is hard, but you don't have to do it alone. Rocket Money empowers you to take control of everything, and take back control of your life.

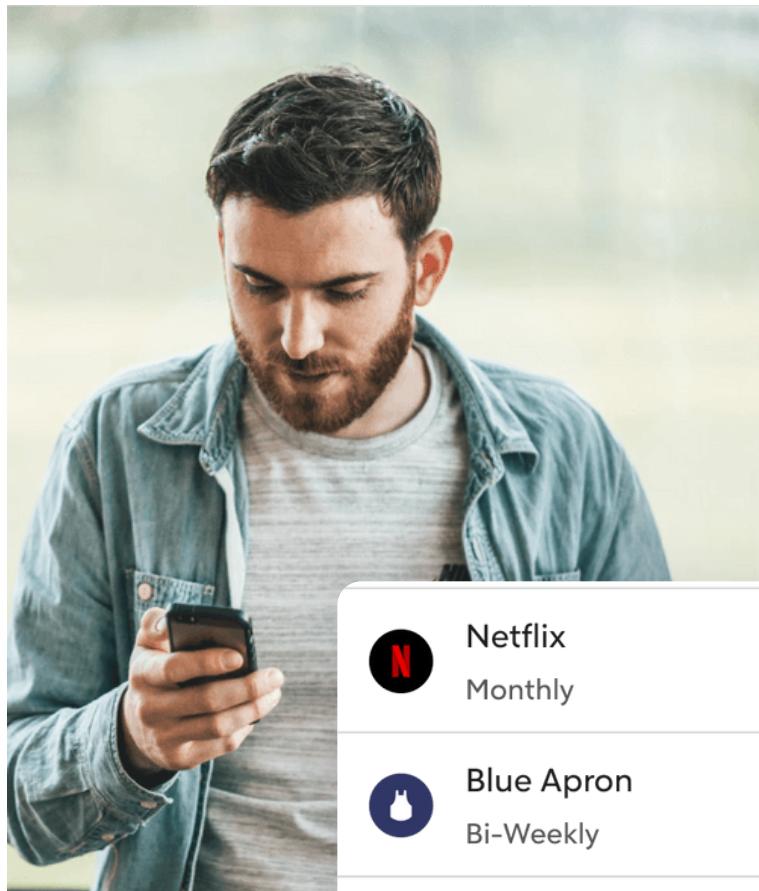
[Sign up](#)



# Join 3.4 million+ members

★ ★ ★ ★ ★ 4.5 Stars (22k Ratings)

We've worked hard for the past 5 years saving our members over \$245 million dollars and counting.



## Get control over your subscriptions

Never pay for an unwanted subscription again. Rocket Money instantly finds and tracks your subscriptions. Your concierge is there when you need them to cancel services so you don't have



Hulu  
Monthly

\$14.99

[View more](#)

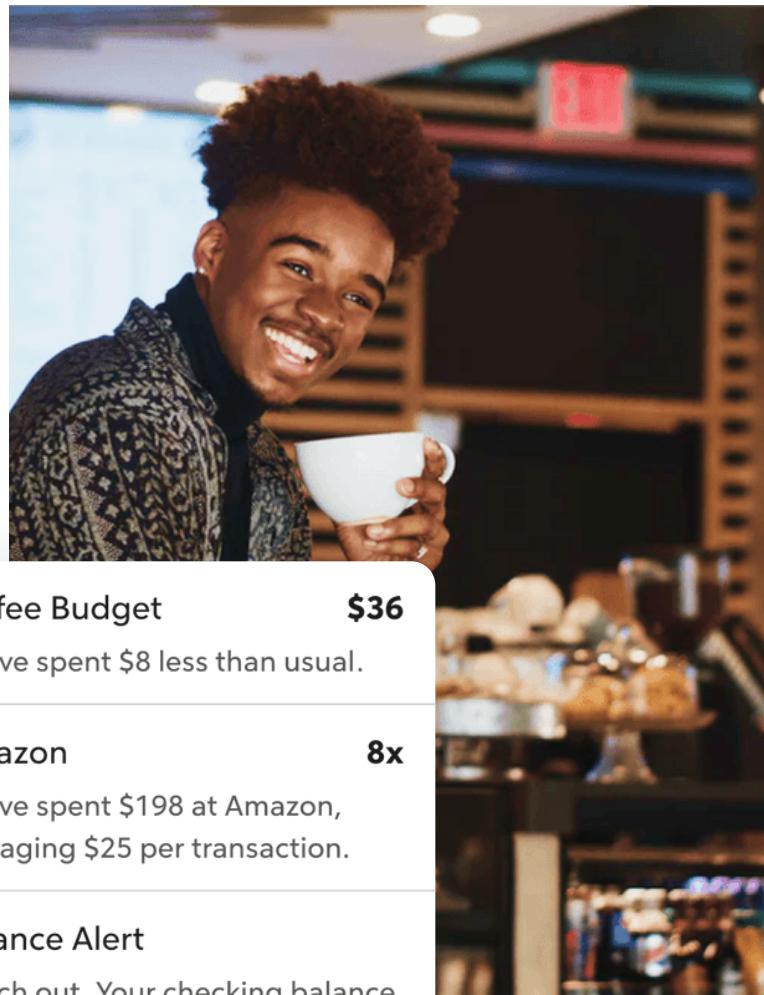


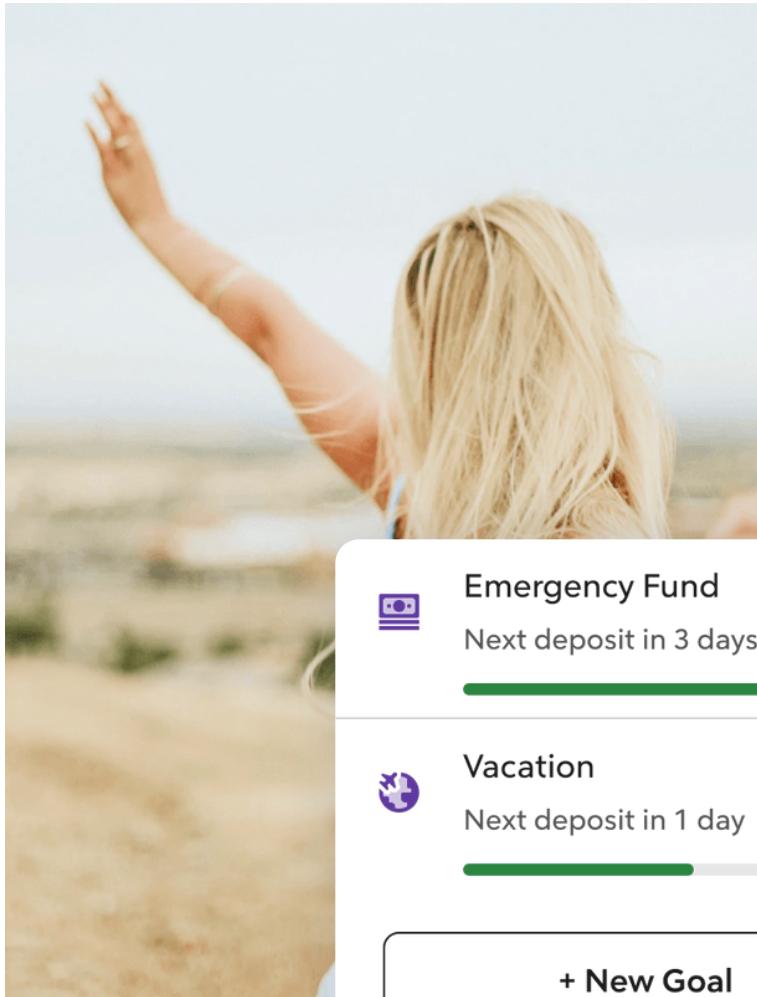
Spotify

# Stay on top of your spending

Get an effortless breakdown of your finances to see where your money is going and how to improve. We'll notify you of important events that need your attention so you're never caught off guard.

[Learn more](#)





## Put your savings on autopilot

Turn on autopilot to save money without thinking about it. Rocket Money

\$750 sets your habits and saves the right amount at the right time while helping you avoid overdraft fees.

...n more

## Rocket Money can also help you...



## Track and understand your credit score

Access your complete credit report and history. Get alerted to important changes that impact your score.

[Learn more](#)

## Get the best rates on your existing bills

Our concierge will identify bills that can be lowered and negotiate on your behalf for the best rates available.

[Learn more](#)



## Create a budget that works for you

Setup a budget that automatically monitors your spending by category and keeps you on track towards your goals.

[Learn more](#)



## Understand and grow your net worth

Get a full picture of your assets & debt in one place. Make improvements and track your financial journey over time.

[Learn more](#)

# Feel The Love

No need to take our word for it! Here's just a few of our thousands of 5 star reviews.

Truebill canceled at least ten superfluous subscriptions for me in a timely manner. They also lowered my bills by quite a bit. In this climate where every penny counts, I couldn't be more pleased.

Blue\_Raincoat



I've tried many other budgeting/finance app and this is hands down the best one. Easy to use. Links to all my financial institutions with ease. Amazing customer support with any issues. Would 10/10 recommend to anyone looking for a budget/finance app.

Louis G.



**ROCKET**  
Money

Features ▾

About Us

Careers

Log in

Get started

# Get started

Sign up

Download Rocket Money for free on the iOS and Google Play stores – or sign up online today.

About	Features	Resources	Legal	
About Us	Manage Subscriptions	Contact	Terms of Service	© 2015-2022 Rocket Money All Rights Reserved
Careers	Autopilot Savings	Help Center		
Security		Affiliates	Privacy Policy	
Blog	Spending Insights	Lower Bills		Banking services provided by NBKC and partners of Synapse, Members FDIC.
	Credit Scores	How to Cancel		
	Bill Negotiation	Press Kit		
	Budgeting			
	Net Worth			

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 6

[Link your accounts](#)[Become a member](#)[Download the app](#)

# We're in this together

We trust that if we bring you value, you'll support us fairly. It might sound crazy, but we think you should pay what you think is fair.

## with Premium you get:

- ✓ Automated cancellations
- ✓ Unlimited budgets
- ✓ Smart Savings
- ✓ Overdraft & late fee refunds
- ✓ Chat with our experts

**Pay what you think is fair**

**Most people pick \$8**

**\$7**  
/month

**\$8**  
/month

**\$9**  
/month

[Choose custom amount](#)

**7 day free trial, cancel anytime**

[Continue](#)

I authorize Rocket Money to electronically debit my account for \$8/month. I understand I may cancel my subscription at any time via chat in the app or by emailing support@rocketmoney.com.

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 7

# Overview



## For Consumers

[Learn more about Plaid's privacy policies and practices, and the terms and conditions that apply when using Plaid products.](#)

(#consumers)

[\*\*Read more\*\*](#)



## For Developers

[Learn more about the rules that govern developers' access to and use of Plaid products and services.](#)

(#developers)

[\*\*Read more\*\*](#)



## For Job Candidates

[Learn more about the privacy policies and practices applicable to candidates exploring employment opportunities with Plaid.](#)

[Read more >](#)

(#job-candidates)



## Have questions?

Please don't hesitate to contact us at [legalnotices@plaid.com](mailto:legalnotices@plaid.com) if you have questions.

[Contact Plaid >](#)

(mailto:[legalnotices@plaid.com](mailto:legalnotices@plaid.com))

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# Consumers

## End User Privacy Policy

Available languages:

- [Deutsch - Datenschutzrichtlinie für Endnutzer \(#datenschutzrichtlinie-fur-endnutzer\)](#)
- [Française - Politique de confidentialité pour utilisateur final \(#politique-de-confidentialité-pour-utilisateur-final\)](#)
- [Español - Política de privacidad aplicable al usuario final \(#política-de-privacidad-aplicable-al-usuario-final\)](#)
- [Nederlands - Privacybeleid voor eindgebruikers \(#privacybeleid-voor-eindgebruikers\)](#)

Effective Date: February 22, 2022

Privacy and security are very important to us at Plaid. This End User Privacy Policy (“Policy”) is meant to help you (the “end user”) understand how we at Plaid collect, use, and share end user information to operate, improve, develop, and help protect our services, and as otherwise outlined in this Policy. Please take some time to read this Policy carefully.

Please note: this Policy applies to Plaid Inc. and its affiliates and subsidiaries, including Plaid Financial Ltd. and Plaid, B.V. (collectively, "Plaid", "we", "our", and "us"). To determine the relevant Plaid entity that is responsible for processing your information, please see the "Contacting Plaid" section below.

This Policy does not apply to Plaid Identity Verification and Monitor services, which our business customers use to facilitate identity verification, fraud detection, and watchlist screening. Plaid is a processor, or service provider, as it relates to those services and our customers control the purposes and means by which end user information is processed. For information regarding how Plaid and its affiliate process end user information in connection with those services, see our affiliate's End User Privacy Statement.

*Jump to section:*

[First, Some Background \(#first-some-background\)](#)

[Our Data Practices \(#our-data-practices\)](#)

- [Information We Collect and Categories of Sources \(#information-we-collect-and-categories-of-sources\)](#)
- [How We Use Your Information \(#how-we-use-your-information\)](#)
- [Our Lawful Bases for Processing \(EEA and UK End Users Only\) \(#our-lawful-bases-for-processing-eea-and-uk-end-users-only\)](#)
- [How We Share Your Information \(#how-we-share-your-information\)](#)
- [Our Retention and Deletion Practices \(#our-retention-and-deletion-practices\)](#)
- [Protection of Information \(#protection-of-information\)](#)

[Some Final Details... \(#some-final-details\)](#)

- [International Data Transfers \(#international-data-transfers\)](#)
- [Your Data Protection Rights \(#your-data-protection-rights\)](#)
- [Your Privacy Controls \(#your-privacy-controls\)](#)
- [Changes To This Policy \(#changes-to-this-policy\)](#)
- [Contacting Plaid \(#contacting-plaid\)](#)

[Summaries of Processing Activities \(#summaries-of-processing-activities\)](#)

- [Summary of Processing Activities by Category of Information \(#sopa-by-category-of-information\)](#)
- [Summary of Processing Activities by Product \(#sopa-by-product\)](#)

**First, Some Background**

## A quick note about Plaid

Our mission at Plaid is to unlock financial freedom for everyone. Our technology provides an easy way for you to connect your bank account, investment account, payroll account, or other types of financial accounts to software applications that can help you do things like save for retirement, manage your spending, streamline credit applications, or transfer money. These software applications are built and provided by our business customers (we'll call them "developers" here), and powered by Plaid. By delivering access to high-quality, usable financial account data that we've translated and standardized, we enable developers to focus on building experiences that benefit you.

### About this Policy

Our goal with this Policy is to provide a simple and straightforward explanation of what information Plaid collects from and about end users of developer applications ("End User Information"), and how we use and share that information. We value transparency and want to provide you with a clear and concise description of how we treat your End User Information.

Please note that this Policy only covers End User Information that Plaid collects, uses, and shares. It does not explain what developers do with any End User Information we provide to them (or any other information they may collect about you separately from Plaid). This Policy also does not cover any websites, products, or services provided by others. We encourage you to review the privacy policies or notices of developers or those third parties for information about their practices.

## Our Data Practices

This section describes Plaid's data practices relating to our processing of information about you. We also provide summaries of our practices organized by category of information collected and by product at the end of this Policy in the [Summaries of Processing Activities \(#summaries-of-processing-activities\)](#) section.

## Information We Collect and Categories of Sources

As explained in greater detail below, depending on which of Plaid's service you or the developer uses, Plaid may collect the following:

- **Identifiers** (for example, name, email address, phone number, and username);
- **Location information** (for example, timezone setting and device location);
- **Financial information** (for example, financial account name and number, balance, and transaction history);
- **Commercial information** (for example, data relating to which of our services you use through developer apps and the dates and times of your use);
- **Electronic network activity information** (for example, your device hardware model and operating system, and browser data);

- **Professional information** (for example, information about your employer and payroll information); and
- **Inferences** that we have derived from the information we've collected (for example, we may derive location from IP address or your annual income from your pay stubs).

**Information you provide.** When you connect your financial accounts with a developer application or otherwise connect your financial accounts through Plaid, where applicable, we collect identifiers and login information required by the provider of your account, such as your username and password, or a security token. In some cases, we also collect your Social Security number, date of birth, phone number, email address, security questions and answers, and one-time password (OTP) to help verify your identity and connect your financial accounts. When providing this information, you give the developer and Plaid the authority to act on your behalf to access and transmit your End User Information from the relevant bank or other entity that provides your financial accounts (we'll call them "financial product and service providers" in this Policy). You may also provide us with identifiers and other information, including your name, email address, and phone number, when you contact us or enter any such information on our websites.

**Information we collect from your financial accounts.** The information we receive from the financial product and service providers that maintain your financial accounts varies depending on a number of factors, including what and how information is made available by those providers and the specific Plaid services developers use, or in cases where we offer services directly to you, the Plaid services you use. Depending on these factors, the information we collect may include identifiers, commercial information, financial information, and professional information from your financial product and service providers. More specifically, this may include the following types of information:

- Account information, including financial institution name, account name, account type, account ownership, branch number, IBAN, BIC, account number, routing number, and sort code;
- Information about an account balance, including current and available balance;
- Information about credit accounts, including due dates, balances owed, payment amounts and dates, transaction history, credit limit, repayment status, and interest rate;
- Information about loan accounts, including due dates, repayment status, balances, payment amounts and dates, interest rate, guarantor, loan type, payment plan, and terms;
- Information about investment accounts, including transaction information, type of asset, identifying details about the asset, quantity, price, fees, and cost basis;
- Identifiers and information about the account owner(s), including name, email address, phone number, date of birth, and address information;
- Information about account transactions, including amount, date, payee, type, quantity, price, location, involved securities, and a description of the transaction; and
- Professional information, including information about your employer, in limited cases where you've connected your payroll accounts or provided us with your pay stub information.

Depending on the Plaid service a developer uses and the manner that the data is made available, the data collected from your financial accounts may include information from all accounts (e.g., checking, savings, and credit card) accessible through a single set of account credentials.

**Information we receive from your devices.** When you use your device to connect to our services through a developer's application, we receive identifiers and electronic network activity information about that device, including internet protocol (IP) address, timezone setting and location, device location, hardware model, operating system, which features within our services you access, browser data, and other technical information about the device. We also use cookies or similar tracking technologies to collect usage statistics and to help us provide and improve our services. You can find more information about how we use cookies and your related choices in our [Cookie Policy](#) ([/legal/#cookie-policy](#)).

**Information we receive about you from other sources.** We also receive identifiers and commercial information about you directly from the relevant developer or other third parties, including our service providers, bank partners, and identity verification services. For example, developers may provide information such as your full name, Social Security number, email address, phone number, or information about your financial accounts and account transactions, and our bank partners or service providers may provide information such as the status of a transaction you have initiated.

**Inferences we derive from the data we collect.** We may use the information we collect about you to derive inferences. Here are a few examples of the types of inferences we may derive from data we have collected about you from you or other sources:

- We may infer your geolocation or your annual income;
- We may infer the type of account or subaccount you've chosen to connect—for example, when you connect your loan accounts, we can let the developer know whether the account is for a mortgage, student loan, or credit card;
- We may derive inferences from your financial information, including your transaction data, and from other sources to help enable the developers of your connected applications to provide a better user experience to you, like providing you with faster access to your funds.

## How We Use Your Information

We use End User Information for a number of business and commercial purposes, including to operate, improve, and help protect the services we provide, and to develop new services. More specifically, we use your End User Information as follows:

- **Provide Services:** To operate, provide, and maintain our services.
- **Develop Existing Services:** To improve, enhance, modify, add to, and further develop our services.
- **Help Prevent Fraud or Protect Privacy:** To help protect you, developers, our partners, Plaid, and others from fraud, malicious activity, and other privacy and security-related concerns.

• **Develop New Services:** To develop new products and services, and in some cases insights based on the data we've collected about you.

• **Provide Support:** To provide customer support to you or to developers, including to help respond to your inquiries related to our service or developers' applications.

• **Investigate Misuse and Misconduct:** To investigate any misuse of our service or developers' applications, including violations of our [Developer Policy](#) ([/legal/#developer-policy](#)), criminal activity, or other unauthorized access to our services.

[Contact us](#)

(<mailto:legalnotices@plaid.com>)

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• **For Legal Purposes:** To comply with contractual and legal obligations under applicable law and for other legal purposes such as to establish and defend against claims.

• **With Your Consent:** For other notified purposes with your consent or at your direction.

## **Our Lawful Bases for Processing (EEA and UK End Users Only)**

For individuals in the European Economic Area ("EEA") or the United Kingdom ("UK"), our legal basis for processing your End User Information will depend on the information concerned and the context in which we collected or processed it. Generally, however, we will normally only collect and process End User Information where:

- we need to fulfill our responsibilities and obligations in any contract or agreement with you (for example, to comply with our end user services agreements);
- to comply with our legal obligations under applicable law;
- the processing is necessary for our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms (for example, to safeguard our services; to communicate with you; or to update our services); or
- you have given your consent to do so.

To the extent we rely on consent to collect and process End User Information, you have the right to withdraw your consent at any time per the instructions provided in this Policy.

## **How We Share Your Information**

We share End User Information for a number of business purposes:

- With the developer of the application you are using and as directed by that developer (such as with another third party if directed by you);
- To enforce any contract with you;
- With our data processors and other service providers, partners, or contractors in connection with the services they perform for us or developers;

- With your connected financial institution(s) to help establish or maintain a connection you've chosen to make;
- If we believe in good faith that disclosure is appropriate to comply with applicable law, regulation, or legal process (such as a court order or subpoena);
- In connection with a change in ownership or control of all or a part of our business (such as a merger, acquisition, reorganization, or bankruptcy);
- Between and among Plaid and our current and future parents, affiliates, subsidiaries and other companies under common control or ownership;
- As we believe reasonably appropriate to protect the rights, privacy, safety, or property of you, developers, our partners, Plaid, and others; or
- For any other notified purpose with your consent or at your direction.

We may collect, use, and share End User Information in an aggregated, de-identified, or anonymized manner (that does not identify you personally) for any purpose permitted under applicable law. This includes creating or using aggregated, de-identified, or anonymized data based on the collected information to develop new services and to facilitate research to the extent permitted under applicable law.

When you link your financial accounts through Plaid, we typically use Google's reCaptcha service to help detect fraud and abuse. When reCaptcha is used, [Google's Privacy Policy](#) (<https://policies.google.com/privacy?hl=en>) and [Terms of Use](#) (<https://policies.google.com/terms?hl=en>) apply to reCaptcha and information Google collects through reCaptcha.

We do not sell or rent personal information that we collect.

## **Our Retention and Deletion Practices**

We retain End User Information for no longer than necessary to fulfill the purposes for which it was collected and used, as described in this Policy, unless a longer retention period is required under applicable law. As permitted under applicable law, even after you stop using an application or terminate your account with one or more developer, we may still retain your information (for example, if you still have an account with another developer). However, your information will only be processed as required by law or in accordance with this Policy.

Plaid's systems are designed to automatically delete your personal information when a developer removes your connection from their application to your End User Information, which they might do, for example, if you close your account with them. The exceptions to this may be if: (a) you've established a connection with another application through Plaid that is still active; (b) Plaid needs your End User Information to continue providing you with a Plaid service you requested, or to carry out another notified purpose with your consent; (c) Plaid is required by law to keep your End User Information; or (d) Plaid needs your information to help prevent fraud or protect privacy, provide support, or investigate misuse and misconduct.

Please refer to the “Your Data Protection Rights” section of this Policy for options that may be available to you, including the right to request deletion of End User Information. The “Your Privacy Controls” section of this Policy also provides information about tools available to you to help you view and manage the connections you’ve made using Plaid. You can also contact us about our data retention practices using the contact information in the “Contacting Plaid” section below.

## **Protection of Information**

Plaid implements security policies and practices designed to protect the confidentiality and integrity of information about you, including the information you provide to us (such as Social Security number and other identifying information), as well as any other information we collect about you. Plaid implements control measures designed to limit access to this information to personnel who have a business reason to know it and prohibits its personnel from unlawfully disclosing this information.

## **Some Final Details**

### **International Data Transfers**

We operate internationally, and as a result, will transfer the information we collect about you across international borders, including from the EEA or UK to the United States, for processing and storage. To the extent that the information we collect about you is transferred from the EEA or UK to territories/countries for which the EU Commission or UK Secretary of State (as applicable) has not made a finding that the legal framework in that territory/country provides adequate protection for individuals' rights and freedoms for their personal data, we may transfer such data consistent with applicable data protection laws based on prior assessment of the level of data protection afforded in the context of the transfer, including through the use of the EU Commission-approved or UK Secretary of State-approved (as applicable) standard contractual clauses, if necessary in combination with additional safeguards. You can ask for a copy of these standard contractual clauses by contacting us as set out below.

## **Your Data Protection Rights**

Under applicable law, and subject to limitations and exceptions provided by law, if you are located in the EEA or UK, and in certain other jurisdictions, you may have certain rights in relation to the End User Information collected about you and how it is used, including the right to:

- Access End User Information collected about you;
- Request that we rectify or update your End User Information that is inaccurate or incomplete;
- Request, under certain circumstances, that we restrict the processing of or erase your End User Information;
- Object to our processing of your End User Information under certain conditions provided by law;
- Where processing of your End User Information is based on consent, withdraw that consent;

- Request that we provide End User Information collected about you in a structured, commonly used and machine-readable format so that you can transfer it to another company, where technically feasible; and
- File a complaint regarding our data protection practices with a supervisory authority. If you are in the EEA please refer to the [European Data Protection Board website](#) ([https://edpb.europa.eu/about-edpb/board/members\\_en](https://edpb.europa.eu/about-edpb/board/members_en)) for contact details. If you are in the UK please refer to the [Information Commissioner's Office website](#) (<https://ico.org.uk/>) for contact details.

Under the California Consumer Privacy Act (“CCPA”), and subject to certain limitations and exceptions, if you are a California resident, you may have the following rights with respect to End User Information we have collected about you that constitutes personal information under the CCPA:

- To request access to more details about the categories and specific pieces of personal information we may have collected about you in the last 12 months (including personal information disclosed for business purposes);
- To request deletion of your personal information;
- To opt-out of any “sales” of your personal information, if a business is selling your information; and
- To not be discriminated against for exercising these rights.

To exercise your access or deletion rights, where applicable, you can submit a request using our [online form](#) (</legal/data-protection-request-form>). You can also contact us as described in the “Contacting Plaid” section below to exercise any of your data protection rights, where applicable. You may be required to provide additional information necessary to confirm your identity before we can respond to your request.

If we receive your request from an authorized agent, we may ask for evidence that you have provided such agent with a power of attorney or that the agent otherwise has valid written authority to submit requests to exercise rights on your behalf. If you are an authorized agent seeking to make a request, please contact us as described in the “Contacting Plaid” section below.

We will consider all such requests and provide our response within a reasonable period of time (and within any time period required by applicable law). Please note, however, that certain information may be exempt from such requests, for example if we need to keep the information to comply with our own legal obligations or to establish, exercise, or defend legal claims.

## **Your Privacy Controls**

Plaid developed the [Plaid Portal](http://my.plaid.com) (<http://my.plaid.com>) to provide End Users with a convenient, centralized way to view and manage the connections they've made using Plaid.

If you're located in the U.S., you can create a Plaid Portal account by visiting [my.plaid.com](http://my.plaid.com), verifying your phone number and email address, and creating a password. Once you've created a Plaid Portal account, you'll be directed to a dashboard that can show you the financial accounts you've connected

with Plaid and each of your chosen applications, and the types of data shared with each application. Additionally, the Plaid Portal provides you with controls to terminate the connection between applications and your financial accounts and delete data stored in Plaid's systems if you so choose.

Depending on where you're located, you may have certain rights in relation to the End User Information collected about you and how it is used. Please refer to the [Your Data Protection Rights \(#your-data-protection-rights\)](#) section for more detail to determine whether those rights apply to you and how you can exercise those rights, as applicable.

## **Changes To This Policy**

We may update or change this Policy from time to time. If we make any updates or changes, we will post the new policy on Plaid's website at <https://plaid.com/legal> (<https://plaid.com/legal>) and update the effective date at the top of this Policy. We will also notify developers of any material changes in accordance with our developer agreements, as they are generally best positioned to notify their end users about such changes to this Policy, as appropriate.

## **Contacting Plaid**

If you have any questions or complaints about this Policy, or about our privacy practices generally, you can contact us at [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>) or by mail at:

*If you reside outside the EEA or UK:*

Plaid Inc.  
Attn: Legal  
PO Box 7775 #35278  
San Francisco, California 94120-7775  
U.S.A.

*If you reside in the UK:*

Plaid Financial Ltd.  
Attn: Legal  
New Penderel House, 4th Floor  
283-288 High Holborn  
London, United Kingdom, WC1V 7HP

*If you reside in the EEA:*

Plaid, B.V.  
Attn: Legal  
Muiderstraat 1  
1011PZ Amsterdam  
The Netherlands

## **Summaries of Processing Activities**

### **Summary of Processing Activities by Category of Information**

To help provide even greater transparency around our practices, we consolidated the information provided in our Policy above into a table that matches the categories of information Plaid collects about you with the sources of the information, Plaid's uses of the information, and the categories of recipients with whom Plaid shares the information. You can find more detailed descriptions of our data collection, use, and sharing practices in the respective sections of the Policy above.

### **Summary of Processing Activities by Product**

For our current U.S. product suite, we have also identified by product the categories of information Plaid collects about you and Plaid's uses of the information collected. If you would like to know which Plaid product(s) your connected applications use, please contact the developer of the application. Note that this list reflects Plaid's product suite as of the effective date of this Policy and may not include products or services in development as of that date.

## **Assets**

Assets enables you to provide access to a point-in-time consolidated summary of your financial account information—such as account balances, transaction histories, and account holder identity information—with the apps and services you choose. We collect identifiers, financial information, commercial information, location information, electronic network activity information, and we derive inferences from this information. We use this information as specified above in the [How We Use Your Information \(#how-we-use-your-information\)](#) section of this Policy.

## **Auth**

Auth helps to enable you to authenticate your financial account information and provide access to your account and routing numbers with the apps and services you choose. We collect identifiers, financial information, commercial information, location information, and electronic network activity information. We use this information as specified above in the [How We Use Your Information \(#how-we-use-your-information\)](#) section of this Policy.

## **Balance**

Balance enables you to provide access to your real-time financial account balances with the apps and services you choose so they can help you do things like avoid overdrawing your account before you make a money transfer. We collect identifiers, financial information, commercial information, location information, and electronic network activity information. We use this information as specified above in the [How We Use Your Information \(#how-we-use-your-information\)](#) section of this Policy.

## **Identity**

Identity enables you to provide access to the account holder information held by your financial institution—such as your name, email address, phone number, and mailing address—with the apps and services you choose to help them do things like verify your identity or prefill your account information within the app. We collect identifiers, financial information, commercial information, location information, and electronic network activity information. We use this information as specified above in the [How We Use Your Information \(#how-we-use-your-information\)](#) section of this Policy.

## **Identity Verification and Monitor**

Identity Verification and Monitor facilitate identity verification, fraud detection, and watchlist screening services globally for our customers. When we provide Identity Verification and Monitor services to our customers, we only process your data in accordance with our customers' instructions and so our customers determine which information we collect and the purpose and means by which your information is processed. For more information on how we process end user information for our customers and on our customer's instruction, see our affiliate's [End User Privacy Statement. \(#how-we-use-your-information\)](#).

## **Income**

Income enables you to provide access to information pertaining to your income and employment with the apps and services you choose. We collect identifiers, financial information, commercial information, location information, professional information, electronic network activity information, and we derive inferences from this information. We use this information as specified above in the [How We Use Your Information \(#how-we-use-your-information\)](#) section of this Policy.

## **Investments**

Investments enables you to provide access to data from your retirement, brokerage, education savings, and health savings accounts with the apps or services you choose so they can do things like provide you with personal financial and wealth management tools. We collect identifiers, financial information, commercial information, location information, professional information, electronic network activity information, and we derive inferences from this information. We use this information as specified above in the [How We Use Your Information \(#how-we-use-your-information\)](#) section of this Policy.

## **Liabilities**

Liabilities enables you to provide access to financial information from your credit card, mortgage, and student loan accounts with the apps and services you choose. We collect identifiers, financial information, commercial information, location information, electronic network activity information, and we derive inferences from this information. We use this information as specified above in the [How We Use Your Information \(#how-we-use-your-information\)](#) section of this Policy.

## **Plaid Portal**

Plaid Portal enables you to create a Plaid Portal account at my.plaid.com to view and manage the financial connections you've established using Plaid. We collect identifiers, financial information, commercial information, location information, and electronic network activity information. We use this information as specified above in the [How We Use Your Information \(#how-we-use-your-information\)](#) section of this Policy.

## **Signal**

Signal helps the apps and services you use provide a better user experience to you, like providing you with faster access to your funds. We collect identifiers, financial information, commercial information, location information, electronic network activity information, and we derive inferences from this information. We use this information as specified above in the [How We Use Your Information \(#how-we-use-your-information\)](#) section of this Policy.

## **Transactions**

Transactions enable you to provide access to transaction histories from your financial accounts with apps and services you choose so they can provide you with things like personal finance management tools, expense reporting, cash flow modeling, and more. We collect identifiers, financial information, commercial information, location information, electronic network activity information, and we derive inferences from this information. We use this information as specified above in the [How We Use Your Information \(#how-we-use-your-information\)](#) section of this Policy.

# Datenschutzrichtlinie für Endnutzer

Verfügbare Sprachen:

- [English - End User Privacy Policy \(#end-user-privacy-policy\)](#)
- [Español - Política de privacidad aplicable al usuario final \(#política-de-privacidad-aplicable-al-usuario-final\)](#)
- [Française - Politique de confidentialité pour utilisateur final \(#politique-de-confidentialité-pour-utilisateur-final\)](#)
- [Nederlands - Privacybeleid voor eindgebruikers \(#privacybeleid-voor-eindgebruikers\)](#)

Datum des Inkrafttretens: 22. Februar 2022

Datenschutz und Sicherheit sind für uns bei Plaid sehr wichtig. Diese Datenschutzrichtlinie für Endnutzer (die „Richtlinie“) soll Ihnen (dem „Endnutzer“) vermitteln, wie wir bei Plaid Informationen von Endnutzern erfassen, verwenden und weitergeben, um unsere Dienste anzubieten, zu verbessern, weiterzuentwickeln und zu schützen, sowie anderweitig in dieser Richtlinie beschrieben. Bitte nehmen Sie sich etwas Zeit, um diese Richtlinie sorgfältig zu lesen.

Hinweis: Diese Richtlinie gilt für Plaid Inc. und seine verbundenen Unternehmen und Tochtergesellschaften, einschließlich Plaid Financial Ltd. und Plaid, B.V. (zusammen „Plaid“, „wir“, „unser“ und „uns“). Wenn Sie wissen möchten, welches Plaid-Unternehmen für die Verarbeitung Ihrer Daten verantwortlich ist, lesen Sie bitte den Abschnitt „Kontaktaufnahme mit Plaid“ weiter unten.

Diese Richtlinie gilt nicht für die Dienste von Plaid Identity Verification und Monitor, die von unseren Geschäftskunden ("Partnerunternehmen") zum Zwecke der Identitätsprüfung, Betrugserkennung und Überprüfung von Überwachungslisten genutzt werden. Plaid fungiert im Rahmen dieser Dienste als Auftragsverarbeiter oder Dienstleister, während unsere Geschäftskunden die Kontrolle über den Zweck und die Art und Weise der Verarbeitung von Endnutzerdaten genutzt werden. Informationen darüber, wie Plaid und seine Partnerunternehmen Endnutzerdaten im Zusammenhang mit diesen Diensten verarbeiten, finden Sie in der [Endnutzer-Datenschutzerklärung](#) (<https://cognitohq.com/privacy-statement>) unserer Partnerunternehmen.

Zum Abschnitt springen:

[Zunächst einige Hintergrundinformationen \(#zunächst-einige-hintergrundinformationen-datenschutzrichtlinie-für-endnutzer\)](#)

[Unsere Datenpraxis \(#unsere-datenpraxis-datenschutzrichtlinie-für-endnutzer\)](#)

- [Erfasste Informationen und Kategorien von Datenquellen \(#erfasste-informationen-und-kategorien-von-datenquellen-datenschutzrichtlinie-für-endnutzer\)](#)
- [Wie wir Ihre Informationen verwenden \(#wie-wir-ihrre-informationen-verwenden-datenschutzrichtlinie-für-endnutzer\)](#)
- [Unsere Rechtsgrundlagen für die Verarbeitung \(nur für Endnutzer aus dem EWR und dem Vereinigten Königreich\) \(#unsere-rechtsgrundlagen-für-die-verarbeitung-datenschutzrichtlinie-für-endnutzer\)](#)
- [Wie wir Ihre Informationen weitergeben \(#wie-wir-ihrre-informationen-weitergeben-datenschutzrichtlinie-für-endnutzer\)](#)
- [Unsere Aufbewahrungs- und Löschpraktiken \(#unsere-aufbewahrungs-und-loschpraktiken-datenschutzrichtlinie-für-endnutzer\)](#)
- [Schutz von Informationen \(#schutz-von-informationen-datenschutzrichtlinie-für-endnutzer\)](#)

[Einige abschließende Hinweise \(#einige-abschliessende-hinweise-datenschutzrichtlinie-für-endnutzer\)](#)

- [Internationale Datenübermittlung \(#internationale-datenubermittlung-datenschutzrichtlinie-fur-endnutzer\)](#)
- [Ihre Datenschutzrechte \(#ihre-datenschutzrechte-datenschutzrichtlinie-fur-endnutzer\)](#)
- [Ihre Datenschutzeinstellungen \(#ihre-datenschutzeinstellungen-datenschutzrichtlinie-fur-endnutzer\)](#)
- [Änderungen an dieser Datenschutzerklärung \(#anderungen-an-dieser-datenschutzerklaerung-datenschutzrichtlinie-fur-endnutzer\)](#)
- [Kontaktaufnahme mit Plaid \(#kontaktaufnahme-mit-plaid-datenschutzrichtlinie-fur-endnutzer\)](#)

[Übersicht über die Verarbeitungstätigkeiten \(#ubersicht-uber-die-verarbeitungstatigkeiten-datenschutzrichtlinie-fur-endnutzer\)](#)

- [Zusammenfassung der Verarbeitungstätigkeiten nach Datenkategorie \(#zusammenfassung-der-verarbeitungstatigkeiten-nach-datenkategorie-datenschutzrichtlinie-fur-endnutzer\)](#)
- [Zusammenfassung der Verarbeitungstätigkeiten nach Produkt \(#zusammenfassung-der-verarbeitungstatigkeiten-nach-produkt-datenschutzrichtlinie-fur-endnutzer\)](#)

## **Zunächst einige Hintergrundinformationen**

*Eine kurze Erläuterung zu Plaid*

Unser Leitmotiv bei Plaid ist es, finanzielle Freiheit für alle zu ermöglichen. Dank unserer Technologie haben Sie die Möglichkeit, Ihr Bank-, Anlage- und Gehaltskonto oder andere Arten von Finanzkonten ganz einfach mit Softwareanwendungen zu verbinden. Diese können Ihnen z. B. dabei helfen, für die Altersvorsorge zu sparen, Ihre Ausgaben zu verwalten, Kreditanträge zu optimieren oder Geld zu überweisen. Die Softwareanwendungen werden von unseren Geschäftskunden (die wir hier „Entwickler“ nennen) erstellt und bereitgestellt und von Plaid unterstützt. Indem wir den Zugang zu qualitativ hochwertigen, nutzbaren Finanzkontodaten eröffnen, die wir strukturiert und standardisiert haben, können sich die Entwickler auf die Entwicklung von Anwendungen konzentrieren, die Ihnen zugutekommen.

*Über diese Richtlinie*

Das Ziel dieser Richtlinie ist, einfach und unkompliziert zu erklären, welche Daten Plaid von und über Endnutzer von Entwickleranwendungen (die „Endnutzerdaten“) erfasst, und wie wir diese Daten verwenden und weitergeben. Wir legen Wert auf Transparenz und möchten Ihnen klar und deutlich darlegen, wie wir mit Ihren Endnutzerdaten umgehen.

Bitte beachten Sie, dass sich diese Richtlinie nur auf Endnutzerdaten bezieht, die Plaid erfasst, verwendet und weitergibt. Es wird nicht erklärt, wie Entwickler mit Endnutzerdaten umgehen, die wir ihnen zur Verfügung stellen (oder mit anderen Informationen, die sie unabhängig von Plaid über Sie erheben). Darüber hinaus erstreckt sich diese Richtlinie nicht auf Websites, Produkte oder Dienste,

die von Dritten angeboten werden. Bitte sehen Sie sich in diesem Zusammenhang die Datenschutzerklärungen und Hinweise der Entwickler oder dieser Dritten zu lesen, um einen Überblick über deren Praktiken zu gewinnen.

## **Unsere Datenpraxis**

In diesem Abschnitt werden die Datenpraktiken von Plaid im Zusammenhang mit unserer Verarbeitung Sie betreffender Daten beschrieben. Außerdem finden Sie am Ende dieser Richtlinie im Abschnitt "Zusammenfassung der Verarbeitungstätigkeiten (#zusammenfassung-der-verarbeitungstatigkeiten)" eine Übersicht über unsere Praktiken, geordnet nach den Kategorien der erfassten Daten und nach Produkt.

## **Erfasste Informationen und Kategorien von Datenquellen**

Wie unten näher ausgeführt, kann Plaid je nachdem, welchen Plaid-Dienst Sie oder der Entwickler nutzen, folgende Daten speichern:

- **Identifikatoren** (z. B. Name, E-Mail-Adresse, Telefonnummer und Benutzername);
- **Standortinformationen** (z. B. Zeitzone und Gerätestandort);
- **Finanzielle Informationen** (z. B. Name und Nummer des Finanzkontos, Saldo und Transaktionsverlauf);
- **Wirtschaftliche Informationen** (z. B. Daten darüber, welche unserer Dienste Sie über Entwickler-Apps nutzen, sowie die Daten und Uhrzeiten Ihrer Nutzung);
- **Informationen über elektronische Netzwerkaktivität** (z. B. Ihr Hardwaremodell und Betriebssystem sowie Browserdaten);
- **Berufliche Angaben** (z. B. Informationen über Ihren Arbeitgeber und Gehaltsabrechnungsdaten) und
- **Schlussfolgerungen**, die wir aus den von uns gesammelten Informationen abgeleitet haben (z. B. können wir aus der IP-Adresse Ihren Standort oder aus Ihren Gehaltsabrechnungen Ihr Jahreseinkommen ableiten).

**Informationen, die Sie uns mitteilen.** Wenn Sie Ihre Finanzkonten mit einer Entwickleranwendung oder anderweitig über Plaid verbinden, erfassen wir gegebenenfalls Identifikatoren und Anmeldeinformationen, die der Anbieter Ihres Kontos benötigt, wie z. B. Ihren Benutzernamen und Ihr Passwort oder ein Sicherheits-Token. Mitunter werden auch Ihre Sozialversicherungsnummer, Ihr Geburtsdatum, Ihre Telefonnummer, Ihre E-Mail-Adresse, Sicherheitsfragen und -antworten sowie Ihr Einmal-Passwort (One-Time Password, OTP) erfasst, um Ihre Identität zu überprüfen und Ihre Finanzkonten zu verbinden. Wenn Sie diese Informationen zur Verfügung stellen, erteilen Sie damit dem Entwickler und Plaid die Befugnis, in Ihrem Namen für den Zugriff und die Übermittlung von Endnutzerdaten von der jeweiligen Bank oder einem anderen Unternehmen, das Ihre Finanzkonten bereitstellt (in dieser Richtlinie „Finanzprodukt- und Dienstleistungsanbieter“ genannt), zu handeln.

Sie können uns auch Identifikatoren und andere Informationen wie Ihren Namen, Ihre E-Mail-Adresse und Ihre Telefonnummer überlassen, wenn Sie uns kontaktieren oder solche Informationen auf unseren Websites eingeben.

- Kontoinformationen, z. B. Name des Finanzinstituts, Kontoname, Kontotyp, Kontoinhaber, Filialnummer, IBAN, BIC, Kontonummer und Bankleitzahl;
- Informationen über den Kontostand, z. B. aktueller und verfügbarer Saldo;
- Informationen über Kreditkonten, z. B. Fälligkeitsdaten, geschuldete Beträge, Zahlungsbeträge und -termine, Transaktionsverlauf, Kreditlimit, Rückzahlungsstatus und Zinssatz;
- Informationen über Darlehenskonten, z. B. Fälligkeitstermine, Rückzahlungsstatus, Guthaben, Zahlungsbeträge und -termine, Zinssatz, Bürgen, Darlehensart, Zahlungsplan und Bedingungen;
- Informationen über Anlagekonten, z. B. Transaktionsinformationen, Art des Vermögenswerts, identifizierende Angaben über den Vermögenswert, Menge, Preis, Gebühren und Kostenbasis;
- Identifikatoren und Informationen über den/die Kontoinhaber, z. B. Name, E-Mail-Adresse, Telefonnummer, Geburtsdatum und Anschrift;
- Informationen über Kontotransaktionen, z. B. Betrag, Datum, Zahlungsempfänger, Art, Menge, Preis, Ort, beteiligte Wertpapiere und Beschreibung der Transaktion und
- berufliche Informationen, in bestimmten Fällen z. B. Informationen über Ihren Arbeitgeber, wenn Sie Ihre Gehaltskonten verknüpft oder uns Ihre Gehaltsabrechnungen mitgeteilt haben.

Je nach Plaid-Dienst, den ein Entwickler verwendet, und der Art und Weise, in der die Daten zur Verfügung gestellt werden, können die von Ihren Finanzkonten erhobenen Daten Informationen von allen Konten (z.B. Giro-, Spar- und Kreditkartenkonten) enthalten, die über einen einzigen Satz von Kontoanmeldeinformationen abrufbar sind.

**Informationen, die wir von Ihren Geräten erhalten.** Wenn Sie sich mit Ihrem Gerät über die Anwendung eines Entwicklers mit unseren Diensten verbinden, erhalten wir Identifikatoren und Informationen über die elektronischen Netzwerkaktivitäten dieses Geräts, einschließlich der Internetprotokoll-Adresse (IP-Adresse), der Zeitzoneneinstellung und des Standorts, des Gerätestandorts, des Hardwaremodells, des Betriebssystems, der von Ihnen genutzten Funktionen innerhalb unserer Dienste, der Browserdaten und anderer technischer Informationen über das Gerät. Darüber hinaus verwenden wir Cookies oder ähnliche Tracking-Technologien, um Nutzungsstatistiken zu erstellen und um unsere Dienste zu verbessern. Nähere Informationen darüber, wie wir Cookies verwenden und Ihre diesbezüglichen Wahlmöglichkeiten, finden Sie in unserer [Cookie-Richtlinie](https://plaid.com/legal/#cookie-richtlinie) (<https://plaid.com/legal/#cookie-richtlinie>).

**Informationen, die wir aus anderen Quellen über Sie erhalten.** Ferner beziehen wir Identifikatoren und wirtschaftliche Informationen über Sie direkt von den jeweiligen Entwicklern oder anderen Dritten, einschließlich unserer Dienstleister, Bankpartner und Dienste zur Identitätsprüfung. So können uns Entwickler beispielsweise Informationen wie Ihren vollständigen Namen, Ihre

Sozialversicherungsnummer, Ihre E-Mail-Adresse, Ihre Telefonnummer oder Informationen über Ihre Finanzkonten und Kontotransaktionen übermitteln, während unsere Bankpartner oder Dienstanbieter uns Informationen wie den Status einer von Ihnen veranlassten Transaktion mitteilen können.

**Schlussfolgerungen, die wir aus den von uns erhobenen Daten ziehen.** Wir können die Informationen, die wir über Sie erheben, verwenden, um gewisse Schlussfolgerungen zu ziehen. Hier sind einige Beispiele für die Arten von Schlussfolgerungen, die wir aus Daten, die wir von Ihnen oder anderen Quellen über Sie erhoben haben, ableiten:

- wir können auf Ihren geografischen Standort oder auf Ihr jährliches Einkommen schließen,
- wir können Rückschlüsse über die Art des Kontos oder Unterkontos ziehen, das Sie verknüpfen möchten – wenn Sie zum Beispiel Ihre Darlehenskonten verknüpfen, können wir dem Entwickler mitteilen, ob das Konto für eine Hypothek, ein Studentendarlehen oder eine Kreditkarte bestimmt ist,
- wir können aus Ihren Finanzdaten, einschließlich Ihrer Transaktionsdaten sowie aus anderen Quellen Schlussfolgerungen ziehen, sodass die Entwickler der mit Ihnen verknüpften Anwendungen Ihnen ein besseres Nutzererlebnis bieten können, z. B. einen schnelleren Zugriff auf Ihr Geld.

## Wie wir Ihre Informationen verwenden

Wir verwenden Endnutzerdaten für eine Reihe von geschäftlichen und wirtschaftlichen Zwecken, u. a. um die von uns angebotenen Dienste zu betreiben, zu verbessern und zu schützen sowie um neue Dienste zu entwickeln. Im Einzelnen verwenden wir Ihre Endnutzerdaten für folgende Zwecke:

- **Bereitstellung von Diensten:** Um unsere Dienste zu betreiben, bereitzustellen und zu warten.
- **Entwicklung bestehender Dienste:** Um unsere Dienste zu verbessern, zu erweitern, zu ändern, zu ergänzen und weiterzuentwickeln.
- **Betrugsvermeidung und Datenschutz:** Um Sie, Entwickler, unsere Partner, Plaid und andere vor Betrug, böswilligen Aktivitäten und anderen datenschutz- und sicherheitsrelevanten Problemen zu schützen.
- **Entwicklung neuer Dienste:** Um neue Produkte und Dienste zu entwickeln und gegebenenfalls Erkenntnisse zu gewinnen, die auf den erfassten Daten beruhen.
- **Bereitstellung von Support:** Um Ihnen oder Entwicklern Kundensupport zu bieten, darunter die Beantwortung Ihrer Anfragen im Zusammenhang mit unserem Dienst oder den Anwendungen der Entwickler.
- **Ermittlung von Missbrauch und Verstößen:** Um einen eventuellen Missbrauch unserer Dienste oder der Anwendungen von Entwicklern zu untersuchen, einschließlich Verstöße gegen unsere Richtlinie für Entwickler (<https://plaid.com/legal/#developer-policy>), kriminelle Aktivitäten oder andere nicht autorisierte Zugriffe auf unsere Dienste.

- **Rechtliche Zwecke:** Um vertragliche und gesetzliche Verpflichtungen nach dem anwendbaren Recht zu erfüllen und für andere rechtliche Zwecke, wie z. B. zur Feststellung und Abwehr von Ansprüchen.
- **Mit Ihrer Zustimmung:** Zu anderen vorab mitgeteilten Zwecken auf Basis Ihrer Einwilligung oder auf Ihre Veranlassung.

## **Unsere Rechtsgrundlagen für die Verarbeitung (nur für Endnutzer aus dem EWR und Vereinigten Königreich)**

Unsere Rechtsgrundlage für die Verarbeitung Ihrer Endnutzerdaten für Personen im Europäischen Wirtschaftsraum (EWR) oder im Vereinigten Königreich (United Kingdom oder UK) hängt von den betreffenden Daten und dem Kontext ab, in dem wir sie erheben oder verarbeiten. Grundsätzlich gilt jedoch, dass wir Endnutzerdaten nur dann erheben und verarbeiten werden, wenn:

- wir dies zur Erfüllung eines Vertrags oder einer Vereinbarung mit Ihnen oder zur Durchführung vorvertraglicher Maßnahmen erforderlich ist (z. B. zur Erfüllung unserer Vereinbarungen über Endnutzer-Dienste);
- wir unseren gesetzlichen Verpflichtungen nach dem anwendbaren Recht nachkommen müssen;
- die Verarbeitung zur Wahrung unserer berechtigten Interessen erforderlich ist und Ihre Datenschutzinteressen oder Grundrechte und -freiheiten nicht entgegenstehen (z. B. zur Sicherung und Aktualisierung unserer Dienste oder zur Kommunikation mit Ihnen) oder
- Sie Ihre Einwilligung erteilt haben.

Soweit wir uns bei der Verarbeitung von Endnutzerdaten auf Ihre Einwilligung stützen, haben Sie das Recht, diese jederzeit gemäß den in dieser Richtlinie enthaltenen Prozessen mit Wirkung für die Zukunft zu widerrufen.

## **Wie wir Ihre Informationen weitergeben**

Wir geben Endnutzerdaten für eine Reihe von Geschäftszwecken weiter:

- an Entwickler der von Ihnen genutzten Anwendung und auf Anweisung dieses Entwicklers (z. B. einem anderen Dritten, wenn Sie dies wünschen);
- um einen Vertrag mit Ihnen durchzusetzen;
- unseren Datenverarbeitern und anderen Dienstleistern, Partnern oder Auftragnehmern in Verbindung mit den Diensten, die sie für uns oder die Entwickler erbringen;
- Ihren verbundenen Finanzinstituten, um die von Ihnen gewählte Verbindung herzustellen oder aufrechtzuerhalten;

- wenn wir in gutem Glauben überzeugt sind, dass die Offenlegung angemessen ist, um geltendem Recht, Vorschriften oder Verpflichtungen in rechtlichen Verfahren (wie Gerichtsbeschlüsse oder Vorladungen) nachzukommen;
- im Zusammenhang mit einer Änderung der Eigentums- oder Beherrschungsverhältnisse in Bezug auf unser gesamtes oder einen Teil unseres Unternehmens (z. B. Fusion, Übernahme, Umstrukturierung oder Insolvenz);
- innerhalb von Plaid sowie an unsere derzeitigen und zukünftigen Muttergesellschaften, verbundenen Unternehmen, Tochtergesellschaften und andere Unternehmen, die unter gemeinsamer Kontrolle oder in gemeinsamem Eigentum stehen;
- soweit wir es für angemessen halten, um die Rechte, die Privatsphäre, die Sicherheit oder das Eigentum von Ihnen, Entwicklern, unseren Partnern, Plaid und anderen zu schützen oder
- zu anderen mitgeteilten Zwecken mit Ihrer Zustimmung oder auf Ihre Anweisung hin.

Wir sind berechtigt, Endnutzerdaten in aggregierter, de-identifizierter oder anonymisierter Form (die Sie nicht persönlich identifiziert) für alle nach dem anwendbaren Recht zulässigen Zwecke zu erheben, zu verwenden und weiterzugeben. Dies umfasst die Erstellung oder Verwendung aggregierter, de-identifizierter oder anonymisierter Daten auf der Grundlage der erfassten Informationen zur Entwicklung neuer Dienste und zur Erleichterung der Forschung, soweit dies nach dem anwendbaren Recht zulässig ist.

Wenn Sie Ihre Finanzkonten über Plaid verknüpfen, verwenden wir normalerweise den reCaptcha-Dienst von Google, um Betrug und Missbrauch zu erkennen. Bei der Verwendung von reCaptcha gelten die [Datenschutzbestimmungen](https://policies.google.com/privacy?hl=en) (<https://policies.google.com/privacy?hl=en>) und [Nutzungsbedingungen von Google](https://policies.google.com/terms?hl=en) (<https://policies.google.com/terms?hl=en>) für reCaptcha und die Informationen, die Google über reCaptcha erfasst.

Wir verkaufen oder verleihen keine personenbezogenen Daten, die wir erheben.

## **Unsere Aufbewahrungs- und Löschpraktiken**

Wir speichern Endnutzerdaten nicht länger, als es für die Erfüllung der in dieser Richtlinie beschriebenen Zwecke, für die sie erhoben und verwendet wurden, erforderlich ist, es sei denn, eine längere Aufbewahrungsfrist ist nach dem anwendbaren Recht erforderlich. Im Rahmen des anwendbaren Rechts können wir Ihre Daten auch dann noch aufbewahren, wenn Sie die Nutzung einer Anwendung einstellen oder Ihr Konto bei einem oder mehreren Entwicklern auflösen (zum Beispiel, wenn Sie noch ein Konto bei einem anderen Entwickler haben). Die Verarbeitung Ihrer Daten erfolgt jedoch nur, soweit dies gesetzlich vorgeschrieben ist oder in Übereinstimmung mit dieser Richtlinie.

Die Systeme von Plaid sind darauf konzipiert, dass Ihre personenbezogenen Daten automatisch gelöscht werden, wenn ein Entwickler Ihre Verbindung von seiner Anwendung zu Ihren Endnutzerdaten aufhebt. Das kann zum Beispiel der Fall sein, wenn Sie Ihr Konto bei dem Entwickler schließen. Ausgenommen hiervon sind unter Umständen Fälle, in denen: (a) Sie eine Verbindung zu

einer anderen Anwendung über Plaid hergestellt haben, die noch aktiv ist, (b) Plaid Ihre Endnutzerdaten zur weiteren Bereitstellung eines von Ihnen angeforderten Plaid-Dienstes oder zur Durchführung eines anderen mitgeteilten Zwecks mit Ihrer Zustimmung benötigt, (c) Plaid gesetzlich verpflichtet ist, Ihre Endnutzerdaten zu speichern, oder (d) Plaid Ihre Daten zur Verhinderung von Betrug oder zum Schutz der Privatsphäre, zur Leistung von Support oder zur Untersuchung von Missbrauch und Fehlverhalten benötigt.

Bitte lesen Sie den Abschnitt „Ihre Datenschutzrechte“ in dieser Richtlinie, um sich über die Ihnen zur Verfügung stehenden Möglichkeiten zu informieren, einschließlich des Rechts, die Löschung von Endnutzerdaten zu verlangen. Der Abschnitt „Ihre Datenschutzeinstellungen“ dieser Richtlinie enthält auch Informationen zu Tools, die Ihnen zur Verfügung stehen, um Verbindungen, die Sie mit Plaid hergestellt haben, anzuzeigen und zu verwalten. Mittels der Kontaktdaten im Abschnitt „Kontaktaufnahme mit Plaid“ können Sie sich auch bezüglich unserer Aufbewahrungs- und Löschpraktiken mit uns in Verbindung setzen.

## **Schutz von Informationen**

Zum Schutz der Vertraulichkeit und Integrität Ihrer Daten, einschließlich der Daten, die Sie uns aktiv zur Verfügung stellen (z. B. Sozialversicherungsnummer und andere Identifikatoren), sowie aller anderen Daten, die wir über Sie sammeln, wendet Plaid Sicherheitsrichtlinien und -verfahren an. Plaid implementiert Kontrollmaßnahmen, um den Zugang zu diesen Informationen auf Mitarbeiter zu beschränken, die einen geschäftlichen Grund zur Kenntnisnahme haben, und untersagt seinen Mitarbeitern die unrechtmäßige Nutzung und Weitergabe dieser Informationen.

## **Einige abschließende Hinweise**

### **Internationale Datenübermittlung**

Wir sind international tätig und übermitteln die erhobenen Informationen daher über internationale Grenzen hinweg, einschließlich aus dem EWR oder dem Vereinigten Königreich in die Vereinigten Staaten, um sie dort zu verarbeiten und zu speichern. Soweit die von uns über Sie erfassten Daten aus dem EWR oder dem Vereinigten Königreich in Gebiete/Länder übertragen werden, für die die EU-Kommission bzw. das britische Außenministerium nicht festgestellt hat, dass die dortige Rechtsordnung einen angemessenen Schutz der Rechte und Freiheiten natürlicher Personen in Bezug auf deren personenbezogene Daten bietet, können wir diese Daten im Einklang mit den anwendbaren Datenschutzgesetzen auf der Grundlage einer vorherigen Bewertung des im Zusammenhang mit der Übermittlung gewährten Datenschutzniveaus übermitteln. Dazu gehört beispielsweise der Abschluss der von der EU-Kommission bzw. dem britischen Außenministerium genehmigten Standarddatenschutzklauseln, gegebenenfalls in Kombination mit zusätzlichen Sicherheitsvorkehrungen. Sie können uns über die unten genannten Kanäle kontaktieren, um eine Kopie dieser Standarddatenschutzklauseln zu erhalten.

## **Ihre Datenschutzrechte**

Wenn Sie sich im EWR oder Vereinigten Königreich oder in bestimmten anderen Rechtsordnungen befinden, haben Sie nach dem jeweils anwendbaren Recht und vorbehaltlich gesetzlicher Einschränkungen und Ausnahmen, bestimmte Rechte in Bezug auf die über Sie erhobenen Endnutzerdaten und deren Verwendung. Dazu gehören folgende Rechte:

- Auskunft über die über Sie verarbeiteten Endnutzerdaten zu erhalten;
- zu verlangen, dass wir Ihre Endnutzerdaten, die ungenau oder unvollständig sind, berichtigen oder aktualisieren;
- unter bestimmten Umständen zu verlangen, dass wir die Verarbeitung Ihrer Endnutzerdaten einschränken oder diese Daten löschen;
- unter bestimmten, gesetzlich festgelegten Bedingungen Widerspruch gegen die Verarbeitung Ihrer Endnutzerdaten einzulegen;
- wenn die Verarbeitung Ihrer Endnutzerdaten auf einer Einwilligung beruht, diese Einwilligung zu widerrufen;
- zu verlangen, dass wir Ihnen die über Sie erhobenen Endnutzerdaten in einem strukturierten, gängigen und maschinenlesbaren Format zur Verfügung stellen, damit Sie diese Daten an ein anderes Unternehmen übermitteln können, sofern dies technisch möglich ist, und
- eine Beschwerde über unsere Datenschutzpraktiken bei einer Aufsichtsbehörde einzureichen Die Kontaktdaten für den EWR finden Sie auf der [Website des Europäischen Datenschutzausschusses](https://edpb.europa.eu/about-edpb/board/members_en) ([https://edpb.europa.eu/about-edpb/board/members\\_en](https://edpb.europa.eu/about-edpb/board/members_en)). Die Kontaktdaten für das Vereinigte Königreich finden Sie auf der [Website des Information Commissioner's Office](https://ico.org.uk/) (<https://ico.org.uk/>).

Nach dem California Consumer Privacy Act („CCPA“) und vorbehaltlich bestimmter Einschränkungen und Ausnahmen können Sie als Einwohner Kaliforniens die folgenden Rechte in Bezug auf Endnutzerdaten haben, die wir über Sie erfasst haben und die personenbezogene Daten im Sinne des CCPA darstellen:

- Zugang zu weiteren Informationen über die Kategorien und spezifischen Teile der personenbezogenen Daten, die wir in den letzten 12 Monaten über Sie gespeichert haben (einschließlich personenbezogener Daten, die zu Geschäftszwecken weitergegeben wurden);
- die Löschung Ihrer personenbezogenen Daten zu verlangen;
- dem „Verkauf“ Ihrer personenbezogenen Daten zu widersprechen, wenn ein Unternehmen Ihre Daten verkauft, und;
- nicht diskriminiert zu werden, wenn Sie diese Rechte wahrnehmen.

Um von Ihrem Recht auf Auskunft oder Löschung Gebrauch zu machen, können Sie uns über unser [Online-Formular](https://plaid.com/legal/data-protection-request-form) (<https://plaid.com/legal/data-protection-request-form>) kontaktieren. Sie können uns auch, wie unten im Abschnitt „Kontaktaufnahme mit Plaid“ beschrieben, kontaktieren, um Ihre Datenschutzrechte auszuüben. Es kann sein, dass Sie uns zusätzliche Informationen geben müssen, die zur Bestätigung Ihrer Identität notwendig sind, bevor wir auf Ihren Antrag antworten können.

Wenn wir Ihre Anfrage von einem bevollmächtigen Vertreter erhalten, können wir den Nachweis verlangen, dass Sie diesem eine Vollmacht erteilt haben oder dass der Bevollmächtigte anderweitig über eine gültige schriftliche Vollmacht verfügt, um Anfragen zur Ausübung von Rechten in Ihrem Namen zu stellen. Wenn Sie ein bevollmächtigter Vertreter sind und eine Anfrage stellen möchten, setzen Sie sich bitte mit uns in Verbindung, wie unten im Abschnitt „Kontaktaufnahme mit Plaid“ beschrieben.

Wir werden alle diesbezüglichen Anfragen prüfen und innerhalb eines angemessenen Zeitraums (sowie innerhalb aller gesetzlich vorgeschriebenen Fristen) darauf antworten. Bitte beachten Sie jedoch, dass bestimmte Informationen von solchen Anfragen ausgenommen sein können, z. B. wenn wir diese Daten aufbewahren müssen, um unseren eigenen rechtlichen Verpflichtungen nachzukommen oder um Rechtsansprüche geltend zu machen, auszuüben oder zu verteidigen.

## **Ihre Datenschutzeinstellungen**

Plaid hat das [Plaid-Portal \(<http://my.plaid.com/>\)](http://my.plaid.com/) entwickelt, um Endnutzern eine bequeme, zentrale Möglichkeit zu bieten, die Verbindungen, die sie mit Plaid hergestellt haben, anzuzeigen und zu verwalten.

In den USA können Sie ein Plaid-Portal-Konto erstellen, indem Sie my.plaid.com besuchen, Ihre Telefonnummer und E-Mail-Adresse verifizieren und ein Passwort erstellen. Nachdem Sie ein Plaid-Portal-Konto erstellt haben, werden Sie zu einem Dashboard geführt, das Ihnen zeigt, welche Finanzkonten Sie mit Plaid und den von Ihnen gewählten Anwendungen verbunden haben und welche Arten von Daten mit jeder Anwendung geteilt werden. Zusätzlich bietet Ihnen das Plaid-Portal die Möglichkeit, auf Wunsch die Verbindung zwischen Anwendungen und Ihren Finanzkonten zu beenden und in den Systemen von Plaid gespeicherte Daten zu löschen.

Je nachdem, wo Sie sich befinden, können Sie bestimmte Rechte in Bezug auf die über Sie erfassten Endnutzerdaten und deren Nutzung haben. Bitte lesen Sie den Abschnitt [Ihre Datenschutzrechte \(<https://plaid.com/legal/#your-data-protection-rights>\)](https://plaid.com/legal/#your-data-protection-rights), um zu erfahren, ob diese Rechte auf Sie zutreffen und wie Sie diese Rechte gegebenenfalls ausüben können.

## **Änderungen an dieser Richtlinie**

Wir können diese Richtlinie von Zeit zu Zeit aktualisieren oder ändern. Im Falle von Aktualisierungen oder Änderungen werden wir die neue Richtlinie auf der Website von Plaid unter [https://plaid.com/legal \(<https://plaid.com/legal>\)](https://plaid.com/legal) veröffentlichen und das Datum des Inkrafttretens oben in dieser Richtlinie aktualisieren. Wir werden auch Entwickler über alle wesentlichen Änderungen im Rahmen unserer Entwicklervereinbarungen benachrichtigen, da sie im Allgemeinen am besten in der Lage sind, ihre Endnutzer über die Änderungen dieser Richtlinie zu informieren.

## **Kontaktaufnahme mit Plaid**

Wenn Sie Fragen oder Beschwerden zu dieser Richtlinie oder zu unseren Datenschutzpraktiken im Allgemeinen haben, schicken Sie uns bitte eine E-Mail an [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>) oder einen Brief an:

*Wenn Sie Ihren Wohnsitz im EWR haben:*

Plaid, B.V.  
Attn: Legal  
Muiderstraat 1  
1011 PZ Amsterdam  
Netherlands

*Wenn Sie Ihren Wohnsitz im Vereinigten Königreich haben:*

Plaid Financial Ltd.  
Attn: Legal  
New Penderel House, 4th Floor  
283-288 High Holborn  
London, Großbritannien, WC1V 7HP

*Wenn Sie Ihren Wohnsitz außerhalb des EWR oder des Vereinigten Königreichs haben:*

Plaid Inc.  
Attn: Legal  
PO Box 7775 #35278  
San Francisco, California 94120-7775  
U.S.A.

## **Zusammenfassung der Verarbeitungstätigkeiten**

### **Zusammenfassung der Verarbeitungstätigkeiten nach Datenkategorie**

Um die Transparenz unserer Praktiken noch weiter zu erhöhen, haben wir die Informationen in unserer obigen Richtlinie in einer Tabelle zusammengefasst, in der die Kategorien von Daten, die Plaid über Sie verarbeitet, den Datenquellen, der Nutzungszwecken von Plaid und den Kategorien von Datenempfängern zugeordnet sind. Ausführlichere Beschreibungen unserer Praktiken zur Erhebung, Verwendung und Weitergabe der Daten finden Sie in den jeweiligen Abschnitten der obigen Richtlinie.

### **Zusammenfassung der Verarbeitungstätigkeiten nach Produkt**

Für die aktuelle US-Produktreihe haben wir auch die Kategorien von Informationen, die Plaid über Sie erhebt, und die Verwendung der erhobenen Informationen durch Plaid nach Produkten geordnet. Wenn Sie erfahren möchten, welche Plaid-Produkte Ihre verbundenen Anwendungen verwenden, kontaktieren Sie bitte den Entwickler der Anwendung. Wir weisen darauf hin, dass diese Liste die

Produktpalette von Plaid zum Zeitpunkt des Inkrafttretens dieser Richtlinie wiedergibt und möglicherweise keine Produkte oder Dienstleistungen enthält, die zu diesem Zeitpunkt in der Entwicklung sind.

Wenn nicht anders angegeben, finden Sie Details darüber, wie wir die im Rahmen der nachstehenden Produkte erhobenen Daten verarbeiten, oben im Abschnitt "[Wie wir Ihre Informationen verwenden \(<https://plaid.com/legal/#how-we-use-your-information>\)](#)".

## **Assets**

Assets ermöglicht Ihnen den Zugriff auf eine konsolidierte Zusammenfassung Ihrer Finanzkontoinformationen – wie Kontostände, Transaktionshistorie und Informationen zur Identität des Kontoinhabers – mit den von Ihnen gewählten Anwendungen und Diensten. Wir erfassen Identifikatoren, Finanzinformationen, wirtschaftliche Informationen, Standortinformationen, Informationen über elektronische Netzwerkaktivität und ziehen Schlussfolgerungen aus diesen Informationen.

## **Auth**

Auth hilft Ihnen bei der Authentifizierung Ihrer Kontoinformationen und ermöglicht den Zugriff auf Ihre Kontodaten mit den von Ihnen gewählten Apps und Diensten. Wir erfassen Identifikatoren, Finanzinformationen, wirtschaftliche Informationen, Standortinformationen und Informationen über elektronische Netzwerkaktivität.

## **Balance**

Mit Balance können Sie den von Ihnen ausgewählten Apps und Diensten Zugriff auf Ihre Kontostände in Echtzeit geben, damit diese Ihnen helfen können, z. B. die Überziehung Ihres Kontos zu vermeiden, bevor Sie eine Überweisung tätigen. Wir erfassen Identifikatoren, Finanzinformationen, wirtschaftliche Informationen, Standortinformationen und Informationen über elektronische Netzwerkaktivität.

## **Identity**

Mit Hilfe von Identity können Sie den von Ihnen gewählten Apps und Diensten Zugriff auf die Kontoinhaberdaten Ihres Finanzinstituts gewähren, z. B. Namen, E-Mail-Adresse, Telefonnummer und Postanschrift, damit diese beispielsweise Ihre Identität überprüfen oder Ihre Kontoinformationen innerhalb der App vorausfüllen können. Wir erfassen Identifikatoren, Finanzinformationen, wirtschaftliche Informationen, Standortinformationen und Informationen über elektronische Netzwerkaktivität.

## **Identity Verification und Monitor**

Identity Verification und Monitor bieten unseren Kunden weltweit Dienste zur Identitätsüberprüfung, Betrugserkennung und Watchlist-Screening. Wenn wir unseren Kunden Dienste zur Identitätsüberprüfung und Überwachung anbieten, erfassen und verarbeiten wir Ihre Daten nur entsprechend den Anweisungen unserer Kunden, die somit bestimmen, welche Informationen wir erfassen und zu welchem Zweck und mit welchen Mitteln sie verarbeitet werden. Für weitere Informationen darüber, wie wir Endnutzerdaten für unsere Kunden und auf deren Anweisung verarbeiten, lesen Sie bitte die [Endnutzer-Datenschutzerklärung für das betreffende verbundene Unternehmen.](https://cognitohq.com/privacy-statement) (<https://cognitohq.com/privacy-statement>)

## **Income**

Mit Income können Sie den von Ihnen gewählten Apps und Diensten Zugang zu Informationen über Ihr Einkommen und Ihre Beschäftigung geben. Wir erfassen Identifikatoren, Finanzinformationen, wirtschaftliche Informationen, Standortinformationen, berufliche Informationen, Informationen über elektronische Netzwerkaktivität und ziehen Schlussfolgerungen aus diesen Informationen.

## **Investments**

Investments gibt Ihnen die Möglichkeit, den von Ihnen gewählten Apps oder Diensten Zugriff auf die Daten Ihrer Renten-, Makler-, Bildungsspar- und Gesundheitssparkonten zu gewähren, damit diese Ihnen beispielsweise persönliche Finanz- und Vermögensverwaltungstools an die Hand geben können. Wir erfassen Identifikatoren, Finanzinformationen, wirtschaftliche Informationen, Standortinformationen, berufliche Informationen, Informationen über elektronische Netzwerkaktivität und ziehen Schlussfolgerungen aus diesen Informationen.

## **Liabilities**

Über Liabilities können Sie den von Ihnen gewählten Apps und Diensten Zugriff auf die Finanzdaten Ihrer Kreditkarten-, Hypotheken- und Studienkreditkonten gewähren. Wir erfassen Identifikatoren, Finanzinformationen, wirtschaftliche Informationen, Standortinformationen, Informationen über elektronische Netzwerkaktivität und ziehen Schlussfolgerungen aus diesen Informationen.

## **Plaid-Portal**

Das Plaid-Portal ermöglicht es Ihnen, ein Plaid-Portal-Konto unter my.plaid.com zu erstellen, um die finanziellen Verbindungen, die Sie über Plaid hergestellt haben, anzuzeigen und zu verwalten. Wir erfassen Identifikatoren, Finanzinformationen, wirtschaftliche Informationen, Standortinformationen und Informationen über elektronische Netzwerkaktivität.

## **Signal**

Signal hilft den von Ihnen genutzten Apps und Diensten, Ihnen ein besseres Nutzererlebnis zu ermöglichen, z. B. einen schnelleren Zugriff auf Ihr Geld. Wir erfassen Identifikatoren, Finanzinformationen, wirtschaftliche Informationen, Standortinformationen, Informationen über

elektronische Netzwerkaktivität und ziehen Schlussfolgerungen aus diesen Informationen.

## Transactions

Mit Hilfe von Transactions können Sie den von Ihnen ausgewählten Apps und Diensten Zugriff auf die Transaktionshistorie Ihrer Finanzkonten gewähren, so dass diese Ihnen z. B. Tools zur Verwaltung Ihrer persönlichen Finanzen, Ausgabenberichte, Cashflow-Modelle und vieles mehr anbieten können. Wir erfassen Identifikatoren, Finanzinformationen, wirtschaftliche Informationen, Standortinformationen, Informationen über elektronische Netzwerkaktivität und ziehen Schlussfolgerungen aus diesen Informationen.

## Política de privacidad aplicable al usuario final

Available languages:

- [Deutsch - Datenschutzrichtlinie für Endnutzer \(#datenschutzrichtlinie-fur-endnutzer\)](#)
- [English - End User Privacy Policy \(#end-user-privacy-policy\)](#)
- [Française - Politique de confidentialité pour utilisateur final \(#politique-de-confidentialité-pour-utilisateur-final\)](#)
- [Nederlands - Privacybeleid voor eindgebruikers \(#privacybeleid-voor-eindgebruikers\)](#)

Fecha de entrada en vigor: 22 de febrero de 2022

La privacidad y la seguridad son muy importantes para nosotros en Plaid. La finalidad de esta Política de privacidad aplicable al usuario final (la "Política") es ayudarle a usted (el "usuario final") a entender cómo recabamos, usamos y compartimos nosotros en Plaid la información sobre el usuario final para hacer funcionar, mejorar, desarrollar y ayudar a proteger nuestros servicios, y para cualesquiera otras finalidades que se estipulen en esta Política. Rogamos dedique unos instantes a leer esta Política con atención.

Por favor, tenga en cuenta que: esta Política se aplica a Plaid Inc., sus empresas vinculadas y filiales, incluidas Plaid Financial Ltd. y Plaid, B.V. (conjuntamente, "Plaid", "nosotros", "nuestro" y "nos"). Para determinar la entidad pertinente de Plaid que es responsable del tratamiento de su información, por favor consulte la sección "Cómo ponerse en contacto con Plaid" abajo.

Esta Política no se aplica a los servicios de verificación y monitoreo de identidad de Plaid, que nuestros clientes comerciales utilizan para facilitar la verificación de identidad, la detección de fraudes y la verificación de listas de vigilancia. Plaid es un procesador o proveedor de servicios, ya que se relaciona con esos servicios y nuestros clientes controlan los propósitos y los medios por los

cuales se procesa la información del usuario final. Para obtener información sobre cómo Plaid y su afiliado procesan la información del Usuario final en relación con esos servicios, consulte la Declaración de privacidad del Usuario final de nuestro afiliado.

*Ir a la sección:*

[Primero, un poco de contexto \(#primero-un-poco-de-contexto\)](#)

[Nuestras prácticas relativas a datos \(#nuestras-prácticas-relativas-a-datos\)](#)

- [Información que recabamos y categorías de fuentes \(#información-que-recabamos-y-categorías-de-fuentes\)](#)
- [Cómo utilizamos su información \(#cómo-utilizamos-su-información\)](#)
- [Nuestras bases legitimadoras para el tratamiento \(aplicables exclusivamente a usuarios finales del EEE y del Reino Unido\) \(#nuestras-bases-legitimadoras-para-el-tratamiento-aplicables-exclusivamente-a-usuarios-finales-del-eee-y-del-reino-unido\)](#)
- [Cómo compartimos su información \(#cómo-compartimos-su-información\)](#)
- [Nuestras prácticas de conservación y supresión \(#nuestras-prácticas-de-conservación-y-supresión\)](#)
- [Protección de la información \(#protección-de-la-information\)](#)

[Algunos detalles finales \(#algunos-detalles-finales\)](#)

- [Transferencias internacionales de datos \(#transferencias-internacionales-de-datos\)](#)
- [Sus derechos en materia de protección de datos \(#sus-derechos-en-materia-de-protección-de-datos\)](#)
- [Controles sobre su privacidad \(#controles-sobre-su-privacidad\)](#)
- [Cambios en esta Política \(#cambios-en-esta-política\)](#)
- [Cómo ponerse en contacto con Plaid \(#cómo-ponerse-en-contacto-con-plaid\)](#)

[Resúmenes de las actividades de tratamiento \(#resúmenes-de-las-actividades-de-tratamiento\)](#)

- [Resumen de las actividades de tratamiento por categoría de información \(#resumen-de-las-actividades-de-tratamiento-por-categoría-de-información\)](#)
- [Resumen de las actividades de tratamiento por producto \(#resumen-de-las-actividades-de-tratamiento-por-producto\)](#)

## **Primero, un poco de contexto**

*Breve comentario sobre Plaid*

Nuestra misión en Plaid es desbloquear la libertad financiera para todo el mundo. Nuestra tecnología facilita una forma sencilla para que usted conecte su cuenta bancaria, cuenta de inversión, cuenta nómina u otros tipos de cuentas financieras a aplicaciones de software que pueden ayudarle a hacer cosas como ahorrar para la jubilación, administrar sus gastos, optimizar solicitudes de crédito o transferir dinero. Dichas aplicaciones de software son desarrolladas y proporcionadas por nuestros clientes comerciales (en lo sucesivo, "desarrolladores"), y Plaid se encarga de alimentarlas. Al proporcionar acceso a datos de cuentas financieras útiles y de gran calidad que hemos traducido y estandarizado, permitimos a los desarrolladores centrarse en crear experiencias que le beneficien a usted.

### *Sobre esta Política*

Nuestro objetivo con esta Política es ofrecer una explicación sencilla y directa sobre qué información recaba Plaid de y sobre los usuarios finales de las aplicaciones de los desarrolladores ("Información de Usuario Final"), y acerca de cómo usamos y compartimos dicha información. Valoramos la transparencia y queremos ofrecerle una descripción clara y concisa de cómo tratamos su Información de Usuario Final.

Por favor, tenga en cuenta que esta Política solo es aplicable a la Información de Usuario Final que Plaid recaba, usa y comparte. No explica lo que los desarrolladores hacen con cualquier Información de Usuario Final que nosotros les suministremos (o cualquier otra información que ellos puedan recabar sobre usted separadamente de Plaid). Esta Política tampoco es aplicable a ningún sitio web, producto o servicio proporcionado por terceros. Le recomendamos que consulte las políticas o avisos de privacidad de los desarrolladores o dichos terceros para informarse de sus prácticas.

### **Nuestras prácticas relativas a datos**

En la presente sección se describen las prácticas que Plaid lleva a cabo en relación con el tratamiento de su información. También proporcionamos resúmenes de nuestras prácticas, organizadas en función de la categoría de la información recabada y el producto, al final de esta Política en la sección [Resúmenes de las actividades de tratamiento \(#resúmenes-de-las-actividades-de-tratamiento\)](#).

### **Información que recabamos y categorías de fuentes**

Según se explica con mayor detalle debajo, y según el servicio que usted o el desarrollador utilicen:

- **Identificadores** (por ejemplo, nombre, dirección de correo electrónico, número de teléfono y nombre de usuario);
- **Información de ubicación** (por ejemplo, configuración de la zona horaria y ubicación del dispositivo);
- **Información financiera** (por ejemplo, nombre y número, saldo e historial de operaciones de la cuenta financiera);

- **Información comercial** (por ejemplo, datos sobre cuáles de nuestros servicios usted usa a través de las aplicaciones de los desarrolladores, así como la fecha y el número de veces que los usa);
- **Información sobre la actividad de la red electrónica** (por ejemplo, el modelo de hardware y el sistema operativo de su dispositivo y los datos de navegación);
- **Información profesional** (por ejemplo, información sobre su empleador e información acerca de su nómina); y
- **Inferencias** que derivamos de la información que nosotros recabamos (por ejemplo, podemos obtener la ubicación del dispositivo de la dirección IP o sus ingresos anuales de sus comprobantes de pago).

**Información que usted suministra.** Cuando usted conecta sus cuentas financieras con una aplicación de un desarrollador, o conecta de forma distinta sus cuentas financieras a través de Plaid, en su caso, recabamos identificadores e información de inicio de sesión requerida por el proveedor de su cuenta, como su nombre de usuario y contraseña, o un token de seguridad. En algunos casos, también recabamos su número de la seguridad social, fecha de nacimiento, número de teléfono, dirección de correo electrónico, preguntas y respuestas de seguridad, y contraseña de un único uso ("OTP", por sus siglas en inglés) para ayudar a verificar su identidad y conectar sus cuentas financieras. Al facilitar esta información, usted autoriza al desarrollador y a Plaid a actuar por cuenta de usted para acceder a su Información de Usuario Final y transmitirla del banco correspondiente u otra entidad que provea sus cuentas financieras (en esta Política los denominaremos "proveedores de productos y servicios financieros"). También puede proporcionarnos identificadores y otra información, incluyendo su nombre, dirección de correo electrónico y número de teléfono, cuando se ponga en contacto con nosotros o introduzca cualquier información de este tipo en nuestros sitios web.

**Información que recabamos de sus cuentas financieras.** La información que recibimos de los proveedores de productos y servicios financieros que mantienen sus cuentas financieras varía en función de una serie de factores, entre ellos, qué información y cómo la ponen a disposición dichos proveedores y los servicios concretos de Plaid que los desarrolladores utilicen o, en los casos en que le ofrecemos servicios directamente a usted, los servicios de Plaid que utiliza. Según estos factores, la información que recopilamos puede incluir identificadores, información comercial, información financiera y otra información profesional de sus proveedores de productos y servicios financieros. En concreto, esto puede incluir los siguientes tipos de información:

- Información sobre la cuenta, incluyendo nombre de la institución financiera, nombre de la cuenta, tipo de cuenta, titularidad de la cuenta, número de sucursal, IBAN, BIC y número de cuenta, número de ruta (routing number) y código de entidad (sort code);
- Información sobre el saldo de la cuenta, incluyendo saldo actual y disponible;
- Información sobre cuentas de crédito, incluidas fechas de vencimiento, saldos adeudados, cantidades de pago y fechas, historial de operaciones, límite de crédito, estado de reembolso y tipo de interés;

- Información sobre cuentas de préstamo, incluidas fechas de vencimiento, estado de reembolso, saldos, cantidades de pago y fechas, tipo de interés, garante, tipo de préstamo, plan de pagos y plazos;
- Información sobre cuentas de inversión, incluida información de transacciones, tipo de activo, detalles identificativos acerca del activo, cantidad, precio, comisiones y base de coste;
- Identificadores e información sobre el titular o titulares de la cuenta, incluyendo nombre, dirección de correo electrónico, número de teléfono, fecha de nacimiento e información de la dirección;
- Información sobre movimientos de cuentas, incluyendo importe, fecha, beneficiario, tipo, cantidad, precio, ubicación, valores comprendidos y una descripción de la transacción; e
- Información profesional, incluida información acerca de su empleador, en casos limitados en los que usted haya conectado sus cuentas de nómina o nos haya proporcionado información sobre su nómina.

Según el servicio de Plaid que el desarrollador utilice y la forma en que los datos estén disponibles, los datos recabados de sus cuentas financieras pueden incluir información de todas las cuentas (por ejemplo, cuenta corriente, ahorro y tarjeta de crédito) accesible a través de un único conjunto de credenciales de cuenta.

**Información que recibimos de sus dispositivos.** Cuando usted usa su dispositivo para conectarse a nuestros servicios a través de la aplicación de un desarrollador, recibimos identificadores e información de actividad de red electrónica sobre ese dispositivo, incluyendo dirección de protocolo de internet (IP), configuración y ubicación de la zona horaria, ubicación del dispositivo, modelo de hardware, sistema operativo, a qué funciones dentro de nuestros servicios accede usted, datos del navegador y otra información técnica sobre el dispositivo. Además, usamos cookies o tecnologías de seguimiento similares para recabar estadísticas de uso y para ayudarnos a proporcionar y mejorar nuestros servicios. Puede obtener más información sobre cómo usamos las cookies y sus opciones al respecto en nuestra [Política de cookies \(#política-de-cookies\)](#).

**Información que recibimos sobre usted de otras fuentes.** También recibimos identificadores e información comercial sobre usted directamente del desarrollador correspondiente o de otros terceros, incluyendo nuestros proveedores de servicios, socios bancarios y servicios de verificación de identidad. Por ejemplo, los desarrolladores pueden proporcionar información como su nombre completo, número de la seguridad social, dirección de correo electrónico, número de teléfono o información sobre sus cuentas financieras y movimientos de cuentas, y nuestros socios bancarios o proveedores de servicios pueden proporcionar información como el estado de una transacción que usted haya iniciado.

**Inferencias que derivamos de los datos que recabamos.** Es posible que usemos la información que recabamos sobre usted para derivar inferencias. Estos son algunos ejemplos de los tipos de inferencias que podemos derivar de los datos que hemos recabado sobre usted directamente de usted o a través de otras fuentes:

- Podemos inferir su geolocalización o sus ingresos anuales;

- Podemos inferir el tipo de cuenta o subcuenta que ha optado por conectar – por ejemplo, cuando conecta sus cuentas de préstamos, nosotros podemos hacer saber al desarrollador si la cuenta es para una hipoteca, un préstamo estudiantil o una tarjeta de crédito;
- Podemos derivar inferencias de su información financiera, incluidos sus datos transaccionales, y de otras fuentes con el fin de ayudar a los desarrolladores de sus aplicaciones conectadas a que puedan ofrecerle una mejor experiencia de usuario, como ofrecerle un acceso más rápido a sus fondos.

## Cómo utilizamos su información

Utilizamos su Información de Usuario Final para una serie de fines comerciales y empresariales, incluyendo para hacer funcionar, mejorar y ayudar a proteger los servicios que prestamos y para desarrollar nuevos servicios. De manera más específica, utilizamos su Información de Usuario Final para:

- **Prestar servicios:** para hacer funcionar, prestar y mantener nuestros servicios.
- **Desarrollar servicios existentes:** para mejorar, perfeccionar, modificar, ampliar y desarrollar en mayor profundidad nuestros servicios.
- **Ayudar a prevenir el fraude o proteger la privacidad:** para ayudar a protegerle a usted, a los desarrolladores, a nuestros socios, a Plaid y a otros frente al fraude, actividades maliciosas y otros riesgos relacionados con la privacidad y la seguridad.
- **Desarrollar nuevos servicios:** para desarrollar nuevos productos y servicios y, en algunos casos, información basada en los datos que hemos recabado sobre usted.
- **Prestar soporte:** para prestarle servicios de atención al cliente a usted o a los desarrolladores, incluyendo para ayudar a responder a las consultas que usted tenga relacionadas con nuestro servicio o las aplicaciones de los desarrolladores.
- **Investigar usos o conductas inadecuados:** para investigar cualquier uso inadecuado de nuestro servicio o de las aplicaciones de los desarrolladores, incluyendo violaciones de nuestra [Política para desarrolladores \(#política-para-desarrolladores\)](#), actividades delictivas u otro acceso no autorizado a nuestros servicios.
- **Para fines legales:** para cumplir con las obligaciones contractuales y legales conforme a las leyes aplicables y otros fines legales, tales como, interponer y defenderse frente a posibles acciones legales.
- **Con su consentimiento:** para otros fines notificados con su consentimiento o siguiendo sus instrucciones.

## Nuestras bases legitimadoras para el tratamiento (aplicables exclusivamente a usuarios finales del EEE y del Reino Unido)

En el caso de las personas que se encuentren en el Espacio Económico Europeo ("EEE") o el Reino Unido, nuestra base legitimadora para el tratamiento de su Información de Usuario Final dependerá de la información en cuestión y del contexto en el que la recabamos o la tratamos. Por lo general, sin embargo, normalmente solo recabaremos y trataremos Información de Usuario Final cuando:

- necesitemos cumplir con nuestras responsabilidades y obligaciones en cualquier contrato o acuerdo con usted (por ejemplo, para cumplir con nuestros acuerdos de servicios de usuario final);
- para cumplir con nuestras obligaciones legales de conformidad con la normativa aplicable;
- el tratamiento sea necesario para nuestros intereses legítimos y no prevalezcan sus intereses de protección de datos o derechos y libertades fundamentales (por ejemplo, para salvaguardar nuestros servicios, para comunicarnos con usted o para actualizar nuestros servicios); o
- usted haya dado su consentimiento para hacerlo.

En la medida en que nos basemos en el consentimiento para recabar y tratar Información de Usuario Final, usted tiene el derecho a retirar su consentimiento en cualquier momento conforme a las instrucciones proporcionadas en esta Política.

## **Cómo compartimos su información**

Compartimos Información de Usuario Final para una serie de fines comerciales:

- con el desarrollador de la aplicación que esté utilizando y según las instrucciones de dicho desarrollador (como con otro tercero si usted lo indica);
- para el cumplimiento de cualquier contrato con usted;
- con nuestros encargados del tratamiento de datos y otros proveedores de servicios, socios o contratistas en relación con los servicios que nos prestan a nosotros o a los desarrolladores;
- con su(s) institución(es) financiera(s) vinculada(s) para permitirle establecer o mantener la conexión que ha elegido realizar;
- cuando creamos de buena fe que la comunicación es apropiada para cumplir con la normativa y legislación aplicables o procedimientos legales (por ejemplo, una orden o citación judicial);
- en relación con un cambio de titularidad o control de la totalidad o parte de nuestra empresa (por ejemplo, una fusión, adquisición, reestructuración o quiebra);
- entre Plaid y nuestras matrices, filiales y otras empresas bajo control o titularidad común presentes y futuras;
- en la medida en que consideremos razonablemente apropiado para proteger los derechos, la privacidad, la seguridad o la propiedad de usted, de los desarrolladores, de nuestros socios, de Plaid y de otros; o

- para cualquier otra finalidad notificada con su consentimiento o siguiendo sus instrucciones.

Podemos recabar, usar y compartir Información de Usuario Final de forma agregada, "desidentificada" (de-identified) o anonimizada (que no le identifica personalmente) para cualquier finalidad permitida bajo la normativa aplicable. Esto incluye la creación o el uso de datos agregados, "desidentificados" (de-identified) o anonimizados a partir de la información recabada para desarrollar nuevos servicios y para facilitar la investigación en la medida en que lo permita la legislación aplicable.

Cuando usted conecta sus cuentas financieras a través de Plaid, nosotros solemos utilizar el servicio de reCaptcha de Google para ayudarnos a detectar fraudes y usos indebidos. Cuando se utiliza reCaptcha, la [Política de Privacidad de Google](https://policies.google.com/privacy?hl=es) (<https://policies.google.com/privacy?hl=es>) y las [Condiciones de Uso de Google](https://policies.google.com/terms?hl=es) (<https://policies.google.com/terms?hl=es>) aplican tanto a reCaptcha como a la información que Google recaba a través de reCaptcha.

No vendemos ni alquilamos la información personal que recabamos.

## **Nuestras prácticas de conservación y supresión**

Conservamos la Información de Usuario Final únicamente durante el periodo de tiempo necesario para cumplir con los fines para los cuales fue recabada y utilizada, según se describe en esta Política, salvo que se requiera un periodo de conservación más amplio en virtud de la normativa aplicable. Según lo permita la normativa aplicable, incluso después de que usted deje de usar una aplicación o cierre su cuenta con uno o más desarrolladores, es posible que aún conservemos su información (por ejemplo, en caso de que usted aún tenga una cuenta con otro desarrollador). Sin embargo, su información solo será tratada según lo requerido legalmente o de acuerdo con esta Política.

Los sistemas de Plaid están diseñados para suprimir de forma automática su información personal cuando un desarrollador elimina la conexión entre su aplicación y su Información de Usuario Final, lo que podría suceder, por ejemplo, si usted cierra su cuenta con ellos. Esto tiene excepciones cuando: (a) usted ha establecido una conexión con otra aplicación a través de Plaid que aún esté activa; (b) Plaid necesita su Información de Usuario Final para seguir prestándole el servicio de Plaid que usted haya solicitado o para llevar a cabo otra finalidad sobre la que se le haya notificado con su consentimiento; (c) la ley exige a Plaid conservar su Información de Usuario Final; o (d) Plaid necesita su información para ayudar a prevenir el fraude o proteger la privacidad, prestar soporte o investigar un usos o conductas inadecuados.

Por favor, remítase a la sección "Sus derechos en materia de protección de datos" de la presente Política para conocer las opciones que puedan estar disponibles para usted, incluido el derecho a solicitar la supresión de Información de Usuario Final. La sección "Controles sobre su privacidad" de la presente Política también le proporcionan información acerca de las herramientas disponibles para ayudarle a ver y gestionar las conexiones que usted ha establecido al utilizar Plaid. También puede contactarnos en relación con nuestras prácticas de conservación de datos usando la información de contacto disponible en la sección "Cómo ponerse en contacto con Plaid", más abajo.

## **Protección de la información**

Plaid implementa políticas y prácticas de seguridad diseñadas para proteger la confidencialidad y la integridad de la información sobre usted, incluida la información que usted nos facilita (como, el número de la seguridad social y otros datos de identificación), así como otra información que nosotros recabemos sobre usted. Plaid implementa medidas de control diseñadas para limitar el acceso a dicha información únicamente al personal que tiene un motivo comercial para conocerla y prohíbe a su personal que divulgue la misma ilegalmente.

### **Algunos detalles finales**

#### **Transferencias internacionales de datos**

Operamos internacionalmente, y por consiguiente, transferiremos la información que recabamos acerca de usted a través de fronteras internacionales, incluyendo del EEE o del Reino Unido a los Estados Unidos, para el tratamiento y el almacenamiento. En la medida en que la información que recabemos acerca de usted se transfiera desde el EEE o el Reino Unido a territorios/países respecto de los cuales la Comisión de la UE o el Secretario de Estado de Reino Unido (según corresponda) no haya adoptado una decisión en el sentido de que el marco legal en ese territorio/país proporciona protección adecuada para los derechos y libertades de las personas físicas en cuanto a sus datos personales, podremos transferir esos datos de conformidad con la normativa aplicable de protección de datos en base a una evaluación previa del nivel de protección de datos que se ofrece en el contexto de la transferencia, incluyendo mediante el uso de las cláusulas contractuales tipo aprobadas por la Comisión de la UE o el Secretario de Estado de Reino Unido (en su caso), en combinación, si es necesario, con garantías adicionales. Puede solicitar una copia de esas cláusulas contractuales tipo contactándonos según se indica debajo.

#### **Sus derechos en materia de protección de datos**

De conformidad con la normativa aplicable, y con sujeción a las limitaciones y excepciones legalmente establecidas, si usted se encuentra en el EEE o el Reino Unido, y en algunas otras jurisdicciones, es posible que tenga ciertos derechos en relación con la Información de Usuario Final recabada sobre usted y cómo se utiliza, incluyendo el derecho a:

- acceder a la Información de Usuario Final recabada sobre usted;
- solicitar que rectifiquemos o actualicemos su Información de Usuario Final que sea inexacta o incompleta;
- solicitar, en determinadas circunstancias, que limitemos el tratamiento de su Información de Usuario Final, o que suprimamos su Información de Usuario Final;
- oponerse a nuestro tratamiento de su Información de Usuario Final cuando concurran determinadas condiciones legalmente previstas;
- cuando el tratamiento de su Información de Usuario Final se fundamente en el consentimiento, a retirar dicho consentimiento;

- solicitar que suministremos la Información de Usuario Final recabada sobre usted en un formato estructurado, de uso común y de lectura mecánica, de forma tal que usted pueda transferirla a otra empresa, cuando sea técnicamente posible; y
- presentar una reclamación relativa a nuestras prácticas en materia de protección de datos ante una autoridad de control (si usted se encuentra en el EEE o el Reino Unido, por favor, consulte el siguiente enlace para obtener la información de contacto: EEE- [https://edpb.europa.eu/about-edpb/board/members\\_es](https://edpb.europa.eu/about-edpb/board/members_es) ([https://edpb.europa.eu/about-edpb/board/members\\_es](https://edpb.europa.eu/about-edpb/board/members_es)) y Reino Unido - [www.ico.org.uk](http://www.ico.org.uk) ([https://ico.org.uk/](http://www.ico.org.uk))).

De conformidad con la Ley de Privacidad del Consumidor de California ("CCPA", por sus siglas en inglés), y con sujeción a determinadas limitaciones y excepciones, si usted es un residente de California, es posible que tenga los siguientes derechos con respecto a la Información de Usuario Final que hemos recabado sobre usted que constituye información personal de conformidad con la CCPA:

- a solicitar el acceso a más detalles acerca de las categorías e información personal específica que podamos haber recabado acerca de usted en los últimos 12 meses (incluida información personal comunicada para fines comerciales);
- a solicitar la supresión de su información personal;
- a oponerse a cualquier "venta" de su información personal, en caso de que una empresa esté vendiendo su información; y
- a no ser discriminado por ejercer estos derechos.

Para ejercer sus derechos de acceso o supresión, en su caso, puede presentar una solicitud usando nuestro formulario online ( disponible [aquí \(/legal/data-protection-request-form-es\)](/legal/data-protection-request-form-es) ). También puede ponerse en contacto con nosotros como se describe abajo en la sección "Cómo ponerse en contacto con Plaid" para ejercer cualquiera de sus derechos de protección de datos, cuando proceda. Es posible que se le pida que proporcione información adicional necesaria para confirmar su identidad antes de que podamos responder a su solicitud.

Si recibimos su solicitud a través de un representante autorizado, le podremos solicitar que acredite que usted le ha otorgado el pertinente poder o que cuenta con un mandato válido por escrito para presentar solicitudes de ejercicio de derechos en su nombre. Si usted es un representante autorizado que busca presentar una solicitud, le rogamos que se ponga en contacto con nosotros de conformidad con lo establecido abajo en la sección "Cómo ponerse en contacto con Plaid".

Examinaremos todas estas solicitudes y proporcionaremos nuestra respuesta dentro de un periodo de tiempo razonable (y dentro de cualquier plazo requerido por la normativa aplicable). No obstante, por favor tenga en cuenta que determinada información puede estar exenta de dichas solicitudes, por ejemplo, en caso de que necesitemos conservar la información para cumplir con nuestras propias obligaciones legales o para establecer, ejercer o defender reclamaciones legales.

## **Controles sobre su privacidad**

Plaid ha desarrollado el [Portal Plaid](http://my.plaid.com) (<http://my.plaid.com>) para facilitar a los Usuarios Finales un medio adecuado y centralizado para ver y gestionar las conexiones que han establecido al utilizar Plaid.

Si se encuentra en los EE. UU., usted puede crear una cuenta en el Portal Plaid visitando [my.plaid.com](http://my.plaid.com), confirmando su número de teléfono y dirección de correo electrónico y creando una contraseña. Una vez que haya creado una cuenta en el Portal Plaid, se le dirigirá a un panel de control en el que se le mostrarán las cuentas financieras que ha conectado con Plaid y cada una de las aplicaciones que usted ha elegido, así como los tipos de datos compartidos con cada aplicación. Además, el Portal Plaid le proporciona controles para finalizar la conexión entre las aplicaciones y sus cuentas financieras y suprimir los datos almacenados en los sistemas de Plaid si así lo desea.

Dependiendo de dónde este ubicado, usted puede tener determinados derechos relativos a la Información de Usuario Final recabada sobre usted y al uso que se hace de ella. Por favor, consulte la sección [Sus derechos en materia de protección de datos \(#sus-derechos-en-materia-de-protección-de-datos\)](#) para mayor información a la hora de determinar si le aplican dichos derechos y cómo puede ejercitarlos, en su caso.

## **Cambios en esta Política**

Podemos actualizar o cambiar esta Política cada cierto tiempo. Si efectuamos cualquier actualización o cambio, publicaremos la nueva política en el sitio web de Plaid, en <https://plaid.com/legal> (/legal), y actualizaremos la fecha efectiva de aplicación en el encabezamiento de esta Política. Además, notificaremos a los desarrolladores cualquier cambio sustancial de conformidad con nuestros acuerdos de desarrolladores, dado que estos suelen estar en mejor posición para informar a sus usuarios finales de tales cambios en esta Política, en su caso.

## **Cómo ponerse en contacto con Plaid**

Si usted tiene cualquier pregunta o reclamación sobre esta Política o sobre nuestras prácticas en materia de privacidad en general, puede ponerse en contacto con nosotros escribiéndonos a [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>), o si prefiere utilizar el correo tradicional, a:

*Si usted reside fuera del EEE o del Reino Unido:*

Plaid Inc.  
A/A: Legal  
PO Box 7775 #35278  
San Francisco, California 94120-7775,  
EE. UU

*Si usted reside en el Reino Unido:*

Plaid Financial Ltd.  
A/A: Legal  
New Penderel House, 4th Floor

283-288 High Holborn  
Londres, Reino Unido, WC1V 7HP

*Si usted reside en el EEE:*

Plaid, B.V.  
A/A: Legal  
Muiderstraat 1  
1011PZ Ámsterdam  
Países Bajos

## **Resúmenes de las actividades de tratamiento**

### **Resumen de las actividades de tratamiento por categoría de información**

Para ayudar a proporcionar aún más transparencia sobre nuestras prácticas, agrupamos la información que se facilita en nuestra Política supra en una tabla que conecta las categorías de información que Plaid recaba sobre usted con las fuentes de información, el uso que Plaid hace de la información y las categorías de destinatarios con quienes Plaid comparte la información. Puede encontrar descripciones más detalladas de nuestras prácticas de recogida, uso e intercambio de datos en las respectivas secciones de la Política anterior.

### **Resumen de las actividades de tratamiento por producto**

Respecto a nuestra gama de productos de EE.UU., también hemos clasificado por producto las categorías de información que Plaid recaba sobre usted, así como los usos que Plaid hace de la información recabada. Si desea conocer los productos de Plaid que usan sus aplicaciones conectadas, póngase en contacto con el desarrollador de la aplicación. Tenga en cuenta que esta lista refleja la gama de productos de Plaid el día en que entra en vigor la presente Política, por lo que pueden no estar incluidos aquellos productos y servicios que se hayan desarrollado con posterioridad.

## **Assets**

Assets le permite acceder a un resumen consolidado, respecto a un determinado momento, de la información de sus cuentas financieras (tales como, los saldos contables, el historial de transacciones y la información relativa a la identidad del titular de la cuenta) con las aplicaciones y servicios de su elección. Nosotros recabamos identificadores, información financiera, información comercial, información de ubicación e información sobre la actividad de la red electrónica y derivamos inferencias de dicha información. Tratamos esta información de conformidad con lo establecido arriba en la sección Cómo utilizamos su información (#cómo-utilizamos-su-información) de la presente Política.

## **Auth**

Auth le permite autenticar la información de su cuenta financiera y le proporciona acceso a sus números de cuenta y de ruta con las aplicaciones y servicios de su elección. Nosotros recabamos identificadores, información financiera, información comercial, información de ubicación e información sobre la actividad de la red electrónica. Tratamos esta información de conformidad con lo establecido arriba en la sección [Cómo utilizamos su información \(#cómo-utilizamos-su-información\)](#) de la presente Política.

## **Balance**

Balance le permite acceder a los saldos de su cuenta financiera en tiempo real con las aplicaciones y servicios de su elección para que le ayuden a realizar cosas como evitar un descubierto en su cuenta antes de hacer una transferencia de dinero. Nosotros recabamos identificadores, información financiera, información comercial, información de ubicación e información sobre la actividad de la red electrónica. Tratamos esta información de conformidad con lo establecido arriba en la sección [Cómo utilizamos su información \(#cómo-utilizamos-su-información\)](#) de la presente Política.

## **Identity**

Identity le permite proporcionar acceso a la información relativa al titular de la cuenta que obra en poder de su institución financiera (tales como, su nombre, dirección de correo electrónico, número de teléfono y dirección de correo postal) con las aplicaciones y servicios de su elección para ayudarles a hacer cosas como verificar su identidad o completar la información de su cuenta en la aplicación. Nosotros recabamos identificadores, información financiera, información comercial, información de ubicación e información sobre la actividad de la red electrónica. Tratamos esta información de conformidad con lo establecido arriba en la sección [Cómo utilizamos su información \(#cómo-utilizamos-su-información\)](#) de la presente Política.

## **Verificación y supervisión de la identidad**

La verificación y supervisión de la identidad facilitan a nuestros clientes servicios de verificación de la identidad, detección de fraudes y control de listas de vigilancia en todo el mundo. Cuando prestamos servicios de verificación y supervisión de la identidad a nuestros clientes, únicamente recopilamos y procesamos sus datos de acuerdo con las directrices de nuestros clientes, por lo que nuestros clientes determinan qué información recopilamos y la finalidad y los medios por los que se procesa su información. Para obtener más información sobre cómo procesamos la información de los usuarios finales para nuestros clientes y según las instrucciones de éstos, consulte la Declaración de privacidad del usuario final de nuestra filial.

## **Income**

Income le permite proporcionar acceso a la información relativa a sus ingresos y empleo con las aplicaciones y servicios de su elección. Nosotros recabamos identificadores, información financiera, información comercial, información de ubicación, información profesional, información sobre la

actividad de la red electrónica y derivamos inferencias de dicha información. Tratamos esta información de conformidad con lo establecido arriba en la sección Cómo utilizamos su información (#cómo-utilizamos-su-información) de la presente Política.

## **Investments**

Investments le permite proporcionar acceso a datos relativos a sus cuentas de jubilación, inversión y de ahorro para la educación y salud con las aplicaciones o servicios de su elección para que puedan hacer cosas como facilitarle herramientas de gestión financiera y patrimonial personal. Nosotros recabamos identificadores, información financiera, información comercial, información de ubicación, información profesional, información sobre la actividad de la red electrónica y derivamos inferencias de dicha información. Tratamos esta información de conformidad con lo establecido arriba en la sección Cómo utilizamos su información (#cómo-utilizamos-su-información) de la presente Política.

## **Liabilities**

Liabilities le permite proporcionar acceso a la información financiera de la cuenta de su tarjeta de crédito, hipoteca y crédito de estudios con las aplicaciones y servicios de su elección. Nosotros recabamos identificadores, información financiera, información comercial, información de ubicación, información sobre la actividad de la red electrónica y derivamos inferencias de dicha información. Tratamos esta información de conformidad con lo establecido arriba en la sección Cómo utilizamos su información (#cómo-utilizamos-su-información) de la presente Política.

## **Plaid Portal**

El Portal Plaid le permite crear una cuenta a través de my.plaid.com para ver y gestionar las conexiones financieras que usted ha establecido al utilizar Plaid. Nosotros recabamos identificadores, información financiera, información comercial, información de ubicación e información sobre la actividad de la red electrónica. Tratamos esta información de conformidad con lo establecido arriba en la sección Cómo utilizamos su información (#cómo-utilizamos-su-información) de la presente Política.

## **Signal**

Signal ayuda a las aplicaciones y servicios que usted usa a ofrecerle una mejor experiencia de usuario, por ejemplo, ofreciéndole un acceso más rápido a sus fondos. Nosotros recabamos identificadores, información financiera, información comercial, información de ubicación, información sobre la actividad de la red electrónica y derivamos inferencias de dicha información. Tratamos esta información de conformidad con lo establecido arriba en la sección Cómo utilizamos su información (#cómo-utilizamos-su-información) de la presente Política.

## **Transactions**

Transactions le permite proporcionar acceso al historial de operaciones de sus cuentas financieras con las aplicaciones o servicios de su elección para que le puedan ofrecer cosas como herramientas de gestión financiera personal, informes sobre gastos, simulaciones de flujos de caja y mucho más. Nosotros recabamos identificadores, información financiera, información comercial, información de ubicación, información sobre la actividad de la red electrónica y derivamos inferencias de dicha información. Tratamos esta información de conformidad con lo establecido arriba en la sección [Cómo utilizamos su información \(#cómo-utilizamos-su-información\)](#) de la presente Política.

## Politique de confidentialité pour utilisateur final

Available languages:

- [Deutsch - Datenschutzrichtlinie für Endnutzer \(#datenschutzrichtlinie-fur-endnutzer\)](#)
- [English - End User Privacy Policy \(#end-user-privacy-policy\)](#)
- [Español - Política de privacidad aplicable al usuario final \(#política-de-privacidad-aplicable-al-usuario-final\)](#)
- [Nederlands - Privacybeleid voor eindgebruikers \(#privacybeleid-voor-eindgebruikers\)](#)

Date d'entrée en vigueur: 22 février 2022

La confidentialité et la sécurité sont très importants pour nous au sein de Plaid. Cette Politique de confidentialité pour utilisateur final (« Politique ») est destinée à vous faire comprendre la façon dont nous, au sein de Plaid, collectons, utilisons et partageons les informations sur l'utilisateur final, afin de faire fonctionner, améliorer, développer et aider à protéger nos services comme décrit par ailleurs au sein de la présente Politique. Nous vous prions de prendre le temps de lire attentivement cette Politique.

Veuillez noter : cette Politique s'applique à Plaid Inc., à ses sociétés affiliées et à ses filiales, y compris Plaid Financial Ltd., et Plaid B.V. (collectivement, « Plaid », « nous », « nos », « notre »). Pour obtenir des informations sur l'entité Plaid responsable du traitement de vos informations, veuillez-vous référer à la section « Contacter Plaid » ci-dessous.

La présente Politique ne s'applique pas aux services de vérification et de surveillance de l'identité de Plaid, que nos clients commerciaux utilisent pour faciliter la vérification de l'identité, la détection des fraudes et le contrôle des listes de surveillance. Plaid est un processeur, ou un fournisseur de services, en ce qui a trait à ces services et nos clients contrôlent les objectifs et les moyens par lesquels les renseignements concernant l'utilisateur final sont traités. Pour obtenir des informations sur la manière dont Plaid et sa société affiliée traitent les informations de l'utilisateur final dans le cadre de ces services, consultez la Déclaration relative à la confidentialité de l'utilisateur final de notre société affiliée.

[Aller à la section:](#)

[Tout d'abord, le contexte \(#tout-dabord-le-contexte\)](#)

[Nos pratiques relatives aux données \(#nos-pratiques-relatives-aux-donnes\)](#)

- [Informations que nous collectons et catégories de sources d'informations \(#informations-que-nous-collectons-et-catgories-de-sources-dinformations\)](#)
- [Comment nous utilisons vos Informations \(#comment-nous-utilisons-vos-informations\)](#)
- [Nos bases juridiques pour le traitement \(Utilisateurs au sein de l'EEE et du Royaume Uni uniquement\) \(#nos-bases-juridiques-pour-le-traitement-utilisateurs-au-sein-de-leee-et-du-royaume-uni-uniquement\)](#)
- [Comment nous partageons vos Informations \(#comment-nous-partageons-vos-informations\)](#)
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- [Transferts internationaux de données \(#transferts-internationaux-de-donnes\)](#)
- [Vos droits relatifs à la protection de vos données \(#vos-droits-relatifs-à-la-protection-de-vos-donnes\)](#)
- [Vos contrôles de confidentialité \(#vos-contrôles-de-confidentialité\)](#)
- [Modifications apportées à cette Politique \(#modifications-apportes--cette-politique\)](#)
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[Résumés des activités de traitement \(#résumés-des-activités-de-traitements\)](#)

- [Résumé des activités de traitement par catégorie d'information \(#résumé-des-activités-de-traitement-par-catégorie-dinformation\)](#)
- [Résumé des activités de traitement par produit \(#résumé-des-activités-de-traitement-par-produit\)](#)

## Tout d'abord, le contexte

*Un mot sur Plaid*

Notre mission à Plaid est de débloquer la liberté financière pour tous. Notre technologie fournit un moyen facile pour que vous (« l'utilisateur final ») puissiez connecter votre compte bancaire, compte de placement, compte de paie ou et d'autres types de comptes financiers aux applications logicielles qui peuvent aider à réaliser des opérations telles que les retraits, la gestion des dépenses, optimisation des demandes de crédit, ou transferts d'argent. Ces applications logicielles sont développées et fournies par nos clients commerciaux (appelés « développeurs »), alimentées et

rendues plus performantes par Plaid. En fournissant un accès à des données financières de haute qualité et utilisables, des données que nous avons traduites et normalisées, nous permettons à nos développeurs de se concentrer sur la création d'expériences pour votre bénéfice.

### *Au sujet de cette politique*

Notre objectif avec cette Politique est de fournir une explication simple et directe sur les informations collectées par Plaid auprès de et au sujet des utilisateurs finaux d'applications pour développeurs, et sur la façon dont nous utilisons et partageons ces informations (« Informations »). Nous attachons une attention particulière à la transparence et souhaitons vous donner une description claire et concise de la façon dont nous traitons vos Informations.

Veuillez noter que cette Politique couvre uniquement les informations des utilisateurs finaux collectées, utilisées et partagées par Plaid. Elle n'explique pas ce que les développeurs font avec les Informations que nous leur fournissons (ou toute autre information qu'ils peuvent collecter à votre sujet en dehors de toutes informations communiquées par Plaid). Cette Politique ne couvre pas non plus les sites web, produits, ou services fournis par des tiers. Nous vous encourageons à prendre connaissance des politiques de confidentialité ou notice d'information de nos développeurs ou des tiers pour vous informer sur leurs pratiques à ce sujet.

## **Nos pratiques relatives aux données**

Cette section décrit les pratiques de Plaid en matière de traitement des informations vous concernant. Nous fournissons également des résumés de nos pratiques organisés par catégorie d'informations collectées et par produit à la fin de cette Politique dans la section Résumés des activités de traitement (#résumés-des-activités-de-traitements).

## **Informations que nous collectons et catégories de sources d'informations**

Comme expliqué plus en détail ci-dessous, selon le service de Plaid que vous ou le développeur utilisez:

- **les identifiants** (par exemple, nom, adresse électronique, numéro de téléphone et nom d'utilisateur);
- **les informations de localisation** (par exemple, réglage du fuseau horaire et localisation de l'appareil);
- **les informations financières** (par exemple, nom et numéro de compte financier, solde, historique des transactions);
- **les informations commerciales** (par exemple, les données relatives à ceux de nos services que vous utilisez par le biais d'apps de développeurs et les dates et heures de votre utilisation);
- **les informations des activité des réseaux** (par exemple, le modèle de matériel et le système d'exploitation de votre appareil, et les données du navigateur);

- **les informations professionnelles** (par exemple, des informations sur votre employeur et des informations sur la paie); et
- **les inférences** déduites à partir des informations que nous avons collectées (par exemple, nous pouvons déduire la localisation à partir de l'adresse IP ou votre revenu annuel à partir de vos fiches de paie).

**Informations que vous fournissez.** Lorsque vous connectez vos comptes financiers avec l'application d'un développeur ou, le cas échéant, que vous connectez vos comptes financiers au moyen de Plaid, nous collectons les identifiants et informations de connexion requises par votre prestataire de compte, tel que votre nom d'utilisateur et mot de passe ou jeton de sécurité. Dans certains cas, nous collectons également votre numéro de sécurité sociale, date de naissance, numéro de téléphone, adresse email, questions et réponses de sécurité ou mot de passe à usage unique pour aider à vérifier votre identité et connecter vos comptes financiers. En fournissant ces informations, vous donnez au développeur et à Plaid l'autorité d'agir en votre nom pour accéder et transmettre vos Informations provenant de la banque concernée ou d'une autre entité qui fournit vos comptes financiers (nous les appellerons « fournisseurs de produits et services financiers » dans cette Politique). Vous pouvez également nous communiquer des identifiants et d'autres informations, y compris votre nom, adresse email, et numéro de téléphone, lorsque vous nous contactez ou saisissez une telle information sur nos sites web.

**Informations collectées depuis vos comptes financiers.** Les informations que nous recevons des fournisseurs de produits et services financiers qui gèrent vos comptes financiers peuvent varier en fonction de plusieurs facteurs, notamment la nature et la manière dont les informations sont mises à disposition par ces fournisseurs et les développeurs de services Plaid spécifiques qu'ils utilisent, ou dans les cas où nous vous offrons des services directement, les services Plaid que vous utilisez. Selon ces facteurs, les informations que nous recueillons peuvent inclure des identifiants, des informations commerciales, des informations financières et des informations professionnelles provenant de vos fournisseurs de produits et services financiers. Plus précisément, cela peut inclure les types d'informations suivants.

- les informations de comptes, y compris le nom de l'institution financière, le nom du compte, le type de compte, le titulaire du compte, le numéro de succursale, l'IBAN, le BIC, les numéros de compte, le numéro d'acheminement, et le code guichet;
- les informations relatives au solde du compte, y compris le solde courant et disponible;
- les informations relatives aux comptes de crédit, y compris les dates d'échéance, soldes dus, montants et dates des paiements, historique des transactions, plafond de crédit, statut des remboursements et taux d'intérêts;
- les informations sur les comptes de prêt, y compris les dates d'échéance, statut des remboursements, soldes, montants et dates de paiement, taux d'intérêts, garants, type de prêt, échéanciers et durée;
- les informations relatives aux comptes d'investissement, y compris les informations sur les transactions, type d'actifs, détails d'identification sur l'actif, quantité, prix, frais et base des coûts;

- les informations d'identification et sur le(s) titulaire(s) du compte, y compris nom, adresse mail, numéro de téléphone, date de naissance et adresse;
- les informations concernant les transactions du compte, y compris le montant, la date, le bénéficiaire, type, quantité, prix, lieu, titres concernés et une description de la transaction; et
- les informations professionnelles, y compris les informations concernant votre employeur, uniquement dans les cas où vous avez connectés vos comptes de paie ou que vous nous avez fourni votre fiche de paie.

Selon le service Plaid qu'un développeur utilise et la manière dont les données sont mises à disposition, les données collectées à partir de vos comptes financiers peuvent inclure des informations provenant de tous les comptes (par exemple, chèque, épargne et carte de crédit) accessibles par un seul ensemble d'identifiants de compte.

**Informations reçues de vos appareils.** Lorsque vous utilisez votre appareil pour vous connecter à nos services au moyen d'une application de développeur, nous recevons des informations sur les identifiants, l'activité du réseau électronique de cet appareil, y compris l'adresse IP (protocole internet), les paramètres et la localisation du fuseau horaire, la localisation des appareils, le modèle de l'appareil, le système d'exploitation, les fonctionnalités que vous utilisez au sein de nos services, les données du navigateur, et autres informations techniques sur l'appareil. Nous pouvons également utiliser des cookies ou des technologies de traceurs similaires afin de collecter les statistiques d'utilisation et nous aider à améliorer nos services. Vous pouvez trouver davantage d'informations sur la manière dont nous utilisons les cookies et des choix que vous pouvez faire dans notre [Politique relative aux cookies \(#politique-relative-aux-cookies\)](#).

**Informations que nous recevons sur vous provenant d'autres sources.** Nous recevons également des identifiants et informations commerciales sur vous directement du développeur concerné ou de tiers, y compris vos fournisseurs de services, banques partenaires et des services d'authentification des identités. Par exemple, nos développeurs peuvent nous fournir des informations sur vous telles que votre nom complet, numéro de sécurité sociale, adresse email, numéro de téléphone ou des informations sur vos comptes financiers et les transactions de votre compte, et nos banques partenaires ou prestataires de services peuvent nous fournir des informations telles que le statut d'une transaction que vous avez initiée.

**Inférences déduites des données que nous collectons.** Nous pouvons utiliser les informations que nous collectons à votre sujet pour en déduire des inférences. Voici quelques exemples des types d'inférences que nous pouvons déduire des données que nous avons collectées à votre sujet auprès de vous ou d'autres sources:

- nous pouvons déduire votre géolocalisation ou votre revenu annuel;
- nous pouvons déduire le type de compte ou de sous-compte que vous avez choisi de connecter - par exemple, lorsque vous connectez vos comptes de prêt, nous pouvons indiquer au développeur si le compte est destiné à un prêt hypothécaire, un prêt étudiant ou une carte de crédit;

- nous pouvons déduire des inférences à partir de vos informations financières, y compris vos données de transaction, et d'autres sources pour permettre aux développeurs de vos applications connectées de vous offrir une meilleure expérience utilisateur, par exemple en vous donnant un accès plus rapide à vos fonds.

## **Comment nous utilisons vos Informations**

Nous utilisons vos Informations pour plusieurs finalités professionnelles et commerciales, y compris pour faire fonctionner, améliorer et aider à protéger les services que nous fournissons, et pour développer de nouveaux services. Plus spécifiquement, nous utilisons vos Informations, comme suit:

- **fourniture de Services:** pour faire fonctionner, fournir et maintenir nos services;
- **développer des services existants:** pour améliorer, perfectionner, modifier, ajouter et développer continuellement nos services;
- **aidez à prévenir la fraude ou à protéger la vie privée:** pour vous protéger, protéger nos développeurs, nos partenaires ou Plaid contre la fraude, les activités malveillantes;
- **développer de nouveaux services:** pour développer de nouveaux produits et services et, dans certains cas, de nouvelles idées fondées sur les données que nous avons collectées à votre sujet;
- **fournir une assistance:** pour vous fournir un support client ou à nos développeurs, y compris en vue de répondre à vos demandes relatives à nos services ou aux applications de nos développeurs;
- **enquêter sur les mauvais usages et les manquements:** pour enquêter sur les utilisations incorrectes de nos services ou des applications de nos développeurs, y compris les violations de la Politique relative au développeur (#politique-relative-au-développeur), activité criminelle ou autre accès non autorisé à nos services;
- **pour des motifs légaux:** pour nous conformer aux obligations contractuelles et légales en vertu de la loi applicable; et pour d'autres motifs comme pour établir ou se défendre contre des réclamations;
- **avec votre consentement:** pour tout autre finalité ayant obtenu votre consentement ou selon vos instructions.

## **Nos bases juridiques pour le traitement (Utilisateurs au sein de l'EEE et du Royaume Uni uniquement)**

Pour les ressortissants de l'espace économique européen (EEE) ou du Royaume Uni, la base juridique pour traiter vos Informations dépendra des informations concernées et du contexte dans lequel nous les collectons ou les traitons. Cependant, en général, nous ne collectons et traitons les Informations uniquement lorsque:

- nous devons remplir nos engagements et obligations dans le cadre de tout contrat ou accord conclu avec vous (par exemple, pour nous conformer à nos engagements de services vis-à-vis de l'utilisateur final);
- pour nous conformer à nos obligations légales en vertu des lois applicables;
- le traitement est nécessaire à nos intérêts légitimes et ne supplante pas vos intérêts de protection des données ou vos droits et libertés fondamentaux (par exemple, pour sauvegarder nos services; pour communiquer avec vous; ou pour mettre à jour nos services); et
- vous nous avez donné votre consentement pour ce faire.

Dans la mesure où nous nous reposons sur ce consentement pour collecter et traiter les Informations, vous avez le droit de retirer votre consentement à tout moment selon les instructions prévues dans la présente Politique.

## **Comment nous partageons vos Informations**

Nous partageons les Informations pour un certain nombre de finalités professionnelles:

- avec le développeur de l'application que vous utilisez et selon ses instructions (ainsi qu'avec un autre tiers si vous nous le demandez);
- pour faire exécuter un contrat avec vous;
- avec nos sous-traitants intervenant dans le traitement de vos données et autres prestataires de services, partenaires ou sous-traitants concernant les services qu'ils réalisent pour nous ou pour nos développeurs;
- avec votre (vos) institution(s) financière(s) connectée(s) pour aider à établir ou maintenir une connexion que vous avez choisi d'effectuer;
- si nous estimons de bonne foi que la divulgation de vos Informations est appropriée pour se conformer à la loi, la réglementation ou les processus légaux applicables (tels qu'une ordonnance du tribunal ou une assignation);
- dans le cas d'une modification de propriété ou de contrôle de tout ou partie de notre activité (telle qu'une fusion, acquisition, réorganisation ou faillite);
- au sein de Plaid et entre Plaid et nos sociétés mères actuelles et futures, nos affiliés, filiales et autres sociétés sous contrôle et propriété commune;
- parce que nous estimons raisonnablement approprié de protéger les droits, la vie privée, la sécurité ou la propriété de vos Informations, de nos développeurs, nos partenaires, Plaid, et autres; ou
- pour tout autre objectif ayant obtenu votre consentement ou selon vos instructions.

Nous pouvons collecter, utiliser et partager les Informations de manière agrégée, pseudonymisée, ou anonymisée (qui ne vous identifie pas personnellement) pour toute fin autorisée par la loi applicable. Ceci comprend le fait de créer ou d'utiliser des données agrégées, pseudonymisées, ou anonymisées sur la base des informations collectées afin de développer de nouveaux services et pour faciliter la recherche dans la mesure permise par la loi applicable.

Lorsque vous reliez vos comptes financiers par le biais de Plaid, nous utilisons généralement le service reCaptcha de Google pour aider à détecter les fraudes et les abus. Lorsque reCaptcha est utilisé, la [Politique de confidentialité](https://policies.google.com/privacy?hl=fr) (<https://policies.google.com/privacy?hl=fr>) et les [Conditions d'utilisation de Google](https://policies.google.com/terms?hl=fr) (<https://policies.google.com/terms?hl=fr>) s'appliquent à reCaptcha et aux informations que Google collecte par le biais de reCaptcha.

Nous ne vendons pas et ne louons pas les informations personnelles que nous collectons.

## **Nos Pratiques de rétention et d'effacement**

Nous conservons les Informations relatives à l'utilisateur final uniquement pendant la durée nécessaire pour remplir les finalités pour lesquelles elles ont été collectées et utilisées, comme décrit dans cette Politique, à moins qu'une période plus longue de conservation soit requise en vertu de la loi applicable. Conformément à ce qui est permis par la loi applicable, même après que vous ayez arrêté d'utiliser une application ou résilié votre compte avec l'un de nos développeurs, nous pouvons conserver vos informations (par exemple, si vous possédez un compte auprès d'un autre développeur). Cependant, vos informations ne seront traitées que selon les exigences de la loi ou conformément à la présente Politique.

Les systèmes de Plaid sont conçus pour supprimer automatiquement vos informations personnelles lorsqu'un développeur arrête la connexion de son application à vos Informations, ce qu'il pourrait faire, par exemple, si vous fermez votre compte chez lui. Il peut y avoir des exceptions à cette règle si (a) vous avez établi une connexion avec une autre application par le biais de Plaid et que celle-ci est toujours active ; (b) Plaid a besoin de vos Informations pour continuer à vous fournir un service Plaid que vous avez demandé, ou pour poursuivre une autre finalité qui vous a été notifiée avec votre consentement ; (c) Plaid est tenu par la loi de conserver vos Informations; ou (d) Plaid a besoin de vos informations pour aider à prévenir la fraude ou à protéger la vie privée, à fournir une assistance ou à enquêter sur les mauvais usages et les manquements.

Veuillez-vous référer à la section relative à « Vos droits à la protection de vos données » de cette Politique de confidentialité pour les options qui sont mises à votre disposition, y compris le droit de demander la suppression de vos Informations. La section "Vos contrôles de confidentialité" de cette Politique fournit également des informations sur les outils mis à votre disposition pour vous aider à visualiser et à gérer les connexions que vous avez établies à l'aide de Plaid. Vous pouvez également nous contacter au sujet de nos pratiques de conservation des données en utilisant les informations de contact présentes dans la section "Contacter Plaid" ci-dessous.

## **Protection de l'information**

Plaid met en œuvre des politiques et des pratiques de sécurité conçues pour protéger la confidentialité et l'intégrité des informations vous concernant, y compris les informations que vous nous fournissez (comme le numéro de sécurité sociale et d'autres renseignements d'identification), ainsi que toute autre information que nous collectons à votre sujet. Plaid met en œuvre des mesures de contrôle conçues pour limiter l'accès à ces renseignements au personnel qui a une raison commerciale de les connaître et interdit à son personnel d'illégalement divulguer ces renseignements.

## **Quelques derniers détails**

### **Transferts internationaux de données**

Nous opérons de manière internationale, et de ce fait, nous transférons les informations que nous collectons sur vous au-delà des frontières, y compris celles de l'EEE ou du Royaume Uni vers les États Unis, aux fins de traitement et stockage. Dans la mesure où les informations que nous collectons sur vous sont transférées de l'EEE ou du Royaume Uni vers des territoires ou des pays pour lesquels la Commission de l'UE ou le Secrétaire d'Etat Britannique (si applicable) n'a pas conclu que le cadre juridique des dits territoires ou pays fournissait un niveau de protection adéquate pour la sauvegarde des droits et libertés des personnes quant à leurs données personnelles, nous pouvons transférer ces données conformément aux lois applicables en matière de protection des données, sur la base d'une évaluation préalable du niveau de protection des données offert dans le cadre du transfert, y compris en utilisant les clauses contractuelles types approuvées par la Commission de l'UE, ou le Secrétaire d'Etat Britannique (si applicable), si nécessaire en combinaison avec des mesures supplémentaires de protection. Vous pouvez demander un exemplaire de ces clauses contractuelles types en nous contactant comme indiqué Pci-dessous.

### **Vos droits relatifs à la protection de vos données**

En vertu de la loi applicable et, sous réserve des limitations et des exceptions prévues par la loi, si vous êtes situé dans l'EEE ou le Royaume Uni, et dans certaines juridictions, vous pouvez disposer de certains droits quant aux Informations que nous collectons sur vous et sur la façon de les utiliser, y compris le droit:

- d'accéder aux Informations que nous avons collectées sur vous;
- de demander que nous rectifions ou mettions à jour les Informations collectées sur vous, qui sont inexactes ou incomplètes;
- de demander, dans certaines circonstances, que nous restreignons le traitement de vos Informations ou que nous le supprimions;
- de vous opposer au traitement de vos Informations et ce, sous certaines conditions prévues par la loi;
- lorsque le traitement de vos Informations est basé sur votre consentement, retirer ce consentement;

- de demander que nous vous communiquions vos Informations dans un format structuré, couramment utilisé et lisible par machine, afin que vous puissiez les transmettre à une autre société, lorsque cela est techniquement possible; et
- de déposer une plainte concernant nos pratiques relatives à la protection des données auprès d'une autorité de surveillance (si vous vous trouvez dans l'EEE ou le Royaume Uni, veuillez-vous référer au lien suivant pour le détail des coordonnées: EEE: [https://edpb.europa.eu/about-edpb/board/members\\_fr](https://edpb.europa.eu/about-edpb/board/members_fr) ([https://edpb.europa.eu/about-edpb/about-edpb/members\\_en](https://edpb.europa.eu/about-edpb/about-edpb/members_en)), et Royaume-Uni: <https://ico.org.uk/> (<https://ico.org.uk/>)).

En vertu de la loi sur la protection de la vie privée des consommateurs de Californie (le « CCPA ») et sous réserve de certaines limitations et exceptions, si vous êtes résident(e) de Californie, vous pouvez disposer des droits suivants quant aux Informations que nous avons collectées sur vous qui constituent des informations à caractère personnels selon le CCPA;

- de demander à accéder à davantage de détails sur les catégories et certains éléments spécifiques relatifs aux informations personnelles que nous pouvons avoir collecté sur vous dans les 12 derniers mois (y compris les informations personnelles divulguées à des fins commerciales);
- de demander la suppression de vos informations personnelles;
- de vous opposer à toute « vente » de vos informations personnelles si une entreprise vend vos informations; et
- de ne pas subir de discrimination suite à l'exercice de vos droits.

Pour exercer vos droits d'accès et d'effacement, le cas échéant, vous pouvez soumettre une demande à l'aide de notre formulaire en ligne (disponible [ici](#) (</legal/data-protection-request-form-fr>)). Vous pouvez aussi nous contacter comme précisé dans la section « Contacter Plaid » ci-dessous, pour exercer vos droits en matière de protection des données, le cas échéant. Il peut vous être demandé de fournir des informations supplémentaires pour confirmer votre identité avant que nous répondions à votre demande.

Si nous recevons une demande d'un représentant autorisé, nous pouvons demander une preuve que vous avez fourni à cet agent une procuration ou que l'agent a autrement une autorisation écrite valide pour soumettre des demandes d'exercice de droits en votre nom. Si vous êtes un représentant autorisé cherchant à faire une demande, veuillez nous contacter comme décrit dans la section "Contacter Plaid" ci-dessous.

Nous prendrons en compte toutes ces demandes et fournirons notre réponse dans une période de temps raisonnable (et dans la période requise par la loi applicable). Veuillez noter, cependant, que certaines informations peuvent être exclues de ces demandes, par exemple si nous conservons les informations pour nous conformer à nos obligations légales ou pour initier, exercer ou défendre une action légale.

## **Vos contrôles de confidentialité**

Plaid a développé le [portail Plaid](#) ([my.plaid.com](http://my.plaid.com)) pour offrir aux utilisateurs finaux un moyen pratique et centralisé pour visualiser et gérer les connexions qu'ils ont établies en utilisant Plaid.

Si vous êtes situé aux États-Unis, vous pouvez créer un compte Plaid Portal en visitant [my.plaid.com](http://my.plaid.com), en vérifiant votre numéro de téléphone et votre adresse électronique, et en créant un mot de passe. Une fois que vous aurez créé un compte Plaid Portal, vous serez dirigé vers un tableau de bord qui vous montrera les comptes financiers que vous avez connectés à Plaid et chacune des applications que vous avez choisies, ainsi que les types de données partagées avec chaque application. En outre, le portail Plaid vous offre des contrôles pour mettre fin à la connexion entre les applications et vos comptes financiers et supprimer les données stockées dans les systèmes Plaid si vous le souhaitez.

Selon l'endroit où vous vous trouvez, vous pouvez avoir certains droits en ce qui concerne les Informations relatives à l'utilisateur final collectées à votre sujet et la manière dont elles sont utilisées. Nous vous invitons à vous référer à la section [Vos droits relatifs à la protection de vos données](#) ([#vos-droits-relatifs-à-la-protection-de-vos-donnes](#)) pour plus de détails afin de déterminer si ces droits s'appliquent à vous et la façon dont vous pouvez les exercer, le cas échéant.

## **Modifications apportées à cette Politique**

Nous sommes susceptibles de modifier la présente Politique de temps en temps. Si nous réalisons des changements, nous mettrons en ligne la nouvelle politique sur le site web de Plaid à <https://plaid.com/legal> (<https://plaid.com/legal>) et indiquerons la date d'entrée en vigueur de cette Politique. Nous informerons également nos développeurs de toute modification importante en lien avec nos accords avec les développeurs, car ces derniers sont généralement mieux positionnés pour informer leurs utilisateurs des changements à la présente Politique, le cas échéant.

## **Contactez Plaid**

Si vous avez des questions ou des réclamations concernant la présente Politique, ou à propos de nos pratiques relatives à la protection de la vie privée de manière générale, vous pouvez nous contacter à [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>) ou par courrier à:

*Si vous résidez en dehors de l'EEE ou du Royaume Uni:*

Plaid Inc.  
Attn: Legal  
PO Box 7775 #35278  
San Francisco, Californie 94120-7775  
U.S.A.

*Si vous résidez au Royaume Uni:*

Plaid Financial Ltd.  
Attn: Legal  
New Penderel House, 4th Floor

283-288 High Holborn  
Londres, Royaume Uni, WC1V 7HP

*Si vous résidez au sein de l'EEE:*

Plaid, B.V.  
Attn: Legal  
Muiderstraat 1  
1011PZ Amsterdam  
Pays-Bas

## **Résumés des activités de traitement**

### **Résumé des activités de traitement par catégorie d'information**

Afin d'être encore plus transparent sur nos pratiques, nous avons consolidé les informations fournies dans notre Politique ci-dessus dans un tableau qui fait des correspondances avec les catégories d'informations que Plaid collecte à votre sujet avec les sources d'information, les utilisations de Plaid de l'information, et les catégories de destinataires avec lesquels Plaid partage l'information. Vous pouvez trouver des descriptions plus détaillées de nos pratiques de collecte, d'utilisation et de partage des données dans les sections dédiées de la Politique ci-dessus.

### **Résumé des activités de traitement par produit**

Pour notre gamme actuelle de produits américains (U.S), nous avons également identifié par produit les catégories d'informations que Plaid collecte à votre sujet et les utilisations que Plaid fait des informations collectées. Si vous souhaitez savoir quel(s) produit(s) Plaid vos applications connectées utilisent, nous vous invitons à contacter le développeur de l'application. Notez que cette liste reflète la suite de produits de Plaid à la date d'entrée en vigueur de la présente Politique et peut ne pas inclure les produits ou services en développement à cette date.

## **Assets**

Assets vous permet de fournir l'accès à un résumé consolidé ponctuel des informations de votre compte financier - telles que le solde des comptes, l'historique des transactions et les informations d'identité du titulaire du compte - aux applications et services de votre choix. Nous collectons des identifiants, des informations financières, des informations commerciales, des informations de localisation, des informations sur les activités des réseaux électroniques, et nous en déduisons des inférences. Nous utilisons ces informations comme spécifié ci-dessus dans la section Comment nous utilisons vos Informations (#comment-nous-utilisons-vos-informations) de la présente Politique.

## **Auth**

Auth vous permet d'authentifier les informations relatives à votre compte financier et de donner accès à vos numéros de compte et d'acheminement aux applications et services que vous choisissez. Nous collectons des identifiants, des informations financières, des informations commerciales, des informations de localisation et des informations sur les activités des réseaux électroniques . Nous utilisons ces informations comme spécifié ci-dessus dans la section [Comment nous utilisons vos Informations \(#comment-nous-utilisons-vos-informations\)](#) de la présente Politique.

## **Balance**

Balance vous permet de donner accès aux soldes de vos comptes financiers en temps réel aux applications et services que vous choisissez afin qu'ils puissent vous aider à faire des choses comme éviter de mettre votre compte à découvert avant d'effectuer un transfert d'argent. Nous collectons des identifiants, des informations financières, des informations commerciales, des informations de localisation et des informations sur les activités des réseaux électroniques . Nous utilisons ces informations comme spécifié ci-dessus dans la section [Comment nous utilisons vos Informations \(#comment-nous-utilisons-vos-informations\)](#) de la présente Politique.

## **Identity**

Identity vous permet de donner accès aux informations relatives au titulaire du compte détenues par votre établissement financier - telles que votre nom, votre adresse électronique, votre numéro de téléphone et votre adresse postale - aux applications et services que vous choisissez pour les aider à faire des choses comme vérifier votre identité ou préremplir les informations relatives à votre compte dans l'application. Nous collectons des identifiants, des informations financières, des informations commerciales, des informations de localisation et des informations sur les activités des réseaux électroniques. Nous utilisons ces informations comme spécifié ci-dessus dans la section [Comment nous utilisons vos Informations \(#comment-nous-utilisons-vos-informations\)](#) de la présente Politique.

## **Vérification et surveillance de l'identité**

La vérification et la surveillance de l'identité facilitent les services de vérification de l'identité, de détection des fraudes et de contrôle des listes de surveillance pour nos clients. Lorsque nous fournissons des services de vérification et de surveillance de l'identité à nos clients, nous ne collectons et ne traitons vos données que conformément aux instructions de nos clients. C'est donc nos clients qui déterminent quelles informations nous collectons ainsi que les finalités et les moyens du traitement desdites informations. Pour en savoir plus sur la manière dont nous traitons les informations des utilisateurs finaux pour nos clients et conformément à leurs instructions, consultez la Déclaration relative à la confidentialité de l'utilisateur final de notre société affiliée.

## **Income**

Income vous permet de donner accès à des informations relatives à vos revenus et à votre emploi aux applications et services que vous choisissez. Nous collectons des identifiants, des informations financières, des informations commerciales, des informations de localisation, des informations professionnelles, des informations sur les activités des réseaux électroniques, et nous en tirons des inférences. Nous utilisons ces informations comme spécifié ci-dessus dans la section [Comment nous utilisons vos Informations \(#comment-nous-utilisons-vos-informations\)](#) de la présente Politique.

## **Investments**

Investments vous permet de donner accès aux données de vos comptes de retraite, de courtage, d'épargne-études et d'épargne-santé aux applications ou services de votre choix afin qu'ils puissent faire des choses comme vous fournir des outils personnels de gestion financière et patrimoniale . Nous collectons des identifiants, des informations financières, des informations commerciales, des informations de localisation, des informations professionnelles, des informations sur les activités des réseaux électroniques, et nous tirons des inférences de ces informations. Nous utilisons ces informations comme spécifié ci-dessus dans la section [Comment nous utilisons vos Informations \(#comment-nous-utilisons-vos-informations\)](#) de la présente Politique.

## **Liabilities**

Liabilities vous permet de donner accès aux informations financières de vos cartes de crédit, comptes de prêts hypothécaires et de prêts étudiants aux applications et services de votre choix. Nous collectons des identifiants, des informations financières, des informations commerciales, des informations de localisation, des informations sur les activités des réseaux électroniques, et nous tirons des inférences de ces informations. Nous utilisons ces informations comme spécifié ci-dessus dans la section [Comment nous utilisons vos Informations \(#comment-nous-utilisons-vos-informations\)](#) de la présente Politique.

## **Plaid Portal**

Plaid Portal vous permet de créer un compte Plaid Portal sur my.plaid.com afin de visualiser et de gérer les connexions financières que vous avez établies en utilisant Plaid. Nous collectons des identifiants, des informations financières, des informations commerciales, des informations de localisation et des informations sur les activités des réseaux électroniques. Nous utilisons ces informations comme spécifié ci-dessus dans la section [Comment nous utilisons vos Informations \(#comment-nous-utilisons-vos-informations\)](#) de la présente Politique.

## **Signal**

Signal aide les applications et services que vous utilisez à vous offrir une meilleure expérience utilisateur, comme vous fournir un accès plus rapide à vos fonds. Nous collectons des identifiants, des informations financières, des informations commerciales, des informations de localisation, des informations sur les activités des réseaux électroniques , et nous tirons des inférences de ces

informations. Nous utilisons ces informations comme spécifié ci-dessus dans la section [Comment nous utilisons vos Informations \(#comment-nous-utilisons-vos-informations\)](#) de la présente Politique.

## **Transactions**

Transactions vous permet de donner accès à l'historique des transactions de vos comptes financiers aux applications et services de votre choix afin qu'ils fassent des choses comme vous fournir des outils personnels de gestion des finances, des rapports de dépenses, des modèles de flux de trésorerie, etc. Nous collectons des identifiants, des informations financières, des informations commerciales, des informations de localisation, des informations sur l'activité du réseau électronique, et nous tirons des inférences de ces informations. Nous utilisons ces informations comme spécifié ci-dessus dans la section [Comment nous utilisons vos Informations \(#comment-nous-utilisons-vos-informations\)](#) de la présente Politique.

## Privacybeleid voor eindgebruikers

Available languages:

- [Deutsch - Datenschutzrichtlinie für Endnutzer \(#datenschutzrichtlinie-fur-endnutzer\)](#)
- [English - End User Privacy Policy \(#end-user-privacy-policy\)](#)
- [Español - Política de privacidad aplicable al usuario final \(#política-de-privacidad-aplicable-al-usuario-final\)](#)
- [Française - Politique de confidentialité pour utilisateur final \(#politique-de-confidentialité-pour-utilisateur-final\)](#)

Datum inwerkingtreding: 22 Februari 2022

Privacy en beveiliging zijn bijzonder belangrijk voor Plaid. Dit Privacybeleid voor eindgebruikers ('Beleid') is bedoeld om u (de 'eindgebruiker') uit te leggen hoe Plaid gegevens van eindgebruikers verzamelt, gebruikt en deelt voor het uitvoeren, verbeteren, ontwikkelen en helpen beschermen van onze diensten en zoals anderszins beschreven in dit Beleid. Wij verzoeken u dit Beleid zorgvuldig door te lezen.

NB Dit Beleid is van toepassing op Plaid Inc. en diens gelieerde bedrijven en dochtermaatschappijen, waaronder Plaid Financial Ltd. en Plaid B.V. (gezamenlijk 'Plaid', 'we/wij' of 'ons/onze'). Onderaan dit Beleid, onder 'Contact opnemen met Plaid', vindt u welke Plaid-entiteit verantwoordelijk is voor de verwerking van uw gegevens.

Dit Beleid is niet van toepassing op de Plaid Identiteitsverificatie- en Monitordiensten, die onze zakelijke klanten gebruiken om identiteitsverificatie, fraudedetectie en watchlist screening mogelijk te maken. Plaid is een verwerker, of dienstverlener, voor zover het betrekking heeft op deze diensten en onze klanten bepalen de doeleinden en middelen waarmee eindgebruikersgegevens worden verwerkt. Voor informatie over hoe Plaid en diens dochtermaatschappij eindgebruikersgegevens verwerken in verband met deze diensten, zie de Eindgebruikersprivacyverklaring van onze dochtermaatschappij.

*Spring naar onderdeel:*

Eerst wat achtergrondinformatie (#eerst-wat-achtergrondinformatie)

Hoe wij omgaan met gegevens (#hoe-wij-omgaan-met-gegevens)

- Informatie die we verzamelen en categorieën bronnen (#informatie-die-we-verzamelen-en-categorieën-bronnen)
- Hoe we uw gegevens gebruiken (#hoe-we-uw-gegevens-gebruiken)
- Onze rechtsgronden voor verwerking (uitsluitend ten aanzien van eindgebruikers in de EER en het VK) (#onze-rechtsgronden-voor-verwerking)
- Hoe wij uw gegevens delen (#hoe-wij-uw-gegevens-delen)
- Onze benadering van het bewaren en verwijderen van gegevens (#onze-benadering-van-het-bewaren-en-verwijderen-van-gegevens)
- Bescherming van gegevens (#bescherming-van-gegevens)

Verder informatie ter afsluiting (#verder-informatie-ter-afsluiting)

- Internationale gegevensdoorgifte (#internationale-gegevensdoorgifte)
- Uw gegevensbeschermingsrechten (#uw-gegevensbeschermingsrechten)
- Uw hulpmiddelen voor privacybescherming (#uw-hulpmiddelen-voor-privacybescherming)
- Wijzigingen in dit beleid (#wijzigingen-in-dit-beleid)
- Contact opnemen met Plaid (#contact-opnemen-met-plaid)

Overzichten van Verwerkingsactiviteiten (#overzichten-van-verwerkingsactiviteiten)

- Overzicht van verwerkingsactiviteiten per categorie gegevens (#overzicht-van-verwerkingsactiviteiten-per-categorie-gegevens)
- Overzicht van verwerkingsactiviteiten per product (#overzicht-van-verwerkingsactiviteiten-per-product)

**Eerst wat achtergrondinformatie**

## *Plaid in het kort*

Plaids missie is om iedereen financiële vrijheid te kunnen verschaffen. Onze technologie biedt u een eenvoudige manier om uw bankrekening, beleggingsrekening, salarisrekening of andere soorten financiële rekeningen te koppelen aan softwareapplicaties waarmee u bijvoorbeeld kunt sparen voor uw pensioen, uw uitgaven kunt beheren, kredietaanvragen kunt stroomlijnen of geld kunt overboeken. Die softwareapplicaties worden gebouwd en aangeboden door onze zakelijke klanten (die we hier ‘ontwikkelaars’ zullen noemen) en door Plaid toegankelijk gemaakt. Door toegang te bieden tot hoogwaardige, bruikbare financiële rekeninggegevens die door ons zijn omgezet en gestandaardiseerd, zorgen we dat ontwikkelaars zich kunnen concentreren op het bouwen van ervaringen waar u echt iets aan heeft.

## *Over dit Beleid*

Ons doel met dit Beleid is om op een eenvoudige en duidelijke manier uit te leggen welke gegevens Plaid verzamelt van en over eindgebruikers van ontwikkelaarsapplicaties (“Eindgebruikersgegevens”) en hoe wij die gegevens gebruiken en delen. Wij hechten hoge waarde aan transparantie en willen u een duidelijke, beknopte beschrijving geven van hoe wij omgaan met uw Eindgebruikersgegevens.

NB Dit Beleid heeft uitsluitend betrekking op Eindgebruikersgegevens die Plaid verzamelt, gebruikt en deelt. Het gaat niet in op wat ontwikkelaars doen met Eindgebruikersgegevens die we aan hen verstrekken (of andere gegevens die ze eventueel afzonderlijk van Plaid over u verzamelen). Evenmin vindt u in dit Beleid informatie over door anderen aangeboden websites, producten of diensten. Wij raden u aan het privacybeleid of de privacyverklaringen van ontwikkelaars of van die derden te raadplegen voor informatie over hoe zij een en ander benaderen.

## **Hoe wij omgaan met gegevens**

Dit onderdeel beschrijft de methoden die Plaid hanteert bij het verwerken van gegevens over u. Onderaan in dit beleidsdocument, in het onderdeel Overzichten van Verwerkingsactiviteiten ([#overzichten-van-verwerkingsactiviteiten](#)), vindt u eveneens overzichten van onze verwerkingsmethoden per gegevenscategorie en per product.

## **Informatie die we verzamelen en categorieën bronnen**

Zoals hieronder in meer detail wordt uitgelegd, kan Plaid de volgende gegevens verzamelen.

- **identificatiegegevens** (zoals naam, e-mailadres, telefoonnummer en gebruikersnaam);
- **locatiegegevens** (zoals tijdzone-instelling en locatie van het apparaat);
- **financiële gegevens** (zoals naam en nummer van financiële rekeningen, saldo, transactiegeschiedenis);
- **commerciële gegevens** (zoals gegevens over welke van onze diensten u gebruikt via ontwikkelaarsapps en de data en tijden waarop u dat doet);

- **informatie over activiteiten op elektronische netwerken** (zoals het model en besturingssysteem van uw hardware, evenals browsergegevens);
- **beroepsgerelateerde informatie** (zoals informatie over uw werkgever en salarisgegevens);
- **gevolgtrekkingen** die we hebben afgeleid uit de gegevens die we hebben verzameld (zo kunnen we bijvoorbeeld uw locatie afleiden uit uw IP-adres of uw jaarinkomen uit uw loonstroken).

**Gegevens die u verstrekt.** Wanneer u uw financiële rekeningen koppelt aan een applicatie van een ontwikkelaar of deze anderszins koppelt via Plaid, naargelang van toepassing, verzamelen wij identificatiegegevens en inloggegevens die de aanbieder van uw rekening van u vraagt, zoals uw gebruikersnaam en wachtwoord, of een beveiligingstoken. In bepaalde gevallen verzamelen we ook uw burgerservicenummer, geboortedatum, telefoonnummer, e-mailadres, beveiligingsvragen en -antwoorden en eenmalig wachtwoord (OTP) om uw identiteit te verifiëren en uw financiële rekeningen te koppelen. Wanneer u deze gegevens verstrekt, geeft u de ontwikkelaar en Plaid de bevoegdheid om namens u toegang te verkrijgen tot uw Eindgebruikersgegevens en deze door te sturen vanaf de relevante bank of andere entiteit die uw financiële rekeningen aanbiedt (die we in dit Beleid ‘aanbieders van financiële producten en diensten’ zullen noemen). Daarnaast kan het zijn dat u ons identificatiegegevens en andere gegevens verstrekt, zoals uw naam, e-mailadres en telefoonnummer, wanneer u contact met ons opneemt of dergelijke gegevens invoert op onze websites.

**Gegevens die we verzamelen van uw financiële rekeningen.** Welke gegevens wij ontvangen van de aanbieders van financiële producten en diensten die uw financiële rekeningen bijhouden, varieert afhankelijk van een aantal factoren, waaronder welke en hoe informatie beschikbaar wordt gesteld door deze aanbieders en de specifieke Plaid-diensten die ontwikkelaars gebruiken of, in gevallen waar wij diensten rechtstreeks aan u aanbieden, de Plaid-diensten die u gebruikt. Afhankelijk van deze factoren, kan de informatie die wij verzamelen identificatiegegevens, commerciële gegevens en andere persoonsgegevens van uw aanbieders van financiële producten en diensten omvatten. Meer specifiek kan dit de volgende soorten informatie omvatten:

- rekeninggegevens, waaronder naam van de financiële instelling, naam van de rekening, soort rekening, rekeninghouderschap, vestigingsnummer, IBAN, BIC-code, rekeningnummer, routingnummer en bankcode;
- gegevens betreffende rekeningsaldo, waaronder huidig en beschikbaar saldo;
- gegevens betreffende kredietrekeningen, waaronder vervaldata, verschuldigde saldi, betalingsbedragen en -data, transactiehistorie, kredietlimiet, aflossingsstatus en rentetarief;
- gegevens betreffende leningrekeningen, waaronder vervaldata, aflossingsstatus, saldi, betalingsbedragen en -data, rentetarief, borg, soort lening, aflossingsschema en -voorwaarden;
- gegevens betreffende beleggingsrekeningen, waaronder transactiegegevens, soort actief, identificerende details betreffende het actief, hoeveelheid, prijs, vergoedingen en kostenbasis;
- identificatiegegevens en gegevens betreffende de rekeninghouder(s), waaronder naam, e-mailadres, telefoonnummer, geboortedatum en adresgegevens;

- gegevens betreffende rekeningtransacties, waaronder bedrag, datum, begunstigde, soort, hoeveelheid, prijs, locatie, betrokken effecten en een beschrijving van de transactie; en
- beroepsgerelateerde gegevens, waaronder gegevens betreffende uw werkgever, in beperkte gevallen waar u uw salarisrekeningen heeft gekoppeld of ons gegevens over uw salarisstrook heeft verstrekt.

Afhankelijk van de Plaid-dienst die een ontwikkelaar gebruikt en de manier waarop de gegevens beschikbaar worden gesteld, kunnen de gegevens verzameld uit uw financiële rekeningen gegevens omvatten uit alle rekeningen (bijv. betaalrekening, spaarrekening en creditcardrekening) die toegankelijk zijn via dezelfde aanmeldingsgegevens.

**Gegevens die we ontvangen via uw apparaten.** Wanneer u uw apparaat gebruikt om via de applicatie van een ontwikkelaar een koppeling te maken naar onze diensten, ontvangen wij identificatiegegevens en informatie over activiteiten op elektronische netwerken voor dat apparaat, waaronder Internet Protocol-adres (IP-adres), tijdzone-instelling en locatie, apparaatlocatie, hardwaremodel, besturingssysteem, welke functies van onze diensten u opent, browsergegevens en andere technische informatie over het apparaat. Daarnaast gebruiken we cookies of vergelijkbare trackingtechnologie om gebruiksstatistieken te verzamelen en om onze diensten te kunnen verlenen en verbeteren. Voor meer informatie over hoe we cookies gebruiken en welke keuzes u in dat verband heeft, verwijzen we graag naar ons [Cookiebeleid \(#cookiebeleid\)](#).

**Gegevens die we over u ontvangen uit andere bronnen.** Identificatiegegevens en u betreffende commerciële gegevens ontvangen we eveneens rechtstreeks van de betrokken ontwikkelaar en andere derden, waaronder onze dienstverleners, bankpartners en identiteitsverificatiediensten. Zo kunnen ontwikkelaars onder meer uw volledige naam, burgerservicenummer, e-mailadres, telefoonnummer of gegevens over uw financiële rekeningen en rekeningtransacties verstrekken. Onze bankpartners of dienstverleners kunnen bijvoorbeeld de status doorgeven van een transactie die u heeft geïnitieerd.

**Gevolgtrekkingen afgeleid uit verzamelde gegevens.** Wij kunnen de gegevens die we over u verzamelen gebruiken om gevolgtrekkingen uit af te leiden. Hieronder volgt een aantal voorbeelden van de soorten gevolgtrekkingen die wij kunnen afleiden uit gegevens die wij van u of uit andere bronnen over u hebben verzameld:

- We kunnen uit de gegevens uw geolocatie of uw jaarinkomen afleiden.
- We kunnen uit de gegevens het type (sub)rekening afleiden dat u wilt koppelen. Wanneer u bijvoorbeeld uw leningsrekeningen koppelt, kunnen we de ontwikkelaar laten weten of het een rekening betreft voor een hypotheek, studentenlening of creditcard.
- We kunnen gevolgtrekkingen afleiden uit uw financiële gegevens, waaronder uw transactiegegevens, en uit andere bronnen om de ontwikkelaars van uw gekoppelde applicaties in staat te stellen u een betere gebruikerservaring te bezorgen, zoals u snellere toegang verschaffen tot uw geld.

## Hoe we uw gegevens gebruiken

We gebruiken Eindgebruikersgegevens voor een aantal zakelijke en commerciële doeleinden, waaronder het exploiteren, verbeteren en helpen beschermen van de diensten die we verlenen, evenals om nieuwe diensten te ontwikkelen. Meer in het bijzonder gebruiken we uw Eindgebruikersgegevens als volgt:

- **Levering van diensten:** voor het exploiteren, verlenen en onderhouden van onze diensten.
- **Ontwikkeling van bestaande diensten:** voor het verbeteren, aanpassen, aanvullen en verder ontwikkelen van onze diensten.
- **Helpen voorkomen van fraude of bescherming van privacy:** om u, ontwikkelaars, onze partners, Plaid en anderen te helpen beschermen tegen fraude, kwaadwillige activiteiten en andere privacy- en beveiligings gerelateerde kwesties.
- **Ontwikkeling van nieuwe diensten:** voor het ontwikkelen van nieuwe producten en diensten en, in sommige gevallen, inzichten op basis van de gegevens die we over u hebben verzameld.
- **Ondersteuning bieden:** om u of ontwikkelaars van klantenondersteuning te kunnen voorzien, waaronder het beantwoorden van vragen betreffende onze diensten of applicaties van ontwikkelaars.
- **Misbruik en misdragingen onderzoeken:** voor het onderzoeken van eventueel misbruik van onze diensten of de applicaties van ontwikkelaars, waaronder schending van ons Ontwikkelaarsbeleid (#developer-policy), criminale activiteiten of andere onbevoegde toegang tot onze diensten.
- **Voor juridische doeleinden:** om te kunnen voldoen aan contractuele en wettelijke verplichtingen op basis van toepasselijk recht, en voor andere juridische doeleinden zoals instelling van of verdediging tegen vorderingen.
- **Met uw toestemming:** voor andere aangekondigde doeleinden met uw toestemming of op uw aanwijzing.

## **Onze rechtsgronden voor verwerking (uitsluitend ten aanzien van eindgebruikers in de EER en het VK)**

Voor personen in de Europese Economische Ruimte ('EER') of het Verenigd Koninkrijk ('VK') hangt de rechtsgrond voor het verwerken van uw Eindgebruikersgegevens af van de betreffende gegevens en de context waarin we die hebben verzameld of verwerkt. In het algemeen zullen we echter uitsluitend Eindgebruikersgegevens verzamelen en verwerken als volgt:

- voor het nakomen van onze verantwoordelijkheden en verplichtingen uit een contract of overeenkomst met u (bijvoorbeeld om te voldoen aan onze dienstenovereenkomsten voor eindgebruikers);
- om te voldoen aan onze wettelijke verplichtingen op basis van toepasselijk recht;

- indien de verwerking noodzakelijk is in verband met onze gerechtvaardigde belangen, en uw gegevensbeschermingsrechten of fundamentele rechten en vrijheden niet zwaarder wegen dan die belangen (bijvoorbeeld om onze diensten te kunnen waarborgen, om met u te kunnen communiceren of om diensten te kunnen actualiseren); of
- indien u ons daartoe toestemming heeft gegeven.

Voor zover wij afhankelijk zijn van toestemming om Eindgebruikersgegevens te verzamelen en verwerken, heeft u het recht om die toestemming op elk gewenst moment in te trekken volgens de aanwijzingen in dit Beleid.

## **Hoe wij uw gegevens delen**

Wij delen Eindgebruikersgegevens voor een aantal zakelijke doeleinden:

- met de ontwikkelaar van de applicatie die u gebruikt en volgens de aanwijzingen van die ontwikkelaar (bijvoorbeeld met een andere derde indien u daartoe opdracht geeft);
- om contracten met u na te komen;
- met onze gegevensverwerkers en andere dienstverleners, partners of contractanten in verband met de diensten die zij voor ons of voor ontwikkelaars verrichten;
- met uw gekoppelde financiële instelling(en) zodat een door u gekozen koppeling kan worden gemaakt of gehandhaafd;
- indien wij van mening zijn dat bekendmaking gepast is in het kader van naleving van toepasselijke wet- of regelgeving of een juridische procedure (zoals een gerechtelijk bevel of dagvaarding);
- in verband met een wijziging in de eigendom van of zeggenschap over het geheel of een deel van onze onderneming (zoals een fusie, overname, reorganisatie of faillissement);
- tussen en binnen Plaid en onze huidige en toekomstige moedermaatschappij, gelieerde entiteiten, dochtermaatschappijen en andere bedrijven onder gezamenlijke zeggenschap of eigendom;
- naargelang we dat redelijkerwijs gepast achten voor de bescherming van de rechten, privacy, veiligheid of eigendommen van u, ontwikkelaars, onze partners, Plaid en anderen; of
- voor andere aangekondigde doeleinden met uw toestemming of op uw aanwijzing.

Wij kunnen Eindgebruikersgegevens verzamelen, gebruiken en delen in geaggregeerde, onherkenbaar gemaakte of geanonimiseerde vorm (waarbij het onmogelijk is om u te identificeren) voor elk ingevolge toepasselijk recht toegestaan doel. Dit omvat onder meer de creatie of het gebruik van geaggregeerde, onherkenbaar gemaakte of geanonimiseerde gegevens op basis van de verzamelde gegevens voor de ontwikkeling van nieuwe diensten en het faciliteren van onderzoek voor zover toegestaan ingevolge toepasselijk recht.

Wanneer u uw financiële rekeningen koppelt via Plaid, gebruiken wij doorgaans de reCaptcha-dienst van Google om fraude en misbruik te helpen ontdekken. Wanneer reCaptcha wordt gebruikt, zijn het [Privacybeleid \(<https://policies.google.com/privacy?hl=nl>\)](https://policies.google.com/privacy?hl=nl) en de [Gebruiksvoorwaarden \(<https://policies.google.com/terms?hl=nl>\)](https://policies.google.com/terms?hl=nl) van Google van toepassing op reCaptcha en op gegevens die Google verzamelt via reCaptcha.

Persoonsgegevens die wij verzamelen, worden door ons niet verkocht of verhuurd.

## **Onze benadering van het bewaren en verwijderen van gegevens**

Wij bewaren Eindgebruikersgegevens niet langer dan noodzakelijk is voor de doeleinden waarvoor deze zijn verzameld en gebruikt (zoals beschreven in dit Beleid), tenzij volgens toepasselijke wetgeving een langere bewaarperiode is vereist. Naargelang volgens toepasselijke wetgeving is toegestaan, kunnen wij uw gegevens zelfs bewaren als u ophoudt een applicatie te gebruiken of uw rekening bij een of meer ontwikkelaars opheft (bijvoorbeeld als u nog steeds een rekening heeft bij een andere ontwikkelaar). Uw gegevens worden echter uitsluitend verwerkt volgens de wettelijke vereisten of overeenkomstig dit Beleid.

Plaids systemen zijn zo ontwikkeld dat uw persoonsgegevens automatisch worden verwijderd op het moment dat een ontwikkelaar uw koppeling van zijn applicatie naar uw Eindgebruikersgegevens verwijdert, wat bijvoorbeeld kan gebeuren wanneer u uw rekening bij hem opheft. Uitzonderingen hierop zijn onder meer: (a) wanneer u via Plaid met een andere applicatie een koppeling heeft gemaakt die nog steeds actief is; (b) wanneer Plaid uw Eindgebruikersgegevens nodig heeft om u te kunnen blijven voorzien van een dienst van Plaid die u heeft aangevraagd, of om een ander kenbaar gemaakt doel uit te voeren met uw toestemming; (c) indien Plaid wettelijk verplicht is om uw Eindgebruikersgegevens te bewaren of (d) wanneer Plaid uw gegevens nodig heeft om te helpen fraude te voorkomen of privacy te beschermen, ondersteuning te bieden of misbruik en misdragingen te onderzoeken.

Raadpleeg het onderdeel ‘Uw gegevensbeschermingsrechten’ in dit Beleid voor opties die u ter beschikking staan, waaronder het recht om te verzoeken om wissing van Eindgebruikersgegevens. Het onderdeel ‘Uw hulpmiddelen voor privacybescherming’ in dit Beleid bevat daarnaast informatie over de hulpmiddelen die u ten dienste staan om de koppelingen die u met gebruikmaking van Plaid heeft gecreëerd te bekijken en beheren. Voor informatie over hoe wij omgaan met het bewaren van gegevens kunt u ook contact met ons opnemen. Raadpleeg het onderdeel ‘Contact opnemen met Plaid’ voor contactinformatie.

## **Bescherming van gegevens**

Plaid hanteert beveiligingsbeleidsmaatregelen en -methoden die speciaal zijn ontwikkeld voor het beschermen van de vertrouwelijkheid en integriteit van gegevens over u, waaronder de gegevens die u zelf aan ons verstrekt (zoals burgerservicenummer en andere gegevens aan de hand waarvan u zou kunnen worden geïdentificeerd), evenals andere gegevens die wij over u verzamelen. Plaid hanteert controlemaatregelen die speciaal zijn ontworpen om toegang tot dergelijke informatie te beperken tot medewerkers die een zakelijke reden hebben om daar kennis van te nemen en verbiedt zijn medewerkers om genoemde informatie op onwettige wijze openbaar te maken.

## **Verder informatie ter afsluiting**

### **Internationale gegevensdoorgifte**

Wij zijn een internationaal opererend bedrijf. Om die reden zullen de gegevens die we over u verzamelen voor verwerkings- en opslagdoeleinden over internationale grenzen heen worden doorgegeven, waaronder vanuit de EER of het VK naar de Verenigde Staten. Voor zover de gegevens die we over u verzamelen worden doorgegeven vanuit de EER of het VK naar grondgebieden/landen waarvoor de Europese Commissie of de Britse bevoegde minister (naargelang van toepassing) niet heeft vastgesteld dat het juridisch kader in dat grondgebied/land adequate bescherming biedt voor de rechten en vrijheden van personen wat betreft hun persoonsgegevens, kunnen wij dergelijke gegevens doorgeven overeenkomstig toepasselijke gegevensbeschermingswetgeving op basis van voorafgaande beoordeling van het niveau van gegevensbescherming dat in de context van de doorgifte wordt geboden, waaronder door gebruikmaking van de door de Europese Commissie of de Britse bevoegde minister (naargelang van toepassing) goedgekeurde standaard contractbepalingen, waar nodig in combinatie met aanvullende waarborgen. U kunt een kopie van de genoemde standaardcontractbepalingen aanvragen door contact met ons op te nemen zoals onderaan dit Beleid is aangegeven.

### **Uw gegevensbeschermingsrechten**

Volgens toepasselijke wetgeving en onder voorbehoud van in de wet vastgelegde beperkingen en uitzonderingen heeft u, indien u in de EER of het VK bent gevestigd (en eveneens in bepaalde andere rechtsgebieden), mogelijk bepaalde rechten ten aanzien van de Eindgebruikersgegevens die over u worden verzameld en de wijze waarop deze worden gebruikt, waaronder:

- het recht op inzage in over u verzamelde Eindgebruikersgegevens;
- het recht te verzoeken om rectificatie of bijwerking van u betreffende Eindgebruikersgegevens die onjuist of onvolledig zijn;
- het recht om onder bepaalde omstandigheden te verzoeken om beperking van de verwerking of wissing van u betreffende Eindgebruikersgegevens;
- het recht om, onder bepaalde in de wet vastgelegde omstandigheden, bezwaar te maken tegen onze verwerking van u betreffende Eindgebruikersgegevens;
- het recht om in gevallen waarin de verwerking van u betreffende Eindgebruikersgegevens is gebaseerd op toestemming, die toestemming in te trekken;
- het recht om te verzoeken dat we over u verzamelde Eindgebruikersgegevens aan u verstrekken in een gestructureerde, gangbare en machineleesbare vorm, zodat u deze aan een ander bedrijf kunt overdragen, voor zover dat technisch haalbaar is;
- indien u zich in de EER bevindt, raadpleegt u voor contactgegevens de website van de European Data Protection Board ([https://edpb.europa.eu/about-edpb/about-edpb/members\\_en](https://edpb.europa.eu/about-edpb/about-edpb/members_en)). Indien u zich in het VK bevindt, raadpleegt u voor contactgegevens de website van de Information

[Commissioner's Office \(<https://ico.org.uk/>\).](https://ico.org.uk/)

Volgens de wet op de gegevensbescherming voor consumenten van Californië (de California Consumer Privacy Act ('CCPA')) en onder voorbehoud van bepaalde beperkingen en uitzonderingen heeft u, als u een inwoner bent van Californië, mogelijk de volgende rechten ten aanzien van Eindgebruikersgegevens die we over u hebben verzameld en die volgens de CCPA kwalificeren als persoonsgegevens:

- het recht om te verzoeken om inzage in de categorieën en specifieke persoonsgegevens die we in de afgelopen 12 maanden over u hebben verzameld (met inbegrip van persoonsgegevens die voor zakelijke doeleinden zijn bekendgemaakt);
- het recht om te verzoeken om verwijdering van uw persoonsgegevens;
- indien een bedrijf uw gegevens verkoopt, het recht om via een opt-outverzoek de 'verkoop' van uw persoonsgegevens te doen staken; en
- het recht om niet gediscrimineerd te worden voor het uitoefenen van deze rechten.

Voor het uitoefenen van uw recht op inzage of gegevenswisseling, naargelang van toepassing, kunt u een verzoek indienen door gebruik te maken van ons onlineformulier (u vindt het [hier](#) ([/legal/data-protection-request-form-nl](#))). Om een of meer van uw gegevensbeschermingsrechten uit te oefenen, naargelang van toepassing, kunt u ook contact met ons opnemen volgens de beschrijving in het onderdeel 'Contact opnemen met Plaid' onderaan dit Beleid. Het kan zijn dat u aanvullende gegevens moet verstrekken om uw identiteit te bevestigen voordat wij op uw verzoek kunnen reageren.

Als wij uw verzoek ontvangen van een bevoegde gemachtigde, kunnen wij vragen om overlegging van bewijs dat u die gemachtigde een volmacht heeft gegeven of dat hij/zij anderszins beschikt over geldige schriftelijke bevoegdheid om namens u verzoeken in te dienen voor het uitoefenen van rechten. Indien u een bevoegde gemachtigde bent die een verzoek wenst in te dienen, neem dan contact met ons op volgens de beschrijving in het onderdeel 'Contact opnemen met Plaid' onderaan dit Beleid.

Wij nemen alle verzoeken in beschouwing en beantwoorden deze binnen een redelijke termijn (en binnen een wettelijk vereiste termijn, indien van toepassing). Wij wijzen u er echter op dat bepaalde gegevens van dergelijke verzoeken kunnen zijn uitgesloten, bijvoorbeeld als we gegevens moeten bewaren om onze wettelijke verplichtingen na te komen of om rechtsvorderingen in te stellen, uit te voeren of te verdedigen.

## **Uw hulpmiddelen voor privacybescherming**

Plaid heeft het [Plaid Portal](http://my.plaid.com) (<http://my.plaid.com>) ontwikkeld om eindgebruikers een handzame, centrale manier te bieden om de koppelingen die zij via Plaid hebben gemaakt te bekijken en beheren.

Indien u zich in de Verenigde Staten bevindt, kunt u een Plaid Portal-account aanmaken door naar my.plaid.com te gaan, uw telefoonnummer en e-mailadres te verifiëren en een wachtwoord te creëren. Zodra u een Plaid Portal-account heeft aangemaakt, wordt u doorgestuurd naar een dashboard dat u kan laten zien welke financiële rekeningen u heeft gekoppeld met Plaid en elke van de door u gekozen applicaties, evenals de soorten gegevens die worden gedeeld met elke applicatie. Daarnaast biedt het Plaid Portal u de mogelijkheid om de koppeling tussen applicaties en uw financiële rekeningen te beëindigen en om desgewenst gegevens die zijn opgeslagen in de systemen van Plaid, te verwijderen.

Afhankelijk van waar u zich bevindt, heeft u mogelijk bepaalde rechten met betrekking tot de over u verzamelde Eindgebruikersgegevens en hoe deze worden gebruikt. Raadpleeg het onderdeel Uw gegevensbeschermingsrechten (#uw-gegevensbeschermingsrechten) voor meer informatie om vast te stellen of deze rechten op u van toepassing zijn en hoe u deze rechten kunt uitoefenen, indien van toepassing.

## **Wijzigingen in dit beleid**

Dit Beleid kan van tijd tot tijd door ons worden aangepast of gewijzigd. Als aanpassingen of wijzigingen worden doorgevoerd, wordt de nieuwe versie van het Beleid op de website van Plaid geplaatst onder <https://plaid.com/legal> (<https://plaid.com/legal>) en wordt de datum van inwerkingtreding in de kop van dit Beleid aangepast. In overeenstemming met onze overeenkomsten met ontwikkelaars brengen wij ook hen op de hoogte van fundamentele wijzigingen, aangezien zij doorgaans in de beste positie zijn om hun eindgebruikers in kennis te stellen van dergelijke wijzigingen in dit Beleid, waar nodig.

## **Contact opnemen met Plaid**

Als u vragen of klachten heeft over dit Beleid of over hoe wij in het algemeen omgaan met gegevensbescherming, kunt u contact met ons opnemen via [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>) of een brief sturen naar:

*Indien u woonachtig bent buiten de EER of het VK:*

Plaid Inc.  
Attn: Legal  
PO Box 7775 #35278  
San Francisco, California 94120-7775  
U.S.A.

*Indien u woonachtig bent in het VK:*

Plaid Financial Ltd.  
Attn: Legal  
New Penderel House, 4th Floor  
283-288 High Holborn  
London, United Kingdom, WC1V 7HP

*Indien u woonachtig bent in de EER:*

Plaid, B.V.  
T.a.v. Legal  
Muiderstraat 1  
1011 PZ Amsterdam  
Netherlands

## **Overzichten van verwerkingsactiviteiten**

### **Overzicht van verwerkingsactiviteiten per categorie gegevens**

Om nog meer transparantie te bieden over onze werkmethoden, hebben we de informatie in ons bovenstaand Beleid geconsolideerd in een tabel waarin de categorieën gegevens die Plaid over u verzamelt, worden gekoppeld aan de bronnen van de informatie, hoe Plaid de informatie gebruikt, en de categorieën ontvangers met wie Plaid de informatie deelt. Meer gedetailleerde beschrijvingen over onze gegevensverzameling, ons gebruik van de gegevens en hoe we de gegevens delen vindt u in de betreffende onderdelen in bovenstaand Beleid.

### **Overzicht van verwerkingsactiviteiten per product**

Voor onze huidige Amerikaanse productsuite hebben we eveneens per product de categorieën gegevens geïdentificeerd die Plaid over u verzamelt en vastgelegd hoe Plaid die verzamelde gegevens gebruikt. Als u wilt weten welk(e) product(en) van Plaid wordt/worden gebruikt door de applicaties die u heeft gekoppeld, neem dan contact op met de ontwikkelaar van de applicatie. Wij wijzen erop dat deze lijst de productsuite van Plaid weergeeft per de datum van inwerkingtreding van dit Beleid en derhalve mogelijk niet de producten of diensten omvat die in ontwikkeling zijn na die datum.

### **Assets (activa)**

Assets geeft u de mogelijkheid toegang te verschaffen tot een geconsolideerd overzicht van uw financiële-rekeninggegevens op een bepaald moment (zoals rekeningsaldi, transactiegeschiedenis en identiteitsgegevens van rekeninghouders) met de apps en diensten die u kiest. Wij verzamelen identificatiegegevens, financiële gegevens, commerciële gegevens, locatiegegevens en gegevens over activiteiten op elektronische netwerken en leiden gevolgtrekkingen af uit deze gegevens. Wij gebruiken deze gegevens op de manier die is beschreven in het onderdeel Hoe we uw gegevens gebruiken (#hoe-we-uw-gegevens-gebruiken) van dit Beleid.

### **Auth**

Auth geeft u de mogelijkheid uw financiële-rekeninggegevens te authenticeren en toegang te verschaffen tot uw rekening- en routingnummers met de apps en diensten die u kiest. Wij verzamelen identificatiegegevens, financiële gegevens, commerciële gegevens, locatiegegevens en gegevens

over activiteiten op elektronische netwerken. Wij gebruiken deze gegevens op de manier die is beschreven in het onderdeel [Hoe we uw gegevens gebruiken \(#hoe-we-uw-gegevens-gebruiken\)](#) van dit Beleid.

## **Balance (saldo)**

Balance geeft u de mogelijkheid toegang te verschaffen tot de realtime saldi op uw financiële rekeningen met de apps en diensten die u kiest en die zo bijvoorbeeld kunnen helpen voorkomen dat u te veel geld van uw rekening opneemt voordat u een overboeking doet. Wij verzamelen identificatiegegevens, financiële gegevens, commerciële gegevens, locatiegegevens en gegevens over activiteiten op elektronische netwerken. Wij gebruiken deze gegevens op de manier die is beschreven in het onderdeel [Hoe we uw gegevens gebruiken \(#hoe-we-uw-gegevens-gebruiken\)](#) van dit Beleid.

## **Identity (identiteit)**

Identity biedt u de mogelijkheid toegang te verschaffen tot de rekeninghoudergegevens waarover uw financiële instelling beschikt (zoals uw naam, e-mailadres, telefoonnummer en postadres) met de apps en diensten die u kiest, om deze in staat te stellen om bijvoorbeeld uw identiteit te verifiëren of uw rekeninggegevens vooraf in te vullen binnen de app. Wij verzamelen identificatiegegevens, financiële gegevens, commerciële gegevens, locatiegegevens en gegevens over activiteiten op elektronische netwerken. Wij gebruiken deze gegevens op de manier die is beschreven in het onderdeel [Hoe we uw gegevens gebruiken \(#hoe-we-uw-gegevens-gebruiken\)](#) van dit Beleid.

## **Identiteitsverificatie en Monitor**

Identiteitsverificatie en Monitor faciliteren wereldwijd identiteitsverificatie-, fraudedetectie- en watchlist screeningdiensten voor onze klanten. Wanneer wij Identiteitsverificatie- en Monitordiensten aan onze klanten leveren, verzamelen en verwerken wij uw gegevens uitsluitend in overeenstemming met de instructies van onze klanten en dus bepalen onze klanten welke informatie wij verzamelen en met welk doel en op welke manier uw informatie wordt verwerkt. Voor meer informatie over hoe wij eindgebruikersgegevens verwerken voor onze klanten en op instructie van onze klant, zie de Eindgebruikersprivacyverklaring van onze dochtermaatschappij.

## **Income (inkomsten)**

Income biedt u de mogelijkheid toegang te verschaffen tot gegevens betreffende uw inkomsten en werk met de apps en diensten die u kiest. Wij verzamelen identificatiegegevens, financiële gegevens, commerciële gegevens, locatiegegevens, beroepsgerelateerde gegevens en gegevens over activiteiten op elektronische netwerken en leiden gevolgtrekkingen af uit deze gegevens. Wij gebruiken deze gegevens op de manier die is beschreven in het onderdeel [Hoe we uw gegevens gebruiken \(#hoe-we-uw-gegevens-gebruiken\)](#) van dit Beleid.

## **Investments (beleggingen)**

Investments geeft u de mogelijkheid toegang te verschaffen tot gegevens uit uw pensioen-, beleggings-, opleidingsspaar- en zorgspaarrekeningen met de apps en diensten die u kiest, zodat deze u bijvoorbeeld kunnen voorzien van instrumenten voor persoonlijk financieel en vermogensbeheer. Wij verzamelen identificatiegegevens, financiële gegevens, commerciële gegevens, locatiegegevens, beroepsgerelateerde gegevens en gegevens over activiteiten op elektronische netwerken en leiden gevolgtrekkingen af uit deze gegevens. Wij gebruiken deze gegevens op de manier die is beschreven in het onderdeel [Hoe we uw gegevens gebruiken \(#hoe-we-uw-gegevens-gebruiken\)](#) van dit Beleid.

## **Liabilities (schulden)**

Liabilities biedt u de mogelijkheid toegang te verschaffen tot financiële gegevens betreffende uw creditcard, hypotheek of studentenlening met de apps en diensten die u kiest. Wij verzamelen identificatiegegevens, financiële gegevens, commerciële gegevens, locatiegegevens en gegevens over activiteiten op elektronische netwerken en leiden gevolgtrekkingen af uit deze gegevens. Wij gebruiken deze gegevens op de manier die is beschreven in het onderdeel [Hoe we uw gegevens gebruiken \(#hoe-we-uw-gegevens-gebruiken\)](#) van dit Beleid.

## **Plaid Portal**

Plaid Portal stelt u in staat een Plaid Portal-account aan te maken op my.plaid.com om de financiële koppelingen die u met gebruik van Plaid heeft gecreëerd te bekijken en beheren. Wij verzamelen identificatiegegevens, financiële gegevens, commerciële gegevens, locatiegegevens en gegevens over activiteiten op elektronische netwerken. Wij gebruiken deze gegevens op de manier die is beschreven in het onderdeel [Hoe we uw gegevens gebruiken \(#hoe-we-uw-gegevens-gebruiken\)](#) van dit Beleid.

## **Signal (signaal)**

Signal stelt de apps en diensten die u gebruikt in staat om u een betere gebruikerservaring te bezorgen, bijvoorbeeld door u snellere toegang tot uw geld te verschaffen. Wij verzamelen identificatiegegevens, financiële gegevens, commerciële gegevens, locatiegegevens en gegevens over activiteiten op elektronische netwerken en leiden gevolgtrekkingen af uit deze gegevens. Wij gebruiken deze gegevens op de manier die is beschreven in het onderdeel [Hoe we uw gegevens gebruiken \(#hoe-we-uw-gegevens-gebruiken\)](#) van dit Beleid.

## **Transactions (transacties)**

Transactions biedt u de mogelijkheid om toegang te verschaffen tot de transactiegeschiedenis van uw financiële rekeningen met apps en diensten die u kiest, zodat deze u bijvoorbeeld kunnen voorzien van instrumenten voor persoonlijk financieel beheer, uitgavenrapportage, kasstroommodellering e.d. Wij verzamelen identificatiegegevens, financiële gegevens, commerciële

gegevens, locatiegegevens en gegevens over activiteiten op elektronische netwerken en leiden gevolg trekkingen af uit deze gegevens. Wij gebruiken deze gegevens op de manier die is beschreven in het onderdeel [Hoe we uw gegevens gebruiken \(#hoe-we-uw-gegevens-gebruiken\)](#) van dit Beleid.

## End User Services Agreement (US)

Effective Date: July 1, 2019

Thanks for using Plaid! Plaid provides a platform (“**Platform**”) that allows you and other end users to connect your bank accounts and other financial accounts (“**Accounts**”) with applications that can help you do things like save for retirement, manage your spending, streamline credit applications or transfer money (“**Apps**”).

This End User Services Agreement (US) (“**Agreement**”) is an agreement between you and Plaid Inc. (“**Plaid**”, “**we**” or “**us**”). By accepting this Agreement or accessing my.plaid.com or your Plaid profile, you agree to this Agreement and certify that you have all necessary rights to do so. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree to this Agreement on behalf of the party that you represent. If you do not have the legal authority to bind your employer or the applicable entity, please do not accept this Agreement or access the features covered by this Agreement.

Please note that this Agreement does not apply to the services we provide to the developers of Apps. Those services are covered by our Developer Terms of Use and other terms.

### **my.plaid.com.**

You can use my.plaid.com to manage connections between your Accounts and Apps. my.plaid.com is designed to empower you with greater control over your financial data, but the decision to use any App remains yours. Your use of any App and Account, and the App and Account providers’ use of your data, is governed by separate terms between you and the applicable providers. Plaid is not responsible for any Apps or Accounts provided by third parties or the acts or omissions of any third-party providers, and does not guarantee that any Apps or Accounts will remain available or compatible with the Platform.

### **Plaid Profile Creation.**

You need to create a profile with Plaid in order to use certain features of the Platform, including certain features of my.plaid.com. You also need to ensure that your information is accurate, complete and up-to-date. You must notify us if you learn of any unauthorized access to or use of your Plaid Profile.

### **Control and Responsibilities.**

You represent and warrant that you have all necessary rights to use your Accounts and Apps with the Platform, and you agree to comply with all laws and regulations applicable to your use, as well as any rules and guidelines that we post. You must not (1) use or access anyone else's Accounts or related data, (2) submit information about anyone else's identity or Accounts or that violates any third-party rights or (3) use the Platform for any fraudulent, illegal or misleading purpose. You also agree not to (a) modify, reverse engineer or seek to gain unauthorized access to the Platform or related systems, data or source code, (b) bypass or circumvent measures designed to prevent or limit access to any part of the Platform, (c) rent, lease, provide access to or sublicense any elements of the Platform to a third party or use the Platform on behalf of or to provide services to third parties, (d) copy, modify or create derivative works of the Platform or remove any of Plaid's proprietary notices, (e) access the Platform for competitive purposes or publish any benchmark or performance information about the Platform, or (f) use the Platform in any manner that could damage, disable, overburden, or impair the functioning of the Platform or interfere with, disrupt or negatively affect other users.

## **How Plaid Uses Your Data.**

Please review our [End User Privacy Policy \(#end-user-privacy-policy\)](#) to learn how Plaid uses data related to your Accounts (e.g., your Account login information and balance information). You should also refer to our [Privacy Statement \(#privacy-statement\)](#) and [Cookie Policy \(#cookie-policy\)](#) for information about what we collect from the use of our websites. If you have questions, contact us at [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>).

## **Rights to the Platform.**

Note that Plaid owns all right, title and interest (including intellectual property rights) in and to the Platform (including my.plaid.com and Plaid Profile features) and our related websites and technology. If you choose to give us feedback, suggestions or other inputs about the Platform, we may use them without restriction.

## **Our Disclaimers.**

TO THE EXTENT PERMITTED BY LAW, THE PLATFORM (INCLUDING MY.PLAIID.COM AND PLAID PROFILES) IS PROVIDED "AS IS" AND "AS AVAILABLE," AND ANY USE IS AT YOUR DISCRETION AND RISK. PLAID, ITS AFFILIATES AND ITS AND THEIR SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. PLAID DOES NOT WARRANT THAT USE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY OF YOUR DATA WILL BE ACCURATE OR COMPLETE OR THAT PLAID WILL MAINTAIN ANY DATA WITHOUT LOSS.

*Liabilities for our Platform.* TO THE EXTENT PERMITTED BY LAW, PLAID, ITS AFFILIATES AND ITS AND THEIR SUPPLIERS WILL NOT BE RESPONSIBLE FOR: (A) ANY LOST PROFITS, LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, FINANCIAL LOSSES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR (B) ANY DAMAGES OR AMOUNTS EXCEEDING, IN THE AGGREGATE, THE GREATER OF (1) THE AMOUNT YOU PAID US TO USE THE PLATFORM AND (2) ONE HUNDRED U.S. DOLLARS (US \$100).

## **Dispute Resolution.**

**We hope you will have a positive experience using our Platform, but should a dispute between us arise out of or relating to these Terms, we agree to resolve the dispute by following these steps:**

- 1. Send us a notice, according to the Notices section below, describing the dispute and including all relevant facts so we know how to help you.**
- 2. Within 5 business days after our receipt of your notice, we will reach out to discuss your dispute with you.**
- 3. If we're not able to resolve your dispute during our discussion, you will send us a written proposal for resolving your dispute.**
- 4. Within 15 business days after our receipt of your written proposal, we will let you know whether we agree to your proposal, or we will provide you with a counter-proposal.**

**After Step 4, it's up to you to decide whether you'd like to continue to negotiate with us to resolve your dispute, or whether you'd like to pursue a resolution through some other means.**

**Throughout this process, both you and Plaid agree to negotiate in good faith and according to the terms of this section to resolve the dispute before resorting to litigation or some other form of dispute resolution procedure. All negotiations (including your notice, our discussions, and your and our proposals) pursuant to this section are confidential and treated as compromise and settlement negotiations for the purposes of federal and state rules of evidence and procedure.**

### **Notices.**

Plaid may provide notices or communications to you through the email associated with your Plaid profile, through my.plaid.com or through other reasonable methods. All notices, requests and other communications to Plaid under this Agreement must be in writing to Plaid Inc., Attention: Legal, P.O. Box 7777 #35278, San Francisco, CA 94120-7775 (with a courtesy copy to [legalnotices@plaid.com](mailto:legalnotices@plaid.com) (<mailto:legalnotices@plaid.com>). ) and will be deemed given when delivered.

### **Ending This Agreement.**

At any time in its discretion, Plaid may terminate or suspend this Agreement (or your use of the Platform) with or without notice and for any or no reason, including if Plaid suspects that you have violated this Agreement. Plaid will have no liability to you for any termination or suspension, nor will such action limit any other rights or remedies Plaid may have. Except for your right to use the Platform, this Agreement will survive any termination.

### **About This Agreement.**

This Agreement may not be transferred or assigned by you without Plaid's prior written consent. Plaid may assign or transfer this Agreement to its affiliates or in connection with a merger, sale, reorganization or other change of control. In addition, Plaid's affiliates, contractors and service providers may exercise Plaid's rights or fulfill its obligations under this Agreement. Waivers must be in writing and no waivers will be implied. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions will remain unaffected and in full force and effect. This Agreement is the final, complete and exclusive agreement between you and us relating the subject matter of this Agreement and supersedes all prior or

contemporaneous understandings and agreements relating to such subject matter, whether oral or written. In this Agreement, headings are for convenience only and the term "including" (and similar terms) will be construed without limitation.

Plaid may modify this Agreement from time to time. Unless we specify otherwise, modifications take effect (and govern future use of the Platform, including my.plaid.com and your Plaid Profile) when we post the modified version. Plaid will use reasonable efforts to notify you of the modifications, and you may be required to agree to the modified version. If you do not agree to the modifications, your sole remedy is to cease using the Platform.

## End User Services Agreement (UK)

*Last Updated: 04 August 2022*

Thank you for using Plaid!

This End User Services Agreement ("**Agreement**") is a legal agreement between Plaid Financial Ltd. ("**Plaid**", "**we**" or "**us**") and the end user of our Services ("**you**", "**your**"). This Agreement only applies when we provide account information services and payment initiation services to you with respect to a UK payment account, and when we transmit retrieved data and/or the payment status related to such services to third parties on your behalf ("**Services**"). Such third parties include the owner or provider of the website, desktop and/or mobile application through which you have accessed our Services ("**Application**").

This Agreement describes the terms and conditions that apply to your use of the Services. You may not access or use the Services unless you agree to comply with all of the terms and conditions in this Agreement. You should therefore read this Agreement carefully and make sure you understand it. If you do not understand any of the terms and conditions of this Agreement, please contact us before using the Services by emailing us at [regulatory@plaid.com](mailto:regulatory@plaid.com) (<mailto:regulatory@plaid.com>).

You may view an up-to-date copy of this Agreement at any time at <https://plaid.com/legal/#end-user-services-agreement-uk> (<https://plaid.com/legal/#end-user-services-agreement-uk>).

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## **1. Plaid**

1.1. Plaid Financial Ltd. (company registration number 11103959) is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 for the provision of payment initiation and account information services (firm reference number 804718).

1.2. Plaid's registered office address is New Penderel House, 4th Floor, 283-288 High Holborn, London WC1V 7HP. Plaid's trading address is 35-41 Folgate Street, London, E1 6BX.

## **2. Plaid Services**

2.1. You have accessed our Services through an Application or within the Plaid dashboard (available at <https://my.plaid.com/>). The products and services provided to you by the Application are governed by a separate agreement between you and the provider of the Application ("**Application Terms**"). We have no responsibility for the products and services provided to you by or through the Application and will not be liable to you for any harm, damage or loss arising from your use of the products and services provided by or through the Application.

2.2. Our Services will allow you to obtain financial information from your online bank or payment account ("**Payment Account**") (account information services) and to make online payments directly from your Payment Account (payment initiation services).

2.3. The terms and conditions that apply to the Payment Accounts that you access through our Services (the "**Account Terms**") will remain in effect and this Agreement does not change your Account Terms.

2.4. We will not charge you for the use of our Services. Applications or other third parties may, however, charge you for products and services provided to you that make use of the Services provided by Plaid under this Agreement. Application providers and other third parties may pay us fees and other amounts in connection with the services we provide to them.

### [Account information services](#)

2.5. Plaid's account information services allow you to access and view information relating to your selected Payment Account within the Plaid dashboard (available at <https://my.plaid.com/>) and the Application through which you have accessed our Services.

2.6. To access the Plaid dashboard, you need to create an account with Plaid. You also need to ensure that your information is accurate, complete and up-to-date. You must follow best practices to help secure your Plaid account and notify us if you learn of any unauthorised access to or use of your

Plaid account.

2.7. With your explicit consent, we access and display information relating to your selected Payment Account(s) ("**Account Information**") within the Plaid dashboard and transmit such information to the Application through which you have accessed our Services. Such information may include: a. financial transaction history, for example, transaction amount, data, description and currency; b. financial account details, for example, account number, type, currency and balance; and c. financial account holder information, for example, name, address, phone number, and email address.

2.8. Before receiving Plaid's account information service, you will have instructed the Application through which you have accessed our Services to retrieve your Account Information using Plaid. Upon such an instruction, you will generally be redirected to us.

2.9. Once you are redirected to us, we will ask you to select which Payment Account provider ("**Account Provider**") you would like us to access Account Information from. You will give your explicit consent to us: (i) accessing your Account Information from the Account Provider you have selected; and (ii) taking the steps outlined in clause paragraph 2.12. once we have accessed your Account Information. Plaid will request your Account Information from your Account Provider on a periodic basis in accordance with your consent until the consent expires or is withdrawn.

2.10. Please note, you may be redirected to your Account Provider's website or mobile application in order to authenticate yourself so that your Account Provider knows that you consent to us accessing your Account Information.

2.11. Alternatively, in some circumstances, we may ask you to provide us with the login details for your Payment Account. By providing us with your Payment Account login details, you confirm that you have all the necessary rights, permissions and authority to share your login details and Account Information with us, and you grant us explicit consent to use your login details to access your Payment Account to obtain the necessary Account Information on your behalf and at your direction in order to provide you with the Services.

2.12. Once we have accessed your Account Information we may: a. share your Account Information with the Application through which you have accessed our Services; b. share your Account Information with third parties as directed by the Application through which you have accessed our Services provided, however, that you have explicitly consented to such sharing; or c. display your Account Information on the Plaid dashboard.

2.13. You agree to us sharing the Account Information we have accessed from your Account Provider with the Application through which you have accessed our Services, and with third parties as directed by that Application provided that in both cases you have explicitly consented to such sharing. Such sharing allows the Application to provide you with products and services in accordance with the Application Terms.

2.14. We do not check the accuracy of the Account Information retrieved from your Account Provider and we rely on your Account Provider to ensure that your Account Information is up to date and accurate.

2.15. We may standardize, categorize, merge, aggregate, and otherwise process your Account Information before displaying your Account Information on the Plaid dashboard, sharing it with the Application through which you have accessed our Services, or sharing it with third parties as directed by that Application with your explicit consent.

2.16. You may withdraw or vary your consent for Plaid to provide account information services at any time.

#### Payment initiation services

2.17. Plaid's payment initiation service allows you to make online payments from your Payment Account(s). Plaid can initiate the following types of online payments from your Payment Account(s): (i) single payments; (ii) standing orders; and (iii) variable recurring payments.

#### Single Payments

2.18. Before receiving our payment initiation service in respect of a single online payment order, you will have instructed the Application through which you have accessed our Services to make a single online payment using Plaid. You will be asked to review and confirm your payment order details for the single online payment, including: (i) the payment amount and (ii) the recipient details. It is your responsibility to ensure that all of the payment order details are correct before you confirm the payment order. You may not be able to recover a payment to an incorrect account or recipient.

2.19. These details will be pre-populated for you to review and confirm. For example, where you use Plaid payment initiation services to purchase goods or services online you must ensure that the merchant recipient details are correct.

2.20. You will confirm the payment order and provide explicit consent for Plaid to send the payment order to your Account Provider for execution, to receive information from your Account Provider on the initiation and execution of the payment order and to pass this information on to the Application through which you accessed our Services.

2.21. When you use Plaid's payment initiation service you will be asked to select the Payment Account from which you will fund the payment and you may be redirected to your Account Provider's website or mobile application in order to authenticate yourself so that your Account Provider knows that you consent to the transaction.

2.22. If the payment order relates to a transaction that is to be executed by your Account Provider immediately, you will not be able to cancel the payment order once you have provided your confirmation and explicit consent in accordance with paragraph 2.20.

2.23. If the Application through which you accessed our Services supports refunds, the following provisions apply: At the time we submit the payment order to your Account Provider for execution, we shall ask the Account Provider to share your name, Payment Account sort code and account number or IBAN ("**Account Details**") with us. If you require a refund for the payment made using Plaid's payment initiation services, you must request the refund from the Application through which you accessed our Services. The Application will in turn notify us that you have requested a refund and we will share your Account Details with the Application in order for them to make the refund to your

Payment Account (i.e. the Payment Account used to fund the original payment). The Application (and not Plaid) is responsible for making the refund. Plaid accepts no liability for the accuracy of your Account Details provided to us by your Account Provider.

### Standing Orders

2.24. You can use Plaid's payment initiation service to submit a standing order to your Account Provider. A standing order is an instruction to your Account Provider to make regular, recurring payments of the same amount to the same recipient over a specified or indefinite period of time.

2.25. If you use Plaid's payment initiation service to submit a standing order you will be asked to confirm: (i) the amount of the periodic payment, (ii) the recipient of the payments, (iii) the payment start date, (iv) the interval of the payment (e.g. every week or every month) (v) the day on which the payment should be made (e.g. the day of the week or month) and (vi) the end date or that the payments will continue unless cancelled.

2.26. Once you have confirmed the standing order details, you will be redirected to your bank to authenticate yourself and Plaid will submit the standing order instruction to your Account Provider.

2.27. Once the standing order has been confirmed as received by your Account Provider, Plaid no longer has control over the execution of the standing order payments; this is the responsibility of your Account Provider.

2.28. You will be able to view your standing order via your Account Provider's online banking facility (where supported). If you wish to change or cancel a standing order, you must do so directly with your Account Provider before the deadline provided by your Account Provider and before the next payment is due. If you miss the deadline for cancelling or amending your standing order, your Account Provider may not be able to stop the next payment in time.

2.29. For further information on how you can cancel and amend standing orders you should refer to your Account Provider terms and conditions.

### Variable Recurring Payments

2.30. Before receiving our payment initiation service to make variable recurring payments, you will have instructed the Application through which you have accessed our Services to make a payment order for a series of payment transactions to the same payee using Plaid (Variable Recurring Payments).

2.31. You will be asked to set up a mandate for the Variable Recurring Payments. This is your consent to Plaid to initiate a series of payments which fall within agreed consent parameters which are set by you, which may include: (i) the maximum amount per payment (ii) the frequency of the payments (iii) the maximum amount per frequency (e.g. no more than £50 per day/week/month/year) and (iv) the expiry date of the payment order (VRP Mandate). These details will either be pre-populated for you to review and confirm or you will be able to manually select your limits within the consent parameters. It is your responsibility to ensure that all of the details in the VRP Mandate are correct. You may not be able to recover a payment made pursuant to a VRP Mandate if any details are not correct to an incorrect account or recipient.

2.32. You will confirm any details required in setting up the VRP Mandate and provide explicit consent for Plaid to: (i) send those details to your Account Provider; (ii) access your Payment Account; (iii) initiate payment transactions in accordance with the VRP Mandate; (iv) receive information from your Account Provider on the initiation and execution of your instructions; and (v) to pass this information on to the Application through which you accessed our Services.

2.33. When you set up a VRP Mandate you will be asked to select the Payment Account from which you will fund the Variable Recurring Payments and you will be redirected to your Account Provider's website or mobile application in order to authenticate yourself so that your Account Provider knows that you consent to the VRP Mandate and to Variable Recurring Payments being made under the VRP Mandate.

2.34. Once your Account Provider has confirmed authentication, either Plaid or the Application through which you accessed our Services will confirm to you that the VRP Mandate has been successfully set up. Plaid will then initiate payments under the VRP Mandate in accordance with payment requests made by the Application through which you have accessed our Services. Plaid will only initiate a payment under a VRP Mandate where the payment is within the parameters set by you in the VRP Mandate.

2.35. You will be able to view and manage your VRP Mandate through your Account Provider, the Application and Plaid. If you wish to withdraw your VRP Mandate then you can do so with your Account Provider, the Application or Plaid directly. For further information on how you can withdraw your VRP Mandate through your Account Provider, you should refer to your Account Provider terms and conditions.

### **3. Eligibility and Availability**

3.1. You can only use the Services if:

- (a) you are 18 or over;
- (b) your Payment Account and Account Provider are located in the UK;
- (c) you provide us with accurate, complete, and up-to-date information, and do not misrepresent your identity or any other information about you;
- (d) you agree to this Agreement, and to using our Services in accordance with this Agreement; and
- (e) you agree to comply with all laws and regulations applicable to your use of the Services.

3.2. The Services that are available and the manner in which the Services are delivered may vary depending on the type of device you are using, the type of Payment Account(s) you have, the Account Terms and the Application Terms.

### **4. Communication**

4.1. Where relevant, Plaid may send you information and notifications to your email address or mobile number via SMS where Plaid considers this appropriate.

4.2. If your contact details (including your mobile phone number or email address) change, you should tell us as soon as you can. You are responsible for maintaining and regularly checking your device or email inbox for information and notifications from Plaid.

4.3. You can contact Plaid by emailing us at [regulatory@plaid.com](mailto:regulatory@plaid.com) (<mailto:regulatory@plaid.com>).

## **5. Incorrect or Unauthorised Payments**

5.1. If you suspect that an incorrect or unauthorised payment has been made using Plaid's payment initiation services you must contact us as soon as possible by emailing [security@plaid.com](mailto:security@plaid.com) (<mailto:security@plaid.com>).

5.2. You may be entitled to a refund of the incorrect or unauthorised payment from your Account Provider provided that you notify them of the incorrect or unauthorised payment without delay and in any event no later than 13 months after the date of the relevant payment. You must contact your Account Provider in the manner set out in the applicable Account Terms.

5.3. You should be aware that your Account Provider may contact you directly (and not through Plaid or the Application through which you have accessed our Services) if there is an issue with a payment order submitted through Plaid for whatever reason (for example, if there are insufficient funds or an issue with your authorisation). You may need to resolve such matters directly with your Account Provider.

## **6. Data**

6.1. We use your information in line with our End User Privacy Policy ("Privacy Policy") which can be found on our website at <https://plaid.com/legal/#end-user-privacy-policy> (#end-user-privacy-policy). If you are not comfortable with how we handle your information as explained in the Privacy Policy, you should not use our Service.

## **7. Liability**

7.1. Plaid will not be liable to refund you for any losses caused by circumstances beyond our control, for example, due to extreme weather, terrorist activity or industrial action.

7.2. Plaid is not liable for any contravention of a requirement imposed on it by or under Part 7 of the Payment Services Regulations 2017 where the contravention is due to: a. abnormal or unforeseeable circumstances beyond Plaid's control, the consequences of which would have been unavoidable despite all efforts to the contrary; or b. the obligations of Plaid under other provisions of EU or national law.

7.3. Nothing excludes or limits our liability for: a. death or personal injury caused by our negligence; b. our fraud or fraudulent misrepresentation; or c. a deliberate breach of this Agreement in a major way that is designed to harm you.

7.4. We are not liable to you for any harm, damage or loss to you arising from the acts or omissions of any third parties, in particular your Account Provider(s) and the Application through which you have accessed our Services.

## **8. Complaints**

8.1. If you have a complaint about our Services, please email us at [regulatory@plaid.com](mailto:regulatory@plaid.com) (<mailto:regulatory@plaid.com>) so that Plaid can investigate the circumstances for you. We will aim to deal quickly and fairly with any complaints you have about our Services in accordance with our obligations under applicable law. Plaid may, however, direct you to: a. your Account Provider, if your complaint relates to the services provided under the Account Terms or involves an incorrect or unauthorised payment in accordance with paragraph 5 above; or b. the Application through which you accessed our Services, if your complaint relates to the products and/or services provided by the Application under the Application Terms.

8.2. If your complaint relates to our Services and we do not resolve it, you may be able to refer it to the UK Financial Ombudsman Service. You can contact the UK Financial Ombudsman by telephone on: from inside the UK: 0300 123 9123 or 0800 023 4567; from other countries: +44 20 7964 0500 on Monday to Friday, 8am to 8pm and on Saturday 9am to 1pm; by post at The Financial Ombudsman Service, Exchange Tower, London E14 9SR; or by email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) (<mailto:regulatory@plaid.com>). The UK Financial Ombudsman Service is also available in a number of different languages and if you need it you will be put in touch with a translator when you contact the UK Financial Ombudsman Service.

8.3. Plaid is not responsible for any complaints or disputes about purchases made using our payment initiation services. You should settle these with the person from whom you bought the goods or services. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using our payment initiation services. Remember that once you have used our payment initiation service to make a purchase, Plaid cannot cancel or stop that payment transaction.

8.4. Plaid is also not responsible for any complaints or disputes about products and/or services provided by the Application through which you accessed our Services, other third parties, or your Account Provider. You should settle these with the Application, third party, or Account Provider directly.

## **9. Changes to this Agreement**

9.1. The contract between you and Plaid which is set out in this Agreement and which governs your use of the Services will continue until cancelled in accordance with this paragraph 9.

9.2. We will give you at least two months' prior written notice via, at a minimum, the contact details you have supplied to us of any intended material change to this Agreement along with the new version of the Agreement.

9.3. If you do not agree with the proposed change(s) you must tell us using the Plaid contact details set out in paragraph 4.3. before that change takes effect and you will have the right to terminate this Agreement at any time before the proposed date of their entry into force. If you do not contact us in order to tell us that you do not accept the changes and request to terminate this Agreement you will be deemed to have accepted the change(s) to the Agreement.

## **10. Termination**

10.1. You have the right to cancel the contract between us, which is set out in this Agreement, at any time without notice by contacting Plaid using the Plaid contact details set out at paragraph 4.3.

10.2. We may cancel the contract with you, with immediate effect, by giving written notice: a. if you repeatedly break this Agreement and fail to resolve the matter to Plaid's satisfaction in a timely manner; or b. in the event of your death or incapacity.

10.3. We may cancel this Agreement with you for any reason by giving you at least 2 months' written notice.

## **11. Governing law and language**

11.1. This Agreement is governed by English law and is subject to the non-exclusive jurisdiction of the English Courts.

11.2. This Agreement is in English and all communications with you will be in English.

# End User Services Agreement (EEA)

You're currently viewing en-eu content. View en-us content ([#end-user-services-agreement-us](#))

*Last Updated: 04 April 2022*

Thank you for using Plaid!

This End User Services Agreement ("**Agreement**") is a legal agreement between Plaid, BV ("**Plaid**", "**we**" or "**us**") and the end user of our Services ("**you**", "**your**"). This Agreement only applies when we provide account information services and payment initiation services (within the meaning of the European revised payment service directive (EU) 2015/2366) to you with respect to a Netherlands or European Economic Area (EEA) payment account, and when we transmit retrieved data and/or the payment status related to such services to third parties on your behalf ("**Services**"). Such third parties include the owner or provider of the website, desktop and/or mobile application through which you have accessed our Services ("**Application**").

This Agreement describes the terms and conditions that apply to your use of the Services. You may not access or use the Services unless you agree to comply with all of the terms and conditions in this Agreement. You should therefore read this Agreement carefully and make sure you understand it. If you do not understand any of the terms and conditions of this Agreement, please contact us before using the Services by emailing us at [regulatory@plaid.com](mailto:regulatory@plaid.com) (<mailto:regulatory@plaid.com>).

You may view an up-to-date copy of this Agreement at any time at <https://plaid.com/legal/#end-user-services-agreement-eea> (<https://plaid.com/legal/#end-user-services-agreement-eea>).

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fino run GmbH (#fino-end-user-eea)

## **1. Plaid**

1.1. Plaid, BV (RSIN 860002652) is licensed by De Nederlandsche Bank N.V. for the provision of account information services (AIS) and registered with De Nederlandsche Bank N.V. under number R179714.

1.2. Plaid's registered office address is Muiderstraat 1, 1011PZ Amsterdam, The Netherlands. Plaid's trading address is Suite 3A03, Singel 542, 1017AZ, Amsterdam, Nederland.

## **2. Plaid Services**

2.1 You have accessed our Services through an Application or within the Plaid dashboard (available at <https://my.plaid.com/>). The products and services provided to you by the Application are governed by a separate agreement between you and the provider of the Application ("**Application Terms**"). We have no responsibility for the products and services provided to you by or through the Application and will not be liable to you for any harm, damage or loss arising from your use of the products and services provided by or through the Application.

2.2. Our Services will allow you to obtain financial information from your online bank or payment account ("**Payment Account**") (account information services).

2.3. The terms and conditions that apply to the Payment Accounts that you access through our Services (the "**Account Terms**") will remain in effect and this Agreement does not change your Account Terms.

2.4. We will not charge you for the use of our Services. Applications or other third parties may, however, charge you for products and services provided to you that make use of the Services provided by Plaid under this Agreement. Application providers and other third parties may pay us fees and other amounts in connection with the services we provide to them.

Account information services

2.5. Plaid's account information services allow you to access and view information relating to your selected Payment Account within the Plaid dashboard (available at <https://my.plaid.com/> (<https://my.plaid.com/>)) and the Application through which you have accessed our Services.

2.6. To access the Plaid dashboard, you need to create an account with Plaid. You also need to ensure that your information is accurate, complete and up-to-date. You must follow best practices to help secure your Plaid account and notify us if you learn of any unauthorised access to or use of your Plaid account.

2.7. With your explicit consent, we access and display information relating to your selected Payment Account(s) ("**Account Information**") within the Plaid dashboard and transmit such information to the Application through which you have accessed our Services. Such information may include:

- (a) financial transaction history, for example, transaction amount, data, description and currency;
- (b) financial account details, for example, account number, type, currency and balance; and
- (c) financial account holder information, for example, name, address, phone number, and email address.

2.8. Before receiving Plaid's account information service, you will have instructed the Application through which you have accessed our Services to retrieve your Account Information using Plaid. Upon such an instruction, you will generally be redirected to us.

2.9. Once you are redirected to us, we will ask you to select which Payment Account provider ("**Account Provider**") you would like us to access Account Information from. You will give your explicit consent to us: (i) accessing your Account Information from the Account Provider you have selected; and (ii) taking the steps outlined in clause 2.12 of this Agreement once we have accessed your Account Information. Plaid will request your Account Information from your Account Provider on a periodic basis in accordance with your consent until the consent expires or is withdrawn.

2.10. Please note, you may be redirected to your Account Provider's website or mobile application in order to authenticate yourself so that your Account Provider knows that you consent to us accessing your Account Information.

2.11. Alternatively, in some circumstances, we may ask you to provide us with the login details for your Payment Account. By providing us with your Payment Account login details, you confirm that you have all the necessary rights, permissions and authority to share your login details and Account Information with us, and you grant us explicit consent to use your login details to access your Payment Account to obtain the necessary Account Information on your behalf and at your direction in order to provide you with the Services.

2.12. Once we have accessed your Account Information we may:

- (a) share your Account Information with the Application through which you have accessed our Services;
- (b) share your Account Information with third parties as directed by the Application through which you have accessed our Services provided, however, that you have explicitly consent to such sharing; or

(c) display your Account Information on the Plaid dashboard.

2.13. You agree to us sharing the Account Information we have accessed from your Account Provider with the Application through which you have accessed our Services, and with third parties as directed by that Application provided that in both cases you have explicitly consented to such sharing. Such sharing allows the Application to provide you with products and services in accordance with the Application Terms.

2.14. We do not check the accuracy of the Account Information retrieved from your Account Provider and we rely on your Account Provider to ensure that your Account Information is up to date and accurate.

2.15. We may standardize, categorize, merge, aggregate, and otherwise process your Account Information before displaying your Account Information on the Plaid dashboard, sharing it with the Application through which you have accessed our Services, or sharing it with third parties as directed by that Application with your explicit consent.

2.16. You may withdraw or vary your consent for Plaid to provide account information services at any time.

### **3. Eligibility and Availability**

3.1. You can only use the Services if:

(a) you are 18 or over;

(b) your Payment Account and Account Provider are located in the Netherlands or any other country in the EEA;

(c) you provide us with accurate, complete, and up-to-date information, and do not misrepresent your identity or any other information about you;

(d) you agree to this Agreement, and to using our Services in accordance with this Agreement; and

(e) you agree to comply with all laws and regulations applicable to your use of the Services.

3.2. The Services that are available and the manner in which the Services are delivered may vary depending on the type of device you are using, the type of Payment Account(s) you have, the Account Terms and the Application Terms.

### **4. Communication**

4.1. Where relevant, Plaid may send you information and notifications to your email address or mobile number via SMS where Plaid considers this appropriate.

4.2. If your contact details (including your mobile phone number or email address) change, you should tell us as soon as you can. You are responsible for maintaining and regularly checking your device or email inbox for information and notifications from Plaid.

4.3. You can contact Plaid by emailing us at [regulatory@plaid.com](mailto:regulatory@plaid.com) (<mailto:regulatory@plaid.com>).

## **5. Data**

5.1. We use your information in line with our End User Privacy Policy ("Privacy Policy") which can be found on our website at <https://plaid.com/legal/#end-user-privacy-policy> (<https://plaid.com/legal/#end-user-privacy-policy>). If you are not comfortable with how we handle your information as explained in the Privacy Policy, you should not use our Service.

## **6. Liability**

6.1. Plaid will not be liable to refund you for any losses caused by circumstances beyond our control, for example, due to extreme weather, terrorist activity or industrial action.

6.2. Plaid is not liable for any contravention of a requirement imposed on it by or under any applicable Dutch financial laws and regulation, where the contravention is due to:

- (a) abnormal or unforeseeable circumstances beyond Plaid's control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- (b) the obligations of Plaid under other provisions of EU or national law.

6.3. Nothing excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) our fraud or fraudulent misrepresentation; or
- (c) a deliberate breach of this Agreement in a major way that is designed to harm you.

6.4. We are not liable to you for any harm, damage or loss to you arising from the acts or omissions of any third parties, in particular your Account Provider(s) and the Application through which you have accessed our Services.

## **7. Complaints**

7.1. If you have a complaint about our Services, please email us at [regulatory@plaid.com](mailto:regulatory@plaid.com) (<mailto:regulatory@plaid.com>) so that Plaid can investigate the circumstances for you. We will aim to deal quickly and fairly with any complaints you have about our Services in accordance with our obligations under applicable law. Plaid may, however, direct you to:

- (a) your Account Provider, if your complaint relates to the services provided under the Account Terms; or
- (b) the Application through which you accessed our Services, if your complaint relates to the products and/or services provided by the Application under the Application Terms.

7.2. If your complaint relates to our Services and we do not resolve it, you may be able to refer it to the Financial Services Complaints Board (*Klachteninstituut financiële dienstverlening – KiFiD*), within three months of receiving our final response regarding the complaint, or within one year after you have submitted your complaint with us. You can contact the Financial Services Complaints Board by telephone on: +3170 333 89 99 on Monday to Friday, 9am to 7pm and on Saturday 9am to 1pm; by

post at KiFiD, Postbus 93257, 2509 AG Den Haag, The Netherlands; or by email: [consumenten@kifid.nl](mailto:consumenten@kifid.nl) (<mailto:consumenten@kifid.nl>). Plaid is registered with the Financial Services Complaints Board under number R179714. You also have the right to directly bring your complaint before the competent civil courts of the Netherlands.

7.3. Plaid is also not responsible for any complaints or disputes about products and/or services provided by the Application through which you accessed our Services, other third parties, or your Account Provider. You should settle these with the Application, third party, or Account Provider directly.

## **8. Changes to this Agreement**

8.1. Plaid reserves the right to change this Agreement at any time. Plaid will take into account your interests affected by the intended changes and will only make changes that we consider to be reasonable.

8.2. We will give you at least two months' prior written notice via, at a minimum, the contact details you have supplied to us of any intended material change to this Agreement along with the new version of the Agreement.

8.3. If you do not agree with the proposed change(s) you must tell us using the Plaid contact details set out in clause 4.3 before that change takes effect and you will have the right to terminate this Agreement at any time before the proposed date of their entry into force. If you do not contact us in order to tell us that you do not accept the changes and request to terminate this Agreement you will be deemed to have accepted the change(s) to the Agreement.

## **9. Termination**

9.1. The contract between you and Plaid which is set out in this Agreement and which governs your use of the Services will continue until cancelled in accordance with this clause 9.

9.2. You have the right to cancel the contract between us, which is set out in this Agreement, at any time without notice by contacting Plaid using the Plaid contact details set out at clause 4.3.

9.3. We may cancel the contract with you, with immediate effect, by giving written notice:

- (a) if you repeatedly break this Agreement and fail to resolve the matter to Plaid's satisfaction in a timely manner; or
- (b) in the event of your death or incapacity.

9.4. We may cancel this Agreement with you for any reason by giving you at least 2 months' written notice.

## **10. Governing law and language**

10.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be exclusively governed by and construed in accordance with the laws of the Netherlands.

10.2. This Agreement is available in the English and Dutch language. All communications with you will be in English.

## **11. fino run GmbH**

Following the withdrawal of the United Kingdom from the European Union which took effect on 31 December 2020 at 23:00 GMT ("Brexit"), UK established payment institutions are no longer able to benefit from the financial services 'passporting' regime.

Plaid will provide services to EU end-users after Brexit, through its entity in the Netherlands, Plaid BV, which is currently authorised to provide account information services and is in the process of obtaining permissions to provide payment initiation services with the Dutch Central Bank ("DNB").

Until we are authorised by the DNB for payment initiation services, we have partnered with fino run GmbH ("fino") to ensure that payment initiation services will be provided to you after Brexit. Please note that these payment initiation services in the EU will be subject to fino's terms of service, which will be made available to you when you next use the service. fino will then use Plaid's technology services to initiate payments from those accounts.

These services will also be subject to fino's user terms and Privacy Policy, which you can find at <https://plaid.com/legal/#fino-tcs-pis-end-user-eea> and <https://plaid.com/legal/#fino-pp-pis-end-user-eea>.

If you have any questions regarding these terms or fino's services, you may contact fino using the contact details set out below.

## **12. fino General Terms and Conditions**

provided by:

### **fino run GmbH**

Universitätsplatz 12

34127 Kassel

Registry Court: Kassel

Registry Number: HRB 17459

Payment Institutions Register: ID 150228

Website: <https://fino.run> (<https://fino.run>)

Email: [info@fino.run](mailto:info@fino.run) (<mailto:info@fino.run>)

Phone: (+49) 561 861850

– hereinafter: "fino" –

Competent Supervisory Authority:

Federal Financial Supervisory Authority (BaFin)

Graurheindorfer Str. 108

53117 Bonn

and

Marie-Curie-Str. 24-28  
60439 Frankfurt am Main  
[www.bafin.de](http://www.bafin.de) (<http://www.bafin.de>)

## **12.1. General statements**

fino inter alia provides finance-technological services in different varieties, as well as document management services. fino is supervised by the Federal Financial Supervisory Authority (BaFin). You can rely on fino to execute the tasks delegated by you with the utmost care.

## **12.2. General and special terms and conditions**

12.2.1. The Terms and Conditions (T&Cs) comprise the present "General Terms and Conditions for the Utilization of fino Services" as well as the following supplementary components to the T&Cs:

(a) T&Cs for Payment Initiation Services

12.2.2. All components of the T&Cs are effective as included and integrated elements of the General Terms and Conditions. They apply to the ordered products as an equivalent addition to the contract containing the General Terms and Conditions.

12.2.3. In case of contradictory regulations within the individual contract components, the following order of priority applies:

(a) General Terms and Conditions for the Utilization of fino Services

(b) T&Cs for Payment Initiation Services

## **12.3. Terms of use**

12.3.1. An entitlement to utilization of the fino services does not exist. fino explicitly reserves the right to refuse the signing of a user contract without citing of reasons, especially in case of incorrectly furnished particulars. This also applies in case of existing doubts about your identity, or if the terms and conditions are violated in any other way.

12.3.2. The user contract between you and fino takes effect as soon as you have agreed to fino's contractual conditions and commence using the services, or activate the order with the confirm button.

12.3.3. You are obligated to make only truthful statements regarding your person and your company, and to keep your data up to date at all times.

12.3.4. Individual service components may be extended or removed from the application by fino.

## **12.4. Remuneration**

12.4.1. The utilization of the fino service is basically free of charge to you.

12.4.2. That does not apply if diverging agreements have been made in special business relationships. You will be made aware of any possible fees prior to signing of the contract.

12.4.3. The user may only offset claims by fino with uncontested or legally binding counterclaims.

## **12.5. fino's liability**

### 12.5.1. General

fino is not liable for damages resulting from their service, in particular loss of data, or damages to soft- or hardware or property damages, unless those were caused by wilful or grossly negligent actions carried out by fino, their vicarious agents, or their legal representatives. For damages to life, body and health, as well as compensation claims in accordance with the Product Liability Law, fino is liable without restrictions. fino is equally liable for breach of duties that are of particular importance to the attainment of the contractual purpose (cardinal obligations); here, the liability is limited to the amount of the typically foreseeable damage.

### 12.5.2. Liability in case of force majeure

fino is not liable for damages caused by disruption of business operation (e.g., bomb threat or server failure), in particular because of force majeure (e.g., events of war or nature) as well as because of other circumstances not attributable to fino (e.g., strike, lockout, traffic disruption, failure of communication networks or gateways of other providers, as well as disruptions in the range of other telecommunications or service providers), or which take place because of acts of domestic or foreign authorities.

### 12.5.3. Server system

fino maintains, through their provider, a constantly monitored server system for their applications, which allows you continuous access to the sections intended for you, assuming a properly running system. In case of system failure caused neither by wilful or grossly negligent actions by fino nor their performing and vicarious agents, an entitlement to withdrawal, reduction or compensation does not exist.

## **12.6. General duties of cooperation and due diligence of the user**

### 12.6.1. Principle

(a) You are obligated to utilize the offered fino service solely for its intended purpose.

(b) Notifications from fino will be sent to you by email or, in case of app usage, via push notification. A message is considered issued if it has been received under ordinary circumstances on the server operating your electronic postbox, and if you were able to become aware of it under regular circumstances.

12.6.2. You are obligated to follow the assistance and information provided in the application and to take note of recommendations for action.

12.6.3. Further duties of cooperation and due diligence in the terms of use apply accordingly.

## **12.7. Communication**

12.7.1. Information transfer takes place via the internet using common browser systems and/or within a mobile application.

12.7.2. As a consumer in accordance with § 13 German Civil Code, you may request the forwarding of these contractual conditions on a different permanent data carrier (for example download) or in paper form at any stage during the contract period.

## **12.8. Long-term and one-off fino services**

### 12.8.1. One-off fino services

One-off fino services are available in a step-by-step route on a website and completed within a few minutes after data entry and confirmation. A cancellation during the process will abort the same completely. Once the process has been completed, it is not possible to recover it. The user contract for one-off fino services ends automatically with the fulfilment of all services or the cancellation of the process through the user.

### 12.8.2. Long-term fino services

Long-term fino services, which are not only performed once, will be provided for a specific period of time, so that renewed access with the same data pool is possible. It is possible to create an account, where applicable. Following effective implementation, the contract is valid indefinitely. Further terms and cancellation periods regarding the subscribed usage models arise out of individual contractual regulations.

(a) At any time, you have the option to terminate the user contract with fino or to delete your account within the application. The deletion of the account by you simultaneously causes the termination of the user contract between you and fino, subject to possible agreed-upon contract periods. As soon as you confirm the termination process within the application, it is not usually possible to reactivate your account or to retrieve any data.

(b) With long-term fino services, any alterations to these contract terms will be offered to you for acceptance at least six weeks before the effective date. Your consent to alterations to these contract terms shall be deemed given if you have not made your rejection of the same known by or before the proposed effective date.

(c) fino is entitled to one-sidedly alter these general terms and conditions, as well as special terms and conditions and possible further T&Cs, insofar this is required for the removal of subsequently emerging disruptions or for the adaption to altered legal or technical framework conditions.

(d) fino reserves the right to discontinue the performance of long-term fino services, without citing of reasons, with an adequate lead time.

## **12.9. General complaints procedure and extrajudicial redress procedure**

12.9.1. Should there be a conflict between you and fino, fino will be interested in adequate dispute resolution. For this reason, fino would like to point out the existing complaint and dispute resolution procedures available to you, as follows.

## 12.9.2. Complaint/dispute resolution procedure through fino

In case you are dissatisfied, or if you wish to make a complaint regarding your rights and obligations (e.g., in accordance with §§ 675c to 676c German Civil Code or Article 248 of the Introductory Act to the German Civil Code), please feel free to contact [beschwerdeverfahren@fino.run](mailto:beschwerdeverfahren@fino.run) (<mailto:beschwerdeverfahren@fino.run>) with your issue any time.

fino will respond to your concerns within 15 working days after receipt of the email, addressing all questions and issues raised. Should fino be unable to reply within 15 working days for reasons unattributable to fino, they will dispatch an interim response clearly indicating the reasons for the delay and specifying a time at which you will receive a final reply at the latest. You will receive a final reply no later than 35 working days after receipt of your email.

## 12.9.3. Complaint/dispute resolution procedure through a consumer conciliation board (alternative dispute resolution)

You also may contact a recognized private consumer conciliation board to resolve a dispute, or ring the consumer conciliation board set up through the Deutsche Bundesbank (without prejudice to your right to contact a court).

fino is principally prepared to partake in dispute resolution procedures held by the following consumer conciliation board:

- Consumer Conciliation Board of the Deutsche Bundesbank  
More information and contact details can be found on [www.bundesbank.de/schlichtungsstelle](http://www.bundesbank.de/schlichtungsstelle) (<http://www.bundesbank.de/schlichtungsstelle>).

## 12.9.4. Please note the product-specific, particular complaint/dispute resolution procedures in the special terms and conditions.

## **12.10. Final provisions**

12.10.1. German law applies to the business relationship unless mandatory statutory provisions oppose this. In case the provided services contain mixed purchase agreement components, the UN sales law is excluded.

12.10.2. Unless you are a consumer in accordance with § 13 German Civil Code, exclusive place of jurisdiction is Kassel.

12.10.3. Regarding data protection regulations, you are referred to the Privacy Statement for the Utilization of fino Services.

## **13. fino Terms and Conditions for Payment Initiation Services**

### **13.1. Terms of use for payment initiation services**

13.1.1. Regarding access to payment orders, § 675n German Civil Code applies.

13.1.2. The payment initiation is usually completed after a few seconds. In exceptional cases, the maximum time of execution may take up to 5 minutes.

## **13.2. Object of performance**

13.2.1. Secure login to your bank account

13.2.2. Execution of payment initiations

## **13.3. Protective and corrective measures for payment initiation services**

13.3.1. In case of suspected or actual fraud or in case of security risks, you will be notified either in writing by your service provider, via email by fino, or via in-app push notification.

13.3.2. In case of an unauthorized or an incorrectly executed payment procedure, you must notify your account- or deposit-holding payment service provider about the matter within 13 months after the day an unauthorized or incorrectly executed payment procedure has been debited at the latest.

13.3.3. In case of an unauthorized payment procedure, your account- or deposit-holding payment service provider does not hold any claim against you for reimbursement of his expenses. He is obliged to refund the payment amount without delay and, insofar a payment account was debited with the amount, to reinstate the balance of said payment account to what it would have been without the debiting of the unauthorized payment procedure. This obligation must be fulfilled without delay, but at the latest by the end of the business day following the day your account- or deposit-holding payment service provider was notified that the payment procedure had been unauthorized, or gained knowledge of this in another way.

13.3.4. In case of a payment order execution that has not been executed, or executed incorrectly or late, you may demand immediate reimbursement in full off your account-holding payment service provider. Should your account-holding payment service provider supply evidence that the payment amount was received in full and in time by the payee's payment service provider, this liability ceases. The entitlement does not exist, if the payment order was executed in accordance with customer identification incorrectly supplied by you. In such a case, though, you may demand your account-holding payment service provider to endeavour retrieving the payment amount insofar as his means allow. This matter is regulated in more detail in § 675y German Civil Code.

13.3.5. Paragraph 13.3.4. does not apply where facts referred to in § 46 I Money Laundering Act in conjunction with § 43 Money Laundering Act exist.

## **14. Privacy policy for fino Payment Initiation Service**

### **14.1. Preamble**

14.1.1. fino run GmbH (Universitätsplatz 12, 34127 Kassel, Germany) is responsible for the provision of payment initiation services ("PIS"). fino outsources certain parts of the provision of this service to Plaid Financial Limited ("Plaid") based at 35-41 Folgate Street, London E1 6BX. Plaid will be processing your data in connection with fino's PIS– further details of this is set out below.

14.1.2. This privacy policy explains how fino collects, uses and shares end user information in connection with PIS. The privacy and security of your data is very important to all of us at fino. Please read this privacy policy carefully before using our services.

## **14.2. Collection and use of personal data**

14.2.1. The data fino collects from you will be used for the execution of the fino PIS and for the fulfillment of the service contract existing between you and us according to fino's PIS terms and conditions, a copy of which can be found [here \(#fino-tcs-pis-end-user-eea\)](#). All data is collected according to the principle of data avoidance and data economy. You are neither legally nor contractually obligated to transmit your personal data to us. If you decide not to enter or transmit data, we will not be able to execute your order or the requested service component at all or not completely.

14.2.2. In connection with the fino PIS, we may collect any of the following data in particular:

- (a) Account information, including financial institution name, IBAN and BIC.
- (b) Information about account transactions including amount, date, payee, type, reference.
- (c) Identifiers and information about the account owner(s) including, name, email address, phone number, date of birth, address information.

14.2.3. If you are an end user using our fino PIS, through a software tool provided by Plaid ("**PIS Tool**") which you can use to consent to and authorise a payment as specified by the application through which you access our services, this may require that your ASPSP sends us your bank account details. When you use the PIS Tool, we will collect and process the personal data you provide to us (e.g. any personal data you include in the payment reference) in order for us to provide the PIS Tool. We may also collect and process personal data contained in your bank or payment account details shared with us by your ASPSP. We may also collect any personal data you share via email when you communicate with us.

## **14.3. How long will we keep your personal data**

We will not keep your personal data for any longer than we think is necessary to fulfill the purposes for which it was collected and used as described in this policy, unless a longer retention period is required or permitted under applicable law.

## **14.4. How we will share your information**

By using our fino PIS as an end user, we share your personal data with Plaid who will be acting on our behalf as data processor in relation to that personal data for specified purposes in connection with our fino PIS and in accordance with our instructions.

## **14.5. International transfers of your personal data**

To the extent that the information we collect about you is transferred from the EEA to countries for which the EU Commission have not made a finding that the legal framework in that country provides adequate protection for individuals' rights and freedoms for their personal data, we may transfer such data consistent with applicable data protection laws based on prior assessment of the level of data protection afforded in the context of the transfer, including through the use of the EU Commission-approved standard contractual clauses, if necessary in combination with additional safeguards.

## **14.6. Rights of the data subjects**

We guarantee your right to informational self-determination and the protection of your personal rights when using our services. You can exercise the following rights towards us at any time upon request and free of charge: Information about your stored data, correction or deletion of your stored data, restriction of the processing of your stored data, objection to the processing of your stored data, right of revocation of a once given consent to the collection, processing and use of your personal data with effect for the future as well as your right to data transferability. For this purpose, please contact the contact options set out below. You have the right to complain to a supervisory authority at any time if you are of the opinion that the processing of your personal data has taken place unlawfully.

## **14.7. Questions and Contact information**

If you would like to access, correct, amend or delete any personal information we have about you, register a complaint, or want more information about how we process your personal data , please contact use at e-mail: [privacy@fino.run](mailto:privacy@fino.run) (<mailto:privacy@fino.run>) or by post at:

foto run GmbH  
Data Protection  
Officer Universitätsplatz 12, 34127 Kassel, Germany

## Dienstenovereenkomst voor eindgebruikers (EEA)

Laatst bijgewerkt: 22 Februari 2021

Hartelijk dank dat u Plaid gebruikt!

Deze Dienstenovereenkomst voor eindgebruikers ('**Overeenkomst**') is een juridische overeenkomst tussen Plaid, BV ('**Plaid**', '**we/wij**' of '**ons/onze**') en de eindgebruiker van onze Diensten '**u**', '**uw**'). Deze Overeenkomst is uitsluitend van toepassing als wij u rekeninginformatiediensten en betalingsinitiatiediensten (in de zin van de herziene Europese Richtlijn (EU) 2015/2366 betreffende betalingsdiensten in de interne markt) leveren met betrekking tot een betaalrekening in Nederland of de Europese Economische Ruimte (EER) en als we opgehaalde gegevens en/of de betalingsstatus die aan dergelijke diensten zijn gerelateerd, namens u doorgeven aan derden ('**Diensten**'). Dergelijke derden zijn onder meer de eigenaar of verstrekker van de web-, desktop- en/of mobiele applicatie waarmee u onze Diensten heeft geopend ('**Applicable**').

Deze Overeenkomst beschrijft de algemene voorwaarden die van toepassing zijn op uw gebruik van de Diensten. U mag de Diensten alleen openen of gebruiken als u toezaagt alle voorwaarden in deze Overeenkomst te zullen naleven. U dient deze Overeenkomst dan ook nauwkeurig te lezen en te zorgen dat u deze begrijpt. Als u een of meer voorwaarden in deze Overeenkomst niet begrijpt, neem dan alvorens de Diensten te gebruiken contact met ons op door een e-mail te sturen naar [regulatory@plaid.com](mailto:regulatory@plaid.com) (<mailto:regulatory@plaid.com>).

Een bijgewerkte versie van de Overeenkomst kunt u op elk moment inzien op <https://plaid.com/legal/> (<https://plaid.com/legal/>).

*Spring naar onderdeel:*

[Plaid \(#plaid-nl\)](#)

[Diensten van Plaid \(#diensten-van-plaid-nl\)](#)

[Communicatie \(#communicatie-nl\)](#)

[Gegevens \(#gegevens-nl\)](#)

[Aansprakelijkheid \(#aansprakelijkheid-nl\)](#)

[Klachten \(#klachten-nl\)](#)

[Wijzigingen in deze Overeenkomst \(#wijzigingen-in-deze-overeenkomst-nl\)](#)

[Beëindiging \(#beëindiging-nl\)](#)

[Toepasselijk recht en taal \(#toepasselijk-recht-en-taal-nl\)](#)

## **1. Plaid**

1.1. Plaid, BV (RSIN 860002652) heeft ingevolge de Payment Services Regulations 2017 van De Nederlandsche Bank N.V. een vergunning gekregen voor het verlenen van rekeninginformatiediensten (RID) en is geregistreerd bij De Nederlandsche Bank N.V. onder nummer R179714.

1.2. Plaid is statutair gevestigd te Muiderstraat 1, 1011 PZ Amsterdam, Nederland. Het kantooradres van Plaid is Suite 3A03, Singel 542, 1017 AZ Amsterdam, Nederland.

## **2. Diensten van Plaid**

2.1. U heeft onze Diensten geopend via een Applicatie of in het dashboard van Plaid (beschikbaar via <https://my.plaid.com/> (<https://my.plaid.com/>)). De producten en diensten die u worden verstrekt door de Applicatie worden beheerst door een afzonderlijke overeenkomst tussen u en de leverancier van de Applicatie ('**Applicatievoorwaarden**'). Wij zijn niet verantwoordelijk voor de producten en diensten die u worden geleverd door of via de Applicatie en aanvaarden geen enkele aansprakelijkheid voor nadeel, verlies of schade voortvloeiend uit uw gebruik van de producten en diensten geleverd door of via de Applicatie.

2.2. Onze Diensten stellen u in staat financiële informatie te verkrijgen van uw online bank- of betaalrekening ('**Betaalrekening**') (rekeninginformatiediensten).

2.3. De algemene voorwaarden die van toepassing zijn op de Betaalrekeningen die u via onze Diensten kunt openen (de '**Rekeningvoorwaarden**') blijven van kracht en deze Overeenkomst wijzigt niets aan uw Rekeningvoorwaarden.

2.4. Wij brengen u geen kosten in rekening voor het gebruik van onze Diensten. Applicaties of andere derden kunnen echter wel kosten in rekening brengen voor aan u geleverde producten en diensten die gebruikmaken van de door Plaid uit hoofde van deze Overeenkomst verleende Diensten. In bepaalde gevallen betalen leveranciers van applicaties en andere derden ons een vergoeding in verband met de diensten die wij aan hen leveren.

#### Rekeninginformatiediensten

2.5. De rekeninginformatiediensten van Plaid stellen u in staat informatie betreffende de door u geselecteerde Betaalrekening te openen en te bekijken in het Plaid-dashboard (beschikbaar op <https://my.plaid.com/>) en de Applicatie waarmee u onze Diensten heeft geopend.

2.6. Om het Plaid-dashboard te openen, dient u bij Plaid een account aan te maken. U dient daarnaast te zorgen dat uw gegevens juist, volledig en actueel zijn. U dient 'best practices' te volgen om uw Plaid-account te helpen beveiligen en moet ons op de hoogte brengen van onbevoegde toegang tot of onbevoegd gebruik van uw Plaid-account zodra dit u ter kennis komt.

2.7. Met uw expliciete toestemming openen en tonen wij informatie betreffende uw geselecteerde Betaalrekening(en) ('**Rekeninginformatie**') in het Plaid-dashboard en geven dergelijke informatie door aan de Applicatie waarmee u onze Diensten heeft geopend. Dergelijke informatie betreft onder meer:

- (a) financiële transactiehistorie, zoals transactiebedrag, -data, -beschrijving en -valuta;
- (b) financiële details betreffende de Betaalrekening, zoals rekeningnummer, -type, -valuta en -saldo; en
- (c) informatie betreffende de rekeninghouder, zoals naam, adres, telefoonnummer en e-mailadres.

2.8. Alvorens de rekeninginformatiediensten van Plaid te ontvangen, heeft u de Applicatie waarmee u onze Diensten heeft geopend opdracht gegeven uw rekeninginformatie op te halen met gebruik van Plaid. Na een dergelijke opdracht wordt u in het algemeen naar ons doorgeleid.

2.9. Nadat u naar ons bent doorgeleid, vragen wij u de aanbieder van de Betaalrekening ('**Rekeningaanbieder**') te selecteren die wij moeten gebruiken om uw Rekeninginformatie te openen. U geeft ons uw expliciete toestemming: (i) om uw Rekeninginformatie te openen bij de door u geselecteerde Rekeningaanbieder; en (ii) de in artikel 2.12 van deze Overeenkomst vermelde stappen te nemen nadat wij uw Rekeninginformatie hebben geopend. Plaid vraagt overeenkomstig uw toestemming periodiek uw Rekeninginformatie aan uw Rekeningaanbieder en wel tot het moment waarop de toestemming vervalt of wordt ingetrokken.

2.10. Wij wijzen u erop dat het kan gebeuren dat u wordt doorgeleid naar de website of mobiele applicatie van uw Rekeningaanbieder om uw identiteit te verifiëren, zodat uw Rekeningaanbieder weet dat wij uw Rekeninginformatie openen met uw toestemming.

2.11. Het kan onder omstandigheden ook gebeuren dat wij u vragen ons de inloggegevens van uw Betaalrekening te verstrekken. Door ons de inloggegevens van uw Betaalrekening te verstrekken, bevestigt u dat u alle benodigde rechten, toestemmingen en bevoegdheden heeft om uw

inloggegevens en Rekeninginformatie met ons te delen en geeft u ons explicet toestemming om uw inloggegevens te gebruiken om uw Betaalrekening in te zien om namens en in opdracht van u de nodige Rekeninginformatie te verkrijgen teneinde u de Diensten te kunnen verlenen.

2.12. Nadat wij uw Rekeninginformatie hebben geopend, kunnen wij:

- (a) uw Rekeninginformatie delen met de Applicatie waarmee u onze Diensten heeft geopend;
- (b) uw Rekeninginformatie delen met derden volgens de aanwijzingen van de Applicatie waarmee u onze Diensten heeft geopend, echter op voorwaarde dat u daartoe explicet toestemming heeft gegeven; of
- (c) uw Rekeninginformatie weergeven in het Plaid-dashboard.

2.13. U stemt ermee in dat wij de Rekeninginformatie die wij bij uw Rekeningaanbieder hebben geopend, delen met de Applicatie waarmee u onze Diensten heeft geopend en op aanwijzing van die Applicatie ook met derden, in beide gevallen op voorwaarde dat u daartoe explicet toestemming heeft gegeven. Het delen van de informatie stelt de Applicatie in staat u producten en diensten te leveren in overeenstemming met de Applicatievoorwaarden.

2.14. Wij controleren de Rekeninginformatie opgehaald van uw Rekeningaanbieder niet op juistheid en vertrouwen erop dat uw Rekeningaanbieder zorgt dat uw Rekeninginformatie actueel en juist is.

2.15. Wij kunnen uw Rekeninginformatie standaardiseren, categoriseren, samenvoegen, aggregeren en anderszins verwerken alvorens deze te tonen in het Plaid-dashboard, te delen met de Applicatie waarmee u onze Diensten heeft geopend of te delen met derden op aanwijzing van die Applicatie en met uw expliciete toestemming.

2.16. U kunt uw toestemming aan Plaid om rekeninginformatiediensten te verlenen op elk gewenst moment intrekken of wijzigen.

#### Voorwaarden voor gebruik en beschikbaarheid

2.17. U kunt de Diensten uitsluitend gebruiken indien:

- (a) u 18 jaar of ouder bent;
- (b) uw Betaalrekening en Rekeningaanbieder zijn gevestigd in Nederland of een ander land in de EER;
- (c) u ons juiste, volledige en actuele informatie verstrekt en geen verkeerde voorstelling geeft omtrent uw identiteit of andere informatie betreffende uzelf;
- (d) u instemt met deze Overeenkomst en met het gebruik van onze Diensten in overeenstemming met deze Overeenkomst; en
- (e) u toezegt alle wet- en regelgeving die van toepassing is op uw gebruik van de Diensten te zullen naleven.

2.18. Welke Diensten beschikbaar zijn en hoe deze worden geleverd kan variëren afhankelijk van het type apparaat dat u gebruikt, het type Betaalrekening(en) dat u heeft, de Rekeningvoorwaarden en de Applicatievoorwaarden.

### **3. Communicatie**

3.1. Waar relevant kan Plaid u informatie en berichten sturen naar uw e-mailadres of via SMS naar uw mobiele telefoonnummer als Plaid dat nodig acht.

3.2. In geval van wijziging van uw contactgegevens (zoals uw mobiele telefoonnummer of e-mailadres) dient u ons daar zo snel mogelijk van op de hoogte te brengen. U bent zelf verantwoordelijk voor het onderhouden en regelmatig controleren van uw apparaat of e-mailbox op informatie en berichten van Plaid.

3.3. U kunt per e-mail contact opnemen met Plaid via [regulatory@plaid.com](mailto:regulatory@plaid.com) (<mailto:regulatory@plaid.com>)

### **4. Gegevens**

4.1. Wij gebruiken uw informatie overeenkomstig ons Privacybeleid voor eindgebruikers ('**Privacybeleid**'), dat u kunt vinden op onze website via [#privacybeleid-voor-eindgebruikers](https://plaid.com/legal/#privacybeleid-voor-eindgebruikers) ([#privacybeleid-voor-eindgebruikers](https://plaid.com/legal/#privacybeleid-voor-eindgebruikers)). Als u zich niet kunt vinden in de manier waarop we uw informatie hanteren zoals uiteengezet in het Privacybeleid, moet u onze diensten niet gebruiken.

### **5. Aansprakelijkheid**

5.1. Plaid is niet aansprakelijk en niet verplicht u te vergoeden voor verliezen als gevolg van omstandigheden waarover wij geen controle hebben, zoals extreme weersomstandigheden, terroristische activiteiten of industriële acties.

5.2. Plaid is niet aansprakelijk voor overtreding van een vereiste opgelegd door of krachtens toepasselijke Nederlandse financiële wet- en regelgeving, indien de overtreding het gevolg is van:

- (a) abnormale of onvoorzien omstandigheden waarover Plaid geen controle heeft en waarvan de gevolgen onvermijdbaar zouden zijn geweest ondanks pogingen om ze te voorkomen; of
- (b) de verplichtingen van Plaid op grond van andere bepalingen van EU- of nationaal recht.

5.3. Niets strekt echter tot uitsluiting of beperking van onze aansprakelijkheid voor:

- (a) door onze nalatigheid veroorzaakt(e) dood of persoonlijk letsel;
- (b) fraude of frauduleuze voorstelling van zaken onzerzijds; of
- (c) een opzettelijke, ernstige schending van deze Overeenkomst met de bedoeling u schade te berokkenen.

5.4. Wij zijn jegens u niet aansprakelijk voor nadeel, schade of verlies voortvloeiend uit het handelen of nalaten van derden, in het bijzonder van uw Rekeningaanbieder(s) of de Applicatie waarmee u onze Diensten heeft geopend.

## **6. Klachten**

6.1. Als u een klacht heeft over onze Diensten, verzoeken wij u een e-mail te sturen naar [regulatory@plaid.com](mailto:regulatory@plaid.com) (mailto:[regulatory@plaid.com](mailto:regulatory@plaid.com)) zodat Plaid de omstandigheden kan onderzoeken. Wij streven ernaar klachten over onze Diensten snel en eerlijk te behandelen, in overeenstemming met onze verplichtingen ingevolge toepasselijk recht. Plaid kan u echter eventueel doorverwijzen naar:

(a) uw Rekeningaanbieder, als uw klacht betrekking heeft op de diensten uit hoofde van de Rekeningvoorwaarden; of

(b) de Applicatie waarmee u onze Diensten heeft geopend, als uw klacht betrekking heeft op de door de Applicatie ingevolge de Applicatievoorwaarden geleverde producten en/of diensten.

6.2. Als uw klacht betrekking heeft op onze Diensten en wij de klacht niet afhandelen, kunt u deze neerleggen bij het Klachteninstituut Financiële Dienstverlening, Kifid. U kunt als volgt contact opnemen met het Klachteninstituut Financiële Dienstverlening: telefonisch via nummer +3170 333 89 99, van maandag t/m vrijdag van 09.00 uur tot 17.00 uur en zaterdag van 09.00 uur tot 13.00 uur; per post door te schrijven aan adres Kifid, Postbus 93257, 2509 AG Den Haag, of per e-mail door een bericht te sturen naar [consumenten@kifid.nl](mailto:consumenten@kifid.nl) (mailto:[consumenten@kifid.nl](mailto:consumenten@kifid.nl)).

6.3. Plaid is evenmin verantwoordelijk voor klachten of geschillen over producten en/of diensten geleverd door de Applicatie waarmee u onze Diensten heeft geopend, over andere derden of over uw Rekeningaanbieder. Dergelijke klachten moet u rechtstreeks richten aan de Applicatie, de derde of de Rekeningaanbieder.

## **7. Wijzigingen in deze Overeenkomst**

7.1. Plaid behoudt zich het recht voor deze Overeenkomst op elk gewenst moment te wijzigen. Bij voorgenomen wijzigingen neemt Plaid uw belangen in beschouwing en voeren wij uitsluitend wijzigingen door die door ons redelijk worden geacht.

7.2. Van elke voorgenomen wijziging in deze Overeenkomst stellen wij u ten minste twee maanden van tevoren schriftelijk op de hoogte via (in elk geval) de contactgegevens die u ons heeft verstrekt, onder bijvoeging van de nieuwe versie van de Overeenkomst.

7.3. Indien u niet kunt instemmen met de voorgestelde wijziging(en), dient u ons daar voorafgaand aan de inwerkingtreding van de wijziging van in kennis te stellen met gebruikmaking van de in artikel 3.3 vermelde contactgegevens van Plaid. U heeft steeds het recht om deze Overeenkomst voor de voorgestelde datum van inwerkingtreding te beëindigen. Als u ons niet laat weten dat u de wijzigingen niet aanvaardt en niet verzoekt om beëindiging van deze Overeenkomst, wordt u geacht de wijziging(en) in de Overeenkomst te hebben aanvaard.

## **8. Beëindiging**

8.1. Het contract tussen u en Plaid dat wordt uiteengezet in deze Overeenkomst en dat ziet op uw gebruik van de Diensten, duurt voort totdat het overeenkomstig dit artikel 8 wordt beëindigd.

8.2. U heeft het recht het contract tussen ons dat in deze Overeenkomst wordt uiteengezet, op elk moment en zonder opzegtermijn te beëindigen door contact op te nemen met Plaid via de in artikel 3.3 vermelde contactgegevens van Plaid.

8.3. Wij kunnen het contract met u met onmiddellijke ingang schriftelijk beëindigen:

(a) indien u deze Overeenkomst herhaaldelijk schendt en de betreffende aangelegenheid niet tijdig naar tevredenheid van Plaid oplost, en

(b) in geval van uw overlijden of onbekwaamheid.

8.4. Wij kunnen deze Overeenkomst met u om welke reden dan ook schriftelijk beëindigen met inachtneming van een opzegtermijn van ten minste twee maanden.

## **9. Toepasselijk recht en taal**

9.1. Deze Overeenkomst en alle geschillen of vorderingen (met inbegrip van niet-contractuele geschillen of vorderingen) die ontstaan uit of in verband met deze Overeenkomst of het onderwerp of de totstandkoming ervan, worden bij uitsluiting beheerst door Nederlands recht.

9.2. Deze Overeenkomst is beschikbaar in het Engels en in het Nederlands. Alle communicatie met u geschieft in het Engels.

# Vereinbarung über Endnutzerdienste (EWR)

Letzte Aktualisierung: 04. April 2022

Vielen Dank, dass Sie Plaid nutzen!

Diese Vereinbarung über Endnutzerdienste (die „**Vereinbarung**“) ist eine rechtliche Vereinbarung zwischen Plaid, BV („**Plaid**“, „**wir**“ oder „**uns**“) und dem Endnutzer unserer Dienste („**Sie**“, „**Ihr**“). Diese Vereinbarung gilt nur, wenn wir Ihnen Kontoinformationsdienste und Zahlungsauslösediensste (im Sinne der überarbeiteten europäischen Zahlungsdiensterichtlinie (EU) 2015/2366) in Bezug auf ein niederländisches Zahlungskonto oder ein Zahlungskonto im Europäischen Wirtschaftsraum (EWR) erbringen und wenn wir die abgerufenen Daten und/oder den Zahlungsstatus im Zusammenhang mit diesen Diensten in Ihrem Namen an Dritte übermitteln (die „**Dienste**“). Diese Dritten umfassen den Eigentümer oder Anbieter der Website, Desktop- und/oder mobilen Anwendung, über die Sie auf unsere Dienste zugegriffen haben (die „**Anwendung**“).

Diese Vereinbarung beschreibt die Bedingungen, die für Ihre Nutzung der Dienste gelten. Der Zugriff auf die Dienste und deren Nutzung ist nur dann gestattet, wenn Sie sich mit allen Bestimmungen und Bedingungen dieser Vereinbarung einverstanden erklären. Aus diesem Grund sollten Sie diese Vereinbarung sorgfältig lesen und sich davon überzeugen, dass Sie sie verstehen. Wenn Sie eine der

Bedingungen dieser Vereinbarung nicht verstehen, nehmen Sie bitte Kontakt mit uns auf, bevor Sie die Dienste nutzen, indem Sie uns eine E-Mail an [regulatory@plaid.com](mailto:regulatory@plaid.com) (<mailto:regulatory@plaid.com>) senden.

Eine aktuelle Kopie dieser Vereinbarung können Sie jederzeit unter <https://plaid.com/legal/> (<https://plaid.com/legal/>) aufrufen.

Zum Abschnitt springen:

[Plaid \(#plaid-de\)](#)

[Plaid-Dienste \(#plaid-dienste-de\)](#)

[Anspruchsberechtigung und Verfügbarkeit \(#anspruchsberechtigung-und-verfügbarkeit-de\)](#)

[Kommunikation \(#kommunikation-de\)](#)

[Daten \(#daten-de\)](#)

[Haftung \(#haftung-de\)](#)

[Beschwerden \(#beschwerden-de\)](#)

[Änderungen an dieser Vereinbarung \(#änderungen-an-dieser vereinbarung-de\)](#)

[Kündigung \(#kündigung-de\)](#)

[Anwendbares Recht und Sprache \(#anwendbares-recht-und-sprache-de\)](#)

[fino run GmbH \(#fino-run-gmbh-de\)](#)

## 1. Plaid

1.1. Plaid, BV (RSIN 860002652) ist von der De Nederlandsche Bank N.V. für die Bereitstellung von Kontoinformationsdiensten (AIS) lizenziert und bei der De Nederlandsche Bank N.V. unter der Nummer R179714 registriert.

1.2. Der eingetragene Sitz von Plaid ist Muiderstraat 1, 1011PZ Amsterdam, Niederlande. Die Handelsadresse von Plaid lautet Suite 3A03, Singel 542, 1017AZ, Amsterdam, Niederlande.

## 2. Plaid-Dienste

2.1. Sie haben über eine Anwendung oder über das Plaid-Dashboard (verfügbar unter <https://my.plaid.com/> (<https://my.plaid.com/>)) auf unsere Dienste zugegriffen. Die Ihnen über die Anwendung zur Verfügung gestellten Produkte und Dienstleistungen werden durch einen separaten Vertrag zwischen Ihnen und dem Anbieter der Anwendung (die „**Anwendungsbedingungen**“) geregelt. Wir tragen keine Verantwortung für die Produkte und Dienstleistungen, die Ihnen durch oder über die Anwendung zur Verfügung gestellt werden, und haften Ihnen gegenüber nicht für Schäden oder Verluste, die sich aus Ihrer Nutzung dieser Produkte und Dienstleistungen ergeben

2.2. Mit unseren Diensten können Sie Finanzinformationen von Ihrem Online-Bank- oder Zahlungskonto (das „**Zahlungskonto**“) abrufen (Kontoinformationsdienste).

2.3. Die Geschäftsbedingungen, die für die Zahlungskonten gelten, auf die Sie über unsere Dienste zugreifen (die „**Kontobedingungen**“), bleiben in Kraft und die vorliegenden Vertragsbedingungen ändern Ihre Kontobedingungen nicht.

2.4. Wir stellen Ihnen keine Gebühren für die Nutzung unserer Dienste in Rechnung. Es ist jedoch möglich, dass Anwendungen oder andere Dritte Ihnen Produkte und Dienste berechnen, die Ihnen unter Nutzung der von Plaid im Rahmen dieses Vertrags bereitgestellten Dienste zur Verfügung gestellt werden. Die Anbieter von Anwendungen und andere Dritte können uns Gebühren und andere Beträge im Zusammenhang mit den von uns für sie erbrachten Diensten zahlen.

#### Kontoinformationsdienste

2.5. Die Kontoinformationsdienste von Plaid ermöglichen Ihnen den Zugriff und die Anzeige von Informationen zu Ihrem ausgewählten Zahlungskonto innerhalb des Plaid-Dashboards (verfügbar unter <https://my.plaid.com/> (<https://my.plaid.com/>)) und der Anwendung, über die Sie auf unsere Dienste zugegriffen haben.

2.6. Um auf das Plaid-Dashboard zugreifen zu können, müssen Sie ein Konto bei Plaid erstellen. Darüber hinaus müssen Sie sich davon überzeugen, dass Ihre Angaben richtig, vollständig und aktuell sind. Befolgen Sie die bewährten Verfahren zur Sicherung Ihres Plaid-Kontos und informieren Sie uns, wenn Sie von einem unbefugten Zugriff auf Ihr Plaid-Konto oder dessen Nutzung erfahren.

2.7. Sofern Sie ausdrücklich zugestimmt haben, greifen wir auf Informationen zu Ihrem ausgewählten Zahlungskonto oder -konten (die „**Kontoinformationen**“) innerhalb des Plaid-Dashboards zu, zeigen diese an und übermitteln diese Informationen an die Anwendung, über die Sie auf unsere Dienste zugegriffen haben. Dazu können folgende Informationen gehören:

(a) Verlauf der Finanztransaktionen, z. B. Transaktionsbetrag, Daten, Beschreibung und Währung

(b) Finanzkontodaten, z. B. Kontonummer, Kontotyp, Währung und Saldo und

(c) Informationen über den Inhaber eines Finanzkontos, z. B. Name, Adresse, Telefonnummer und E-Mail-Adresse

2.8. Vor Erhalt des Kontoinformationsdienstes von Plaid werden Sie die Anwendung, über die Sie auf unsere Dienste zugegriffen haben, angewiesen haben, Ihre Kontoinformationen über Plaid abzurufen. Nach dieser Anweisung werden Sie in der Regel zu uns weitergeleitet.

2.9. Nach der Weiterleitung zu uns werden wir Sie bitten, den Anbieter des Zahlungskontos auszuwählen (der „**Kontoanbieter**“), von dem wir die Kontoinformationen abrufen sollen. Sie erklären sich ausdrücklich damit einverstanden, dass wir: (i) Ihre Kontoinformationen von dem von Ihnen ausgewählten Kontoanbieter abrufen; und (ii) die in Ziffer 2.12 dieser Vereinbarung beschriebenen Schritte unternehmen, sobald wir Ihre Kontoinformationen abgerufen haben. Plaid wird Ihre Kontodaten in regelmäßigen Abständen entsprechend Ihrer Zustimmung von Ihrem Kontoanbieter anfordern, bis die Zustimmung abläuft oder zurückgenommen wird.

2.10. Wir weisen Sie darauf hin, dass Sie unter Umständen auf die Website oder die mobile Anwendung Ihres Kontoanbieters weitergeleitet werden, um sich zu authentifizieren, damit Ihr Kontoanbieter weiß, dass Sie dem Zugriff auf Ihre Kontodaten zustimmen.

2.11. Alternativ dazu können wir Sie unter bestimmten Umständen bitten, uns die Anmelde Daten für Ihr Zahlungskonto anzugeben. Wenn Sie uns die Anmelde Daten für Ihr Zahlungskonto mitteilen, bestätigen Sie, dass Sie über alle erforderlichen Rechte, Berechtigungen und Befugnisse verfügen, um uns Ihre Anmelde Daten und Kontoinformationen mitzuteilen, und Sie geben uns die ausdrückliche Erlaubnis, Ihre Anmelde Daten für den Zugriff auf Ihr Zahlungskonto zu verwenden, um in Ihrem Namen und auf Ihre Anweisung die erforderlichen Kontoinformationen einzuholen, damit wir Ihnen die Dienste zur Verfügung stellen können.

2.12. Nachdem wir auf Ihre Kontoinformationen zugegriffen haben, können wir:

(a) Ihre Kontoinformationen an die Anwendung weitergeben, über die Sie auf unsere Dienste zugegriffen haben

(b) Ihre Kontoinformationen auf Anweisung der Anwendung, über die Sie auf unsere Dienste zugegriffen haben, an Dritte weitergeben, vorausgesetzt, Sie haben der Weitergabe ausdrücklich zugestimmt oder

(c) Ihre Kontoinformationen auf dem Dashboard von Plaid anzeigen.

2.13. Sie erklären sich damit einverstanden, dass wir die Kontoinformationen, auf die wir von Ihrem Kontoanbieter zugegriffen haben, an die Anwendung, über die Sie auf unsere Dienste zugegriffen haben, und an Dritte weitergeben, wie von dieser Anwendung angewiesen, vorausgesetzt, dass Sie in beiden Fällen ausdrücklich in die Weitergabe eingewilligt haben. Durch diese Weitergabe kann die Anwendung Ihnen Produkte und Dienstleistungen im Einklang mit den Anwendungsbedingungen zur Verfügung stellen.

2.14. Wir überprüfen die Richtigkeit der von Ihrem Kontoanbieter abgerufenen Kontoinformationen nicht und verlassen uns darauf, dass Ihr Kontoanbieter die Richtigkeit und Aktualität Ihrer Kontoinformationen sicherstellt.

2.15. Wir können Ihre Kontoinformationen standardisieren, kategorisieren, zusammenlegen, aggregieren und anderweitig verarbeiten, bevor wir Ihre Kontoinformationen auf dem Plaid-Dashboard anzeigen, sie an die Anwendung weitergeben, über die Sie auf unsere Dienste zugegriffen haben, oder sie auf Anweisung dieser Anwendung mit Ihrer ausdrücklichen Zustimmung an Dritte weitergeben.

2.16. Sie haben jederzeit die Möglichkeit, Ihre Zustimmung zur Bereitstellung von Kontoinformationsdiensten durch Plaid zu widerrufen oder zu ändern.

### **3. Anspruchsberechtigung und Verfügbarkeit**

3.1. Sie dürfen die Dienste nur nutzen, wenn:

(a) Sie 18 Jahre oder älter sind

- (b) Ihr Zahlungskonto und Ihr Kontoanbieter ihren Sitz in den Niederlanden oder einem anderen Land des EWR haben
- (c) Sie uns genaue, vollständige und aktuelle Informationen bereitstellen und keine falschen Angaben zu Ihrer Identität oder anderen Informationen über Sie machen
- (d) Sie sich mit dieser Vereinbarung und mit der Nutzung unserer Dienste gemäß dieser Vereinbarung einverstanden erklären und
- (e) Sie sich verpflichten, alle Gesetze und Vorschriften zu befolgen, die für Ihre Nutzung der Dienste gelten

3.2. Die angebotenen Dienste und die Art und Weise, in der die Dienste erbracht werden, können je nach dem von Ihnen verwendeten Gerätetyp, der Art Ihres Zahlungskontos bzw. Ihrer Zahlungskontos, den Kontobedingungen und den Anwendungsbedingungen variieren.

#### **4. Kommunikation**

4.1. Sofern Plaid dies für angemessen hält, kann Plaid Ihnen Informationen und Benachrichtigungen per SMS an Ihre E-Mail-Adresse oder Ihre Handynummer senden.

4.2. Wenn sich Ihre Kontaktdaten (einschließlich Ihrer Handynummer oder E-Mail-Adresse) ändern, teilen Sie uns dies bitte so schnell wie möglich mit. Sie sind dafür verantwortlich, Ihr Handy oder Ihren E-Mail-Posteingang regelmäßig auf Informationen und Benachrichtigungen von Plaid zu überprüfen.

4.3. Sie können sich mit Plaid in Verbindung setzen, indem Sie uns eine E-Mail an [regulatory@plaid.com](mailto:regulatory@plaid.com) (<mailto:regulatory@plaid.com>) senden.

#### **5. Daten**

5.1. Wir verwenden Ihre Daten im Einklang mit unserer Datenschutzrichtlinie für Endnutzer (die „**Datenschutzrichtlinie**“), die Sie auf unserer Website unter <https://plaid.com/legal/#end-user-privacy-policy> (<https://plaid.com/legal/#end-user-privacy-policy>) abrufen können. Wenn Sie nicht damit einverstanden sind, wie wir mit Ihren Daten umgehen, so wie es in der Datenschutzrichtlinie erläutert wird, sollten Sie unseren Dienst nicht nutzen.

#### **6. Haftung**

6.1. Für Verluste, die durch Umstände verursacht werden, die außerhalb unserer Kontrolle liegen, wie z. B. extreme Wetterbedingungen, terroristische Aktivitäten oder Arbeitskämpfe, übernimmt Plaid keine Haftung.

6.2. Plaid haftet nicht für einen Verstoß gegen eine Auflage, die ihm durch oder gemäß den geltenden niederländischen Finanzgesetzen und -vorschriften vorgeschrieben ist, wenn der Verstoß auf Folgendes zurückzuführen ist:

- (a) ungewöhnliche oder unvorhersehbare Umstände, die nicht von Plaid zu vertreten sind und deren Folgen trotz aller Bemühungen unvermeidbar gewesen wären, oder

(b) Verpflichtungen von Plaid gemäß anderen Bestimmungen des EU- oder nationalen Rechts

6.3. Unsere Haftung für folgende Fälle wird weder ausgeschlossen noch beschränkt:

(a) Tod oder Personenschaden, der durch unsere Fahrlässigkeit verursacht wurde

(b) Betrug oder arglistige Täuschung unsererseits oder

(c) eine vorsätzliche Verletzung dieser Vereinbarung in wesentlicher Weise, die darauf abzielt, Ihnen zu schaden

6.4. Wir übernehmen keine Haftung für Schäden oder Verluste, die Ihnen durch Handlungen oder Unterlassungen Dritter entstehen, insbesondere Ihres Kontoanbieters bzw. Ihrer Kontoanbieter und der Anwendung, über die Sie auf unsere Dienste zugegriffen haben.

## **7. Beschwerden**

7.1. Wenn Sie sich über unsere Dienste beschweren möchten, senden Sie uns bitte eine E-Mail an [regulatory@plaid.com](mailto:regulatory@plaid.com), damit Plaid den Sachverhalt für Sie untersuchen kann. Wir werden versuchen, Ihre Beschwerden über unsere Dienste schnell und fair im Einklang mit unseren Verpflichtungen nach dem anwendbaren Recht zu bearbeiten. Plaid kann Sie jedoch an folgende Stellen verweisen:

(a) Ihren Kontoanbieter, falls sich Ihre Beschwerde auf die Dienste bezieht, die im Rahmen der Kontobedingungen erbracht werden, oder

(b) die Anwendung, über die Sie auf unsere Dienste zugegriffen haben, falls sich Ihre Beschwerde auf die Produkte und/oder Dienstleistungen bezieht, die über die Anwendung gemäß den Anwendungsbedingungen bereitgestellt werden.

7.2. Wenn sich Ihre Beschwerde auf unsere Dienste bezieht und wir keine Lösung finden, können Sie sich innerhalb von drei Monaten nach Zugang unserer endgültigen Antwort auf die Beschwerde oder innerhalb eines Jahres, nachdem Sie Ihre Beschwerde bei uns eingereicht haben, an die Beschwerdestelle für Finanzdienstleistungen (*Klachteninstituut financiële dienstverlening – KiFiD*) wenden. Die Beschwerdestelle für Finanzdienstleistungen erreichen Sie montags bis freitags von 9 bis 19 Uhr und samstags von 9 bis 13 Uhr telefonisch unter +3170 333 89 99, auf dem Postweg: KiFiD, Postbus 93257, 2509 AG Den Haag, Niederlande, oder per E-Mail: [consumenten@kifid.nl](mailto:consumenten@kifid.nl) (<mailto:consumenten@kifid.nl>). Plaid ist bei der Beschwerdestelle für Finanzdienstleistungen unter der Nummer R179714 registriert. Sie haben auch das Recht, Ihre Beschwerde direkt bei einem der zuständigen Zivilgerichte in den Niederlanden einzureichen.

7.3. Plaid ist ferner nicht verantwortlich für Beschwerden oder Streitigkeiten über Produkte und/oder Dienstleistungen, die von der Anwendung, über die Sie auf unsere Dienste zugegriffen haben, von anderen Dritten oder von Ihrem Kontoanbieter geliefert werden. Diese sollten Sie direkt mit der Anwendung, dem Dritten oder dem Kontoanbieter klären.

## **8. Änderungen an dieser Vereinbarung**

8.1. Plaid behält sich das Recht vor, diese Vereinbarung jederzeit zu ändern. Wir werden Ihre Interessen, die von den beabsichtigten Änderungen betroffen sind, berücksichtigen und nur Änderungen vornehmen, die wir für angemessen halten.

8.2. Wir teilen Ihnen jede beabsichtigte wesentliche Änderung dieser Vereinbarung zusammen mit der neuen Version der Vereinbarung mindestens zwei Monate im Voraus schriftlich über die Kontaktdaten mit, die Sie uns übermittelt haben.

8.3. Wenn Sie mit einer vorgeschlagenen Änderung nicht einverstanden sind, informieren Sie uns bitte über die in Ziffer 4.3 genannten Kontaktdaten von Plaid, bevor die Änderung in Kraft tritt. Sie haben dann das Recht, diese Vereinbarung jederzeit vor dem vorgesehenen Datum des Inkrafttretens der Änderung zu kündigen. Setzen Sie sich nicht mit uns in Verbindung, um uns mitzuteilen, dass Sie die Änderungen ablehnen und diese Vereinbarung kündigen möchten, wird davon ausgegangen, dass Sie die Änderungen der Vereinbarung akzeptiert haben.

## **9. Kündigung**

9.1. Das Vertragsverhältnis zwischen Ihnen und Plaid, das in dieser Vereinbarung dargelegt ist und Ihre Nutzung der Dienste regelt, bleibt bis zur Kündigung gemäß dieser Ziffer 9 bestehen.

9.2. Sie haben das Recht, das in dieser Vereinbarung festgelegte Vertragsverhältnis zwischen Ihnen und Plaid jederzeit fristlos zu kündigen, indem Sie Plaid über die in Ziffer 4.3 genannten Kontaktdaten von Plaid kontaktieren.

9.3. Wir können das Vertragsverhältnis mit Ihnen mit sofortiger Wirkung durch schriftliche Erklärung kündigen:

(a) wenn Sie wiederholt gegen diese Vereinbarung verstößen und die Angelegenheit nicht zeitnah zur Zufriedenheit von Plaid lösen oder

(b) im Falle Ihres Todes oder Ihrer Geschäftsunfähigkeit

9.4. Wir sind berechtigt, diese Vereinbarung mit Ihnen mit einer Frist von mindestens 2 Monaten schriftlich zu kündigen.

## **10. Anwendbares Recht und Sprache**

10.1. Auf diese Vereinbarung und alle Streitigkeiten oder Ansprüche (einschließlich außervertraglicher Streitigkeiten oder Ansprüche), die sich aus ihr oder in Verbindung mit ihr oder ihrem Gegenstand oder ihrem Zustandekommen ergeben, ist ausschließlich niederländisches Recht anwendbar.

10.2. Diese Vereinbarung ist in englischer und niederländischer Sprache verfügbar. Sämtliche Kommunikation mit Ihnen erfolgt in englischer Sprache.

## **11. fino run GmbH**

Nach dem Ausscheiden des Vereinigten Königreichs aus der Europäischen Union, das am 31. Dezember 2020 um 23:00 Uhr GMT in Kraft trat („**Brexit**“), können im Vereinigten Königreich ansässige Zahlungsinstitute nicht mehr von der Regelung für Finanzdienstleistungen („**Passporting**“)

profitieren.

Plaid bietet nach dem Brexit Dienste für EU-Endnutzer über seine Niederlassung in den Niederlanden, Plaid BV, an, die derzeit die Genehmigung zur Erbringung von Kontoinformationsdiensten hat und dabei ist, bei der niederländischen Zentralbank („**DNB**“) die Erlaubnis zur Erbringung von Zahlungsauslösediensten zu erhalten.

Bis die DNB uns die Genehmigung für Zahlungsauslösedienste erteilt, sind wir eine Partnerschaft mit der fino run GmbH („**fino**“) eingegangen, um dafür zu sorgen, dass Ihnen auch nach dem Brexit Zahlungsauslösedienste angeboten werden. Wir weisen Sie darauf hin, dass diese Zahlungsauslösedienste in der EU den Allgemeinen Geschäftsbedingungen von fino unterliegen, die Ihnen bei der nächsten Nutzung des Dienstes zugänglich gemacht werden. fino wird dann die technischen Dienste von Plaid nutzen, um Zahlungen von diesen Konten auszulösen.

Für diese Dienste gelten auch die Nutzungsbedingungen und die Datenschutzrichtlinie von fino, welche Sie unter <https://plaid.com/legal/#fino-tcs-pis-end-user-eea> (<https://plaid.com/legal/#fino-tcs-pis-end-user-eea>) bzw <https://plaid.com/legal/#fino-pp-pis-end-user-eea> (<https://plaid.com/legal/#fino-pp-pis-end-user-eea>) finden können.

Bei Fragen zu diesen Bedingungen oder den Diensten von fino wenden Sie sich bitte unter den unten angegebenen Kontaktdataen an fino.

## **12. Allgemeine Geschäftsbedingungen von fino**

bereitgestellt von:

### **fino run GmbH**

Universitätsplatz 12

34127 Kassel

Registergericht: Kassel

Registernummer: HRB 17459

Zahlungsinstitutsregister: ID 150228

Website: <https://fino.run> (<https://fino.run>)

E-Mail: [info@fino.run](mailto:info@fino.run) (<mailto:info@fino.run>)

Tel.-Nr.: (+49) 561 861850

– im Folgenden „**fino**“ –

Zuständige Aufsichtsbehörde:

Federal Financial Supervisory Authority (BaFin)

Graurheindorfer Str. 108

53117 Bonn

und

Marie-Curie-Str. 24-28

60439 Frankfurt am Main

[www.bafin.de](http://www.bafin.de) (<http://www.bafin.de>)

## **12.1. Allgemeine Hinweise**

fino bietet unter anderem verschiedene finanztechnische Dienste sowie Dienstleistungen im Bereich des Dokumentenmanagements an. fino wird von der Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) beaufsichtigt. Sie können darauf vertrauen, dass fino die von Ihnen erteilten Aufträge mit äußerster Sorgfalt ausführt.

## **12.2. Allgemeine und besondere Bedingungen**

12.2.1. Die Allgemeinen Geschäftsbedingungen (AGB) umfassen die vorliegenden „Allgemeinen Geschäftsbedingungen für die Inanspruchnahme der fino-Dienste“ sowie die folgenden Zusatzkomponenten zu den AGB:

(a) AGB für Zahlungsauslösedienste

12.2.2. Alle Komponenten der AGBs gelten als eingebundene und integrierte Bestandteile der Allgemeinen Geschäftsbedingungen. Sie finden auf die bestellten Produkte als gleichwertige Ergänzung zu dem Vertrag, der die Allgemeinen Geschäftsbedingungen enthält, Anwendung.

12.2.3. Bei widersprüchlichen Regelungen innerhalb der einzelnen Vertragskomponenten gilt die folgende Rangfolge:

(a) Allgemeine Geschäftsbedingungen für die Inanspruchnahme der fino-Dienste

(b) AGB für Zahlungsauslösedienste

## **12.3. Nutzungsbedingungen**

12.3.1. Ein Anspruch auf Inanspruchnahme der fino-Dienste besteht nicht. fino behält sich ausdrücklich das Recht vor, den Abschluss eines Nutzungsvertrages ohne Angabe von Gründen abzulehnen, insbesondere bei falschen Angaben. Dies gilt auch, falls Zweifel an Ihrer Identität bestehen oder wenn in sonstiger Weise gegen die AGB verstößen wird.

12.3.2. Der Nutzungsvertrag zwischen Ihnen und fino kommt zustande, sobald Sie den Vertragsbedingungen von fino zugestimmt haben und mit der Nutzung der Dienste beginnen oder die Bestellung mit dem Bestätigungsbutton auslösen.

12.3.3. Sie sind verpflichtet, ausschließlich wahrheitsgemäße Angaben zu Ihrer Person und Ihrem Unternehmen zu machen und Ihre Daten stets auf dem neuesten Stand zu halten.

12.3.4. Einzelne Komponenten des Dienstes können von fino erweitert oder aus der Anwendung gelöscht werden.

## **12.4. Vergütung**

12.4.1. Die Nutzung des fino-Dienstes ist für Sie grundsätzlich kostenlos.

12.4.2. Das gilt allerdings nicht, wenn im Rahmen besonderer Geschäftsbeziehungen abweichende Vereinbarungen getroffen wurden. Sie werden vor Vertragsabschluss auf mögliche Gebühren hingewiesen.

12.4.3. Gegen Forderungen von fino kann der Nutzer nur mit unbestrittenen oder rechtskräftig festgestellten Gegenansprüchen aufrechnen.

## **12.5. Haftung von fino**

### 12.5.1. Allgemeine Bestimmungen

fino haftet nicht für Schäden, die aus ihren Diensten entstehen, insbesondere Datenverluste, Schäden an Soft- oder Hardware oder Sachschäden, es sei denn, diese wurden durch vorsätzliches oder grob fahrlässiges Handeln von fino, ihren Erfüllungsgehilfen oder ihren gesetzlichen Vertretern verursacht. Für Schäden aus der Verletzung des Lebens, des Körpers oder der Gesundheit sowie für Schadensersatzansprüche nach dem Produkthaftungsgesetz haftet fino unbeschränkt. Gleichermaßen haftet fino für die Verletzung von Pflichten, die für die Erreichung des Vertragszwecks von besonderer Bedeutung sind (Kardinalpflichten); hierbei ist die Haftung der Höhe nach auf den typischerweise vorhersehbaren Schaden begrenzt.

### 12.5.2. Haftung bei höherer Gewalt

fino haftet nicht für Schäden, die durch eine Störung des Geschäftsbetriebes (z. B. Bombendrohung oder Serverausfall), insbesondere durch höhere Gewalt (z. B. Kriegs- oder Naturereignisse) sowie durch sonstige von fino nicht zu vertretende Umstände (z. B. Streik, Aussperrung, Verkehrsbehinderung, Ausfall von Kommunikationsnetzen oder Gateways anderer Anbieter sowie Störungen im Bereich anderer Telekommunikations- oder Dienstanbieter) verursacht wurden oder die auf Grund von Verfügungen von hoher Hand im In- oder Ausland eintreten.

### 12.5.3. Serversystem

fino verfügt über seinen Provider über ein ständig überwachtes Serversystem für seine Anwendungen, das einen kontinuierlichen Zugriff auf die für Sie bestimmten Abschnitte ermöglicht, vorausgesetzt, das System läuft einwandfrei. Im Falle eines Systemausfalls, der nicht durch vorsätzliches oder grob fahrlässiges Handeln von fino oder deren Erfüllungs- und Verrichtungsgehilfen verursacht wurde, besteht kein Anspruch auf Rücktritt, Minderung oder Schadensersatz.

## **12.6. Allgemeine Mitwirkungs- und Sorgfaltspflichten des Nutzers**

### 12.6.1. Grundsatz

- (a) Sie sind verpflichtet, den angebotenen fino-Dienst ausschließlich bestimmungsgemäß zu nutzen.
- (b) Mitteilungen von fino werden Ihnen per E-Mail oder, im Falle der Nutzung einer App, per Push-Benachrichtigung zugestellt. Eine Nachricht gilt als übermittelt, wenn sie unter gewöhnlichen Umständen auf dem Server, der Ihr elektronisches Postfach betreibt, eingegangen ist und wenn Sie unter gewöhnlichen Umständen davon Kenntnis nehmen konnten.

### 12.6.2. Sie sind verpflichtet, die in der Anwendung angegebenen Ratschläge und Informationen zu befolgen und die Handlungsempfehlungen zur Kenntnis zu nehmen.

12.6.3. Es gelten die weiteren Mitwirkungs- und Sorgfaltspflichten in den Nutzungsbedingungen entsprechend.

## **12.7. Kommunikation**

12.7.1. Die Datenübermittlung erfolgt über das Internet mithilfe gängiger Browsersysteme und/oder innerhalb einer mobilen Anwendung.

12.7.2. Als Verbraucher im Sinne des § 13 BGB können Sie während der vertraglichen Laufzeit jederzeit die Übermittlung dieser Vertragsbedingungen auf einem anderen dauerhaften Datenträger (z. B. Download) oder in Papierform verlangen.

## **12.8. Langfristige und einmalige fino-Dienste**

### **12.8.1. Einmalige fino-Dienste**

Die einmaligen fino-Dienste sind auf einer Website schrittweise verfügbar und nach Eingabe der Daten und Bestätigung innerhalb weniger Minuten abgeschlossen. Wird der Vorgang während der Bearbeitung abgebrochen, so wird er vollständig storniert. Sobald der Vorgang abgeschlossen ist, kann er nicht mehr rückgängig gemacht werden. Der Nutzungsvertrag für einmalige fino-Dienste endet automatisch mit der Erfüllung aller Dienste oder der Stornierung des Vorgangs durch den Nutzer.

### **12.8.2. Langfristige fino-Dienste**

Die langfristigen fino-Dienste, die nicht nur einmalig erbracht werden, stehen für einen bestimmten Zeitraum zur Verfügung, so dass ein erneuter Zugriff mit demselben Datenbestand möglich ist. Es besteht die Möglichkeit, ein Konto zu erstellen, wo dies erforderlich ist. Nach der wirksamen Umsetzung ist der Vertrag unbefristet gültig. Weitere Bedingungen und Kündigungsfristen zu den abonnierten Nutzungsmodellen ergeben sich aus den einzelvertraglichen Regelungen.

- (a) Sie haben die Möglichkeit, den Nutzungsvertrag mit fino jederzeit zu kündigen oder Ihr Konto innerhalb der Anwendung zu löschen. Mit der Löschung des Kontos durch Sie endet gleichzeitig auch der Nutzungsvertrag zwischen Ihnen und fino, sofern nicht andere Vertragslaufzeiten vereinbart wurden. Nachdem Sie den Kündigungsvorgang innerhalb der Anwendung bestätigt haben, ist es in der Regel nicht mehr möglich, Ihr Konto zu reaktivieren oder Daten abzurufen.
- (b) Bei den langfristigen fino-Diensten werden etwaige Änderungen dieser Vertragsbedingungen Ihnen mindestens sechs Wochen vor ihrem Inkrafttreten zur Annahme angeboten. Ihre Zustimmung zu Änderungen dieser Vertragsbedingungen gilt als erteilt, wenn Sie den Änderungen nicht bis zum vorgesehenen Zeitpunkt des Inkrafttretens widersprochen haben.
- (c) fino ist berechtigt, diese Allgemeinen Geschäftsbedingungen sowie Besondere Geschäftsbedingungen und etwaige weitere AGB einseitig zu ändern, wenn dies zur Beseitigung von nachträglich auftretenden Störungen oder zur Anpassung an geänderte rechtliche oder technische Rahmenbedingungen erforderlich ist.
- (d) fino behält sich das Recht vor, die Erbringung der langfristigen fino-Dienste ohne Angabe von Gründen mit angemessener Vorlaufzeit einzustellen.

## **12.9. Allgemeines Beschwerdeverfahren und außergerichtliches Rechtsschutzverfahren**

12.9.1. Sollte es zu einem Streit zwischen Ihnen und fino kommen, so ist fino an einer angemessenen Streitbeilegung interessiert. Darum möchte fino auf die bestehenden Beschwerde- und Streitbeilegungsverfahren hinweisen, die Ihnen wie folgt zur Verfügung stehen.

### 12.9.2. Beschwerde-/Streitbeilegungsverfahren durch fino

Bei Unzufriedenheit oder wenn Sie sich über Ihre Rechte und Pflichten beschweren möchten (z. B. nach §§ 675c bis 676c BGB oder Artikel 248 des Einführungsgesetzes zum BGB), können Sie sich mit Ihrem Anliegen jederzeit an [beschwerdeverfahren@fino.run](mailto:beschwerdeverfahren@fino.run) (mailto:beschwerdeverfahren@fino.run) wenden.

fino wird sich innerhalb von 15 Werktagen nach Erhalt der E-Mail zu Ihrem Anliegen äußern und auf alle Fragen und Probleme eingehen. Falls fino aus Gründen, die nicht von fino zu vertreten sind, nicht in der Lage ist, Ihnen innerhalb von 15 Werktagen zu antworten, wird fino Ihnen eine vorläufige Antwort zukommen lassen, in der die Gründe für die Verzögerung deutlich angegeben sind und ein Zeitpunkt genannt wird, zu dem Sie spätestens eine endgültige Antwort erhalten werden. Die endgültige Antwort erhalten Sie spätestens 35 Werkstage nach Eingang Ihrer E-Mail.

### 12.9.3. Beschwerde-/Streitbeilegungsverfahren über eine Verbraucherschlichtungsstelle (alternative Streitbeilegung)

Sie haben auch die Möglichkeit, sich zur Beilegung einer Streitigkeit an eine anerkannte private Verbraucherschlichtungsstelle zu wenden oder die bei der Deutschen Bundesbank eingerichtete Verbraucherschlichtungsstelle anzurufen (unbeschadet Ihres Rechts, die Sache gerichtlich klären zu lassen).

fino ist grundsätzlich bereit, an Streitbeilegungsverfahren bei der folgenden Verbraucherschlichtungsstelle teilzunehmen:

Verbraucherschlichtungsstelle der Deutschen Bundesbank

Weitere Informationen und Kontaktdaten finden Sie unter  
<https://www.bundesbank.de/schlichtungsstelle> (<https://www.bundesbank.de/schlichtungsstelle>).

12.9.4. Wir verweisen auf die produktspezifischen, besonderen Beschwerde-/Streitbeilegungsverfahren in den Besonderen Geschäftsbedingungen.

## **12.10. Schlussbestimmungen**

12.10.1. Auf die Geschäftsbeziehung findet deutsches Recht Anwendung, soweit nicht zwingende gesetzliche Bestimmungen entgegenstehen. Für den Fall, dass die erbrachten Dienste kaufvertragliche Mischformen enthalten, ist das UN-Kaufrecht ausgeschlossen.

12.10.2. Ausschließlicher Gerichtsstand ist Kassel, sofern Sie nicht Verbraucher im Sinne des § 13 BGB sind.

12.10.3. Zum Datenschutz verweisen wir auf die Datenschutzerklärung für die Nutzung der fino-Dienste.

## **13. fino-Bedingungen für Zahlungsauslösungen**

### **13.1. Nutzungsbedingungen für Zahlungsauslösungen**

13.1.1. Für den Zugang zu Zahlungsaufträgen gilt § 675n BGB.

13.1.2. Die Zahlungsauslösung ist in der Regel nach wenigen Sekunden abgeschlossen. In Ausnahmefällen kann die maximale Ausführungszeit aber auch bis zu 5 Minuten betragen.

### **13.2. Gegenstand der Leistung**

13.2.1. Sichere Anmeldung bei Ihrem Bankkonto

13.2.2. Ausführung von Zahlungsauslösungen

### **13.3. Schutz- und Korrekturmaßnahmen für Zahlungsauslösungen**

13.3.1. Im Falle eines vermuteten oder tatsächlichen Betrugs oder im Falle von Sicherheitsrisiken erhalten Sie entweder eine schriftliche Benachrichtigung von Ihrem Dienstleister, eine E-Mail von fino oder eine In-App-Push-Benachrichtigung.

13.3.2. Im Falle eines nicht autorisierten oder fehlerhaft ausgeführten Zahlungsvorgangs müssen Sie spätestens 13 Monate nach dem Tag der Abbuchung des nicht autorisierten oder fehlerhaft ausgeführten Zahlungsvorgangs Ihren konto- oder einlagenführenden Dienstleister über die Angelegenheit informieren.

13.3.3. Im Falle eines nicht autorisierten Zahlungsvorgangs hat Ihr konto- oder einlagenführender Zahlungsdienstleister keinen Anspruch gegen Sie auf Rückzahlung seiner Aufwendungen. Er ist verpflichtet, den Zahlungsbetrag unverzüglich zu erstatten und den Saldo des Zahlungskontos, sofern dieses mit dem Betrag belastet wurde, wieder auf den Stand zu bringen, der ohne die Belastung durch den nicht autorisierten Zahlungsvorgang bestanden hätte. Dieser Pflicht ist unverzüglich nachzukommen, spätestens jedoch am Ende des Geschäftstages, der auf den Tag folgt, an dem Ihr konto- oder einlagenführender Zahlungsdienstleister von dem nicht autorisierten Zahlungsvorgang unterrichtet wurde oder auf andere Weise davon Kenntnis erlangt hat.

13.3.4. Im Falle einer nicht erfolgten, fehlerhaften oder verspäteten Ausführung eines Zahlungsauftrags sind Sie berechtigt, von Ihrem kontoführenden Zahlungsdienstleister eine sofortige und vollständige Erstattung zu verlangen. Weist Ihr kontoführender Zahlungsdienstleister nach, dass der Zahlungsbetrag vollständig und rechtzeitig beim Zahlungsdienstleister des Zahlungsempfängers eingegangen ist, so entfällt diese Haftung. Der Anspruch besteht nicht, wenn der Zahlungsauftrag gemäß einer von Ihnen falsch angegebenen Kundenkennung ausgeführt wurde. In diesem Fall können Sie jedoch von Ihrem kontoführenden Zahlungsdienstleister verlangen, dass dieser sich um die Wiederbeschaffung des Zahlungsbetrages bemüht, soweit es seine Mittel erlauben. Diese Angelegenheit ist in § 675y BGB näher geregelt.

13.3.5. Ziffer 13.3.4. gilt nicht, wenn die in § 46 I Geldwäschegesetz in Verbindung mit § 43 Geldwäschegesetz genannten Sachverhalte vorliegen.

## **14. Datenschutzrichtlinie für den Zahlungsauslösungen von fino**

## **14.1. Vorbemerkung**

14.1.1. Die fino run GmbH (Anschrift: Universitätsplatz 12, 34127 Kassel) ist für die Bereitstellung von Zahlungsauslösediensten (Payment Initiation Services, **PIS**) verantwortlich. Einige Teile der Bereitstellung dieses Dienstes lagert fino an Plaid Financial Limited („**Plaid**“) mit Sitz in 35-41 Folgate Street, London E1 6BX (Großbritannien) aus. Im Zusammenhang mit den PIS von fino wird Plaid Ihre Daten verarbeiten – weitere Einzelheiten dazu finden Sie weiter unten.

14.1.2. In dieser Datenschutzrichtlinie wird beschrieben, wie fino im Zusammenhang mit den PIS Endnutzerdaten erfasst, verwendet und weitergibt. Der Schutz und die Sicherheit Ihrer Daten ist für uns alle bei fino sehr wichtig. Lesen Sie bitte diese Datenschutzrichtlinie sorgfältig durch, bevor Sie unsere Dienste nutzen.

## **14.2. Erfassung und Nutzung von personenbezogenen Daten**

14.2.1. Die Daten, die fino von Ihnen erfasst, werden für die Ausführung der PIS von fino und für die Erfüllung des zwischen Ihnen und uns bestehenden Dienstes gemäß den PIS-Bedingungen von fino genutzt. Sie können eine Kopie dieser Bedingungen hier einsehen. Alle Daten werden nach dem Grundsatz der Datenvermeidung und Datensparsamkeit erhoben. Sie sind weder gesetzlich noch vertraglich verpflichtet, uns personenbezogene Daten zu übermitteln. Wenn Sie sich entschließen, keine Daten einzugeben oder zu übermitteln, können wir Ihren Auftrag oder die angeforderte Komponente des Dienstes nicht oder nicht vollständig ausführen.

14.2.2. Im Zusammenhang mit den PIS von fino können wir insbesondere die folgenden Daten erheben:

- (a) Kontoinformationen, einschließlich des Namens des Finanzinstituts, der IBAN und BIC
- (b) Informationen über Kontotransaktionen, einschließlich Betrag, Datum, Zahlungsempfänger, Art, Referenz
- (c) Identifikatoren und Informationen über den Kontoinhaber, einschließlich des Namens, der E-Mail-Adresse, der Telefonnummer, des Geburtsdatums und der Anschrift

14.2.3. Wenn Sie als Endnutzer unsere fino-PIS über ein von Plaid bereitgestelltes Software-Tool („**PIS-Tool**“) nutzen, das Sie zur Zustimmung und Autorisierung einer Zahlung gemäß der Anwendung, über die Sie auf unsere Dienste zugreifen, verwenden können, kann es erforderlich sein, dass Ihr ASPSP uns Ihre Bankverbindung sendet. Wenn Sie das PIS-Tool verwenden, erheben und verarbeiten wir die von Ihnen bereitgestellten personenbezogenen Daten (z. B. alle personenbezogenen Daten, die Sie in der Zahlungsreferenz angeben), damit wir das PIS-Tool anbieten können. Wir können auch personenbezogene Daten erfassen und verarbeiten, die in Ihren Bank- oder Zahlungskontodaten enthalten sind, welche uns von Ihrem ASPSP mitgeteilt wurden. Ferner können wir alle personenbezogenen Daten erfassen, die Sie uns per E-Mail mitteilen, wenn Sie mit uns kommunizieren.

## **14.3. Wie lange werden wir Ihre personenbezogenen Daten aufbewahren?**

Wir bewahren Ihre personenbezogenen Daten nicht länger auf, als es unserer Meinung nach notwendig ist, um die in dieser Richtlinie beschriebenen Zwecke zu erfüllen, es sei denn, eine längere Aufbewahrungsfrist ist nach dem anwendbaren Recht erforderlich oder zulässig.

#### **14.4. Wie geben wir Ihre Informationen weiter?**

Wenn Sie unsere fino-PIS als Endnutzer in Anspruch nehmen, geben wir Ihre personenbezogenen Daten an Plaid weiter. Plaid handelt für uns als Datenverarbeiter in Bezug auf diese personenbezogenen Daten für bestimmte Zwecke im Zusammenhang mit unseren fino-PIS und nach unseren Anweisungen.

#### **14.5. Internationale Übermittlung Ihrer personenbezogenen Daten**

Soweit die von uns über Sie erfassten Daten aus dem EWR in Länder übermittelt werden, für die die EU-Kommission keine Feststellung getroffen hat, dass der Rechtsrahmen in diesem Land einen angemessenen Schutz der Rechte und Freiheiten natürlicher Personen in Bezug auf ihre personenbezogenen Daten bietet, können wir diese Daten gemäß den anwendbaren Datenschutzgesetzen auf der Grundlage einer vorherigen Bewertung des im Zusammenhang mit der Übermittlung gewährten Datenschutzniveaus übermitteln, auch durch die Verwendung der von der EU-Kommission genehmigten Standardvertragsklauseln, gegebenenfalls in Kombination mit zusätzlichen Garantien.

#### **14.6. Rechte der betroffenen Personen**

Wenn Sie unsere Dienste nutzen, garantieren wir Ihnen das Recht auf informationelle Selbstbestimmung und den Schutz Ihrer Persönlichkeitsrechte. Die folgenden Rechte können Sie jederzeit auf Antrag und kostenlos uns gegenüber wahrnehmen: Auskunft über Ihre gespeicherten Daten, Berichtigung oder Löschung Ihrer gespeicherten Daten, Einschränkung der Verarbeitung Ihrer gespeicherten Daten, Widerspruch gegen die Verarbeitung Ihrer gespeicherten Daten, Recht auf Widerruf einer einmal erteilten Einwilligung in die Erhebung, Verarbeitung und Nutzung Ihrer personenbezogenen Daten mit Wirkung für die Zukunft sowie Ihr Recht auf Datenübertragbarkeit. Zu diesem Zweck wenden Sie sich bitte an die unten angegebenen Stellen. Sie haben jederzeit das Recht, sich bei einer Aufsichtsbehörde zu beschweren, wenn Sie glauben, dass eine unrechtmäßige Verarbeitung Ihrer personenbezogenen Daten stattgefunden hat.

#### **14.7. Fragen und Kontaktinformationen**

Wenn Sie personenbezogene Daten, die wir über Sie gespeichert haben, einsehen, berichtigen, ändern oder löschen lassen möchten, eine Beschwerde einreichen oder weitere Informationen darüber wünschen, wie wir Ihre personenbezogenen Daten verarbeiten, wenden Sie sich bitte per E-Mail an: [privacy@fino.run](mailto:privacy@fino.run) ([privacy@fino.run](mailto:privacy@fino.run)) oder per Post an:

fino run GmbH  
Datenschutzbeauftragter  
Universitätsplatz 12, 34127 Kassel

# Plaid Short Message Service (SMS) Terms

Effective Date: November 18, 2022

Plaid Inc. (“**Plaid**”) is a financial technology company that securely transfers your financial data from your bank to your apps. Plaid may send you SMS messages in order to provide a service to you and/or to confirm your identity by way of two-factor authentication. By agreeing to these Short Message Service Terms (“**SMS Terms**”), you consent to receive automated SMS messages from Plaid, and any of its SMS-related service providers (“**service providers**”), including through the use of an automatic telephone dialing system, at the telephone number you have provided. Message and data rates may apply. As a general matter, you will receive one message, per request. Carriers are not liable for delayed or undelivered messages.

By agreeing to these SMS Terms, you also authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to Plaid and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. See our [Privacy Policy \(#end-user-privacy-policy\)](#) for how we treat your data.

If you do not wish to receive SMS messages from Plaid or its service providers, or if you no longer want your wireless operator to share information about you with Plaid or its service providers, you agree to reply STOP to any SMS message from Plaid or sent on behalf of Plaid in order to opt out of the SMS message notifications. You may receive an additional SMS message confirming your decision to opt out. After opting out of SMS messages, you will no longer receive messages from Plaid or its service providers. If you wish to receive SMS messages again, you can sign up, similarly to the initial process you did to request the SMS messages.

If you are experiencing issues with the SMS messages from Plaid or its service providers, you can reply with the keyword HELP for more assistance, or you can contact [login+sms@plaid.com](mailto:login+sms@plaid.com).

## Developers

### Developer Policy

Available languages:

- [Deutsch - Richtlinie für Entwickler \(#richtlinie-fur-entwickler\)](#)
- [Française - Politique relative au développeur \(#politique-relative-au-développeur\)](#)
- [Español - Política para desarrolladores \(#política-para-desarrolladores\)](#)

Effective Date: January 31, 2022

*Prior to January 31, 2022, the prior 2019 version of Plaid's Developer Policy will remain in effect.*

This Developer Policy ("Policy") provides rules and guidelines that govern access to or use by our developers ("you" or "your") of the Plaid API, websites ("Site"), dashboards, related tools, and other products or services (collectively, the "Services") provided by Plaid Inc. and its subsidiaries, including Plaid Financial Ltd. and Plaid, B.V. ("Plaid", "we", "our", and "us"). Any violation of this Policy may result in suspension or termination of your access to the Services and/or access to end users' personal and financial information provided by Plaid ("End User Data").

By accessing and using the Services, you agree to comply with all the terms of this Policy. This Policy will apply each time you access or use the Services. If you are agreeing to the terms of this Policy on behalf of an organization or entity, you represent and warrant that you are so authorized to agree on behalf of that organization or entity. This Policy is important; please read it carefully.

We may update or change this Policy at any time in our discretion. If we make any changes to this Policy that we deem to be material, we will make a reasonable effort to inform you of such change. If you object to a change, your exclusive remedy is to cease any and all access and use of the Services.

*Jump to section:*

[Registration \(#registration\)](#)

[Compliance with Applicable Law \(#compliance-with-applicable-law\)](#)

[Security \(#security\)](#)

[Data Storage and Usage \(#data-storage-and-usage\)](#)

[Account Deactivation \(#account-deactivation\)](#)

[Prohibited Conduct \(#prohibited-conduct\)](#)

[Suspension and Termination \(#suspension-and-termination\)](#)

[Reporting Violations \(#reporting-violations\)](#)

[Universal Data Access \(#universal-data-access\)](#)

[Miscellaneous \(#miscellaneous\)](#)

## **Registration**

To sign up for the Services, you must create an account ("Account") by registering on our Site and providing true, accurate, and complete information about yourself and your use of the Services. You agree not to misrepresent your identity or any information that you provide for your Account, and to

keep your Account information up to date at all times. It is your responsibility to maintain access to your Account; you may never share your Account information, including your Plaid Dashboard password, as well as your API authentication credentials, including your Client Identification Number (“Client ID”) and secret, with a third party or allow any other application or service to act as you.

## **Compliance with Applicable Law**

When using the Services, you agree to abide by all applicable local, state, national, and international laws. You also confirm that you, your business, your employees, your service providers, and any others acting on your behalf adhere to all applicable laws, especially those pertaining to financial data, data protection, privacy and data security.

In addition, you certify that you, your officers, directors, shareholders, direct and indirect parent entities, subsidiaries, and affiliates:

- are and will remain in compliance with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations (including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control (OFAC));
- are not subject to, or owned by parties that are subject to, sanctions or otherwise identified on any sanctions-related list, including but not limited to lists maintained by the United States government (such as the List of Specially Designated Nationals and Blocked Persons, maintained by OFAC, the Entity List maintained by the U.S. Commerce Department’s Bureau of Industry and Security, and the CAATSA section 231(d) list maintained by the U.S. State Department), the United Nations Security Council, the United Kingdom, the European Union or its Member States, or other applicable government authority; and
- are not engaging, and will not engage, in activities which may require or permit any applicable government authority to pursue an enforcement action against, or impose economic sanctions on you or us.

The certifications immediately above are not sought, and are not provided, if and to the extent such request or certification would constitute a violation of the EU Blocking Statute, of laws or regulations implementing the EU Blocking Statute in the EU Member States or in the United Kingdom, or any similar anti-boycott, non-discrimination, or blocking provisions foreseen in applicable local laws.

You are solely responsible for ensuring that your use of the Services is in compliance with all laws applicable to you, including without limitation, the rules and guidelines of any system or network that facilitates payments and any security requirements, including under the Payment Card Industry Data Security Standards (PCI-DSS), as may be applicable to you.

## **Security**

You are responsible for securely maintaining your Plaid Dashboard username and password, as well as your API authentication credentials, including your Client ID and secret. You agree to notify us promptly at [security@plaid.com](mailto:security@plaid.com) (<mailto:security@plaid.com>) in the event of any breach of security or

unauthorized use of your Account or any End User Data. You must never publish, distribute, or share your Client ID or secret, and must encrypt this information in storage and during transit.

Your systems and application(s) must handle End User Data securely. With respect to End User Data, you should follow industry best practices but, at a minimum, must perform the following:

- Maintain administrative, technical, and physical safeguards that are designed to ensure the security, privacy, and confidentiality of End User Data.
- Use modern and industry standard cryptography when storing or transmitting any End User Data.
- Maintain reasonable access controls to ensure that only authorized individuals that have a business need have access to any End User Data.
- Monitor your systems for any unauthorized access.
- Patch vulnerabilities in a timely fashion.
- Log and review any events suggesting unauthorized access.
- Plan for and respond to security incidents.
- Comply with relevant rules and regulations with regard to the type of data you are handling, such as the Safeguards Rule under the Graham-Leach-Bliley Act.

## **Data Storage and Usage**

Any End User Data in your possession must be stored securely and in accordance with applicable laws. To the extent applicable, if you use End User Data in an anonymized form then your use of such anonymized data must be clearly and conspicuously disclosed to the End User including a description of how you use such anonymized End User Data.

## **Account Deactivation**

Once you stop using the Services in accordance with any applicable agreement you may have with us, you may deactivate your Account by following the instructions on the Site. We may also deactivate your Account if you have ceased using the Services for three months; your applicable agreement with us terminates or expires; or as reasonably necessary under applicable law. After your Account deactivation, we will deprovision your access to all End User Data associated with your integration.

Even after your Account deactivation, and to the extent permitted under applicable law, we may still retain any information we collected about you for as long as necessary to fulfill the purposes outlined in our privacy policy/statement, or for a longer retention period if required or permitted under applicable law.

## **Prohibited Conduct**

You agree not to, and agree not to assist or otherwise enable any third party to:

- sell or rent End User Data to marketers or any other third party;
- access or use the Services or End User Data for any unlawful, infringing, threatening, abusive, obscene, harassing, defamatory, deceptive, or fraudulent purpose;

- collect and store end users' bank credentials and/or End User Data other than as required to access or use the Services, as authorized by the end user, as permitted by Plaid, and as permitted under applicable law;
- use, disclose, or retain any "nonpublic personal information" (as defined under the Gramm-Leach-Bliley Act) or "personal information" (as defined under the California Consumer Privacy Act) other than in strict compliance with applicable law;
- use, disclose, or otherwise process any "personal data" (as defined in Regulation (EU) 2016/679 (General Data Protection Regulation)) other than in strict compliance with applicable law;
- access or use the Services or access, transmit, process, or store End User Data in violation of any applicable privacy laws or in any manner that would be a breach of contract or agreement with the applicable end user;
- access or use the Services to infringe any patent, trademark, trade secret, copyright, right of publicity, or other right of any person or entity;
- access or use the Services for any purpose other than for which it is provided by us, including for competitive evaluation, spying, creating a substitute or similar services to any of the Services, or other nefarious purpose;
- scan or test (manually or in an automated fashion) the vulnerability of any Plaid infrastructure without express prior written permission from Plaid;
- breach, disable, interfere with, or otherwise circumvent any security or authentication measures or any other aspect of the Service;
- overload, flood, or spam any part of the Services;
- create developer accounts for the Services by any means other than our publicly-supported interfaces (e.g., creating developer accounts in an automated fashion or otherwise in bulk);
- transfer, syndicate, or otherwise distribute the Services or End User Data without express prior written permission from Plaid;
- decipher, decompile, disassemble, copy, reverse engineer, or attempt to derive any source code or underlying ideas or algorithms of any part of the Services, except as permitted by applicable law;
- modify, translate, or otherwise create derivative works of any part of the Services;
- access or use the Services or End User Data in a manner that violates any agreement between you or the end user and Plaid; or
- access or use the Services or End User Data in a manner that violates any applicable law, statute, ordinance, or regulation.

## **Suspension and Termination**

We reserve the right to withhold, refuse, or terminate access to the Services and/or End User Data in whole or in part where we believe the Services are being accessed or used in violation of this Policy or any other Plaid agreement, including Plaid's agreements with any third party partners or data sources of Plaid (each, a "Partner"), or where use would pose a risk of harm, including reputational harm, to Plaid, its infrastructure, its data, the Services, an end user, or a Partner.

We will use reasonable efforts to notify you via email or other method when deciding to withhold, refuse, or terminate access to the Services and/or End User Data. We may immediately suspend or terminate access without notice if appropriate under the circumstances, such as when we become

aware of activity that is a violation of any applicable law or when we determine, in our sole discretion, that harm is imminent.

Plaid will not be liable for any damages of any nature suffered by you or any third party resulting from Plaid's exercise of its rights under this Policy or under applicable law.

## **Reporting Violations**

If any person becomes aware of a violation of this Policy, we request that you immediately notify us via email to [legalnotices@plaid.com](mailto:legalnotices@plaid.com) (<mailto:legalnotices@plaid.com>). We may take any appropriate action -- including reporting any activity or conduct that we suspect violates the law to appropriate law enforcement officials, regulators, or other appropriate third parties -- in our sole discretion in respect to such violations.

## **Universal Data Access**

Plaid promotes an Open Finance ecosystem in which end users own their data (e.g., financial data) and may grant access to such data to third parties. To the extent that you host any such end user data not already accessible by Plaid, upon Plaid's reasonable request, the parties agree to cooperate in good faith to negotiate and initiate an arrangement for Plaid to access such end user data on behalf of end users.

## **Miscellaneous**

The failure by you or Plaid to exercise in any respect any right provided for herein or in any other agreement you may have with us shall not be deemed a waiver of any further rights hereunder.

If any provision of this Policy is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Policy shall otherwise remain in full force and effect and enforceable.

## Modifications de la Politique applicable aux Développeurs

Available languages:

- [Deutsch - Richtlinie für Entwickler \(#richtlinie-fur-entwickler\)](#)
- [English - Developer Policy \(#developer-policy\)](#)
- [Español - Política para desarrolladores \(#política-para-desarrolladores\)](#)

Date d'entrée en vigueur : 31 janvier 2022 La version 2019 de la Politique applicable aux Développeurs de Plaid restera en vigueur jusqu'au 31 janvier 2022.

La présente Politique applicable aux Développeurs (la « Politique ») prévoit des règles et des lignes directrices régissant l'accès ou l'utilisation par nos développeurs (« vous », « votre », « vos ») de l'API de Plaid, des sites web (« Site »), des tableaux de bord, des outils connexes et d'autres produits ou services (collectivement les « Services ») fournis par Plaid Inc., et ses filiales, y compris Plaid Financial Ltd., et Plaid B.V., (« Plaid », « nous », « notre », « nos »). Toute violation de la Politique peut entraîner une suspension ou une résiliation de votre accès aux Services et/ou aux informations personnelles et financières des utilisateurs finaux fournies par Plaid (« Données des Utilisateurs Finaux »)

En accédant et en utilisant les Services, vous vous engagez à respecter tous les termes de la présente Politique. La Politique s'applique à chaque fois que vous accédez ou que vous utilisez les Services. Si vous acceptez les termes de la Politique au nom d'une organisation ou d'une entité, vous déclarez et gardez que vous êtes autorisés à vous engager au nom de cette organisation ou entité. La présente Politique est importante ; nous vous prions de la lire attentivement.

Nous pouvons être amenés à mettre à jour ou à modifier, à tout moment et à notre discrétion, la présente Politique. Si nous apportons des modifications que nous estimons importantes à la Politique, nous mettrons en œuvre des moyens raisonnables pour vous en informer. Si vous n'acceptez pas une modification, votre seul recours consiste à cesser d'accéder et d'utiliser les Services.

Aller à la section :

[Inscription \(#inscription\)](#)

[Conformité avec la Loi Applicable \(#conformite-avec-la-loi-applicable\)](#)

[Sécurité \(#securite\)](#)

[Stockage et Utilisation des Données \(#stockage-et-utilisation-des-donnees\)](#)

[Désactivation de Compte \(#desactivation-de-compte\)](#)

[Usages Interdits \(#usages-interdits\)](#)

[Suspension et Résiliation \(#suspension-et-resiliation\)](#)

[Signalement des Violations \(#signalement-des-violations\)](#)

[Accès Universel aux Données \(#acces-universel-aux-donnees\)](#)

[Divers \(#divers\)](#)

**[Inscription](#)**

Pour vous inscrire aux Services, vous devez créer un compte (« Compte ») en vous inscrivant sur notre site et en fournissant des informations exactes, précises et complètes sur vous et votre utilisation des Services. Vous vous engagez à ne pas fausser votre identité ou les informations que vous fournissez pour votre Compte, et à mettre à jour les informations de votre Compte à tout moment. Il est de votre responsabilité de conserver l'accès à votre Compte ; vous ne devez jamais communiquer à un tiers les informations relatives à votre Compte, y compris votre mot de passe de Tableau de Bord Plaid, ainsi que vos données d'authentification API, y compris votre Numéro d'Identification Client (« ID Client ») et vos informations confidentielles, ni permettre à toute autre application ou service d'agir en votre nom.

## **Conformité avec la Loi Applicable**

Lorsque vous utilisez les Services, vous devez vous conformer à toutes les lois applicables, qu'elles soient locales, fédérales, nationales ou internationales. Vous confirmez également que vous, votre entreprise, vos salariés, vos prestataires de services et toute autre personne agissant en votre nom respectez toutes les lois applicables, en particulier celles applicables aux données financières et à la protection des données, à la protection de la vie privée et à la sécurité des données.

De plus, vous garantissez que vous, vos cadres, administrateurs, actionnaires, société mère directe ou indirecte, filiales et sociétés affiliées :

- êtes et demeurerez en conformité avec l'ensemble des lois et règlementations applicables concernant les importations, les sanctions, les exportations anti-boycott et le contrôle de la réexportation (y compris toutes lois et règlementations qui s'appliquent à une société américaine, telles que les Réglementations de l'Administration Américaine des Exportations, les Règlements Relatifs au Trafic International d'Armes, et les programmes de sanctions économiques mis en œuvre par le Bureau du Contrôle des Avoirs Etrangers (OFAC)) ;
- n'êtes pas soumis, ni détenus par des tiers qui font l'objet de sanctions ou qui sont autrement identifiés sur une liste associée à des sanctions, incluant sans s'y limiter les listes établies par le Gouvernement des États-Unis (telles que la Liste des Ressortissants Spécialement Désignés et des Personnes Bloquées, établie par l'OFAC, la Liste des Entités établie par le Bureau de l'Industrie et de la Sécurité du Ministère Américain du Commerce, et la liste de la section 231(d) de la CAATSA tenue par le département d'État Américain), le Conseil de Sécurité des Nations Unies, le Royaume-Uni, l'Union Européenne ou ses États membres, ou toute autre autorité gouvernementale compétente ; et
- n'êtes pas impliqués et ne serez pas impliqués dans des activités qui pourraient conduire une autorité gouvernementale à engager une action ou imposer des sanctions économique à votre ou notre encontre.

Les garanties précisées ci-dessus ne seront ni demandées ni fournies si celles-ci constituent une violation du Règlement de Blocage de l'UE, ou de lois ou règlementations transposant le Règlement de Blocage dans les États membres de l'UE ou au Royaume-Uni, ou toute disposition similaire contre le boycott, la discrimination ou le blocage prévue dans les lois locales applicables.

Vous êtes personnellement chargés de veiller à ce que votre utilisation des Services soit en conformité avec toutes les lois qui vous sont applicables, y compris et sans s'y limiter les règles et lignes directrices de tout système ou réseau qui facilite les paiements et les exigences de sécurité, y compris à la Norme de sécurité informatique des données de l'industrie des cartes de paiements (PCI-DSS), si applicable.

## **Sécurité**

Vous êtes personnellement responsable du maintien de la sécurité de votre nom d'utilisateur et mot de passe de Tableau de Bord Plaid, ainsi que de vos données d'authentification API, y compris votre ID Client et vos informations confidentielles. Vous vous engagez à nous avertir sans délai à l'adresse security@plaid.com en cas de toute violation de la sécurité ou d'utilisation non autorisée de votre Compte ou des Données des Utilisateurs Finaux. Vous êtes tenus de ne jamais publier, distribuer ou partager votre ID Client ou vos informations confidentielles, et de crypter ces informations lors du stockage et du transfert.

Vos systèmes et application(s) doivent traiter les Données des Utilisateurs Finaux de manière sécurisée. En ce qui concerne les Données des Utilisateurs Finaux vous êtes tenus de suivre les meilleures pratiques de l'industrie et devez, à tout le moins, effectuer les opérations suivantes :

- Maintenir des mesures de sauvegardes administratives, techniques et physiques conçues pour garantir la sécurité, le respect de la vie privée et la confidentialité des Données des Utilisateurs Finaux.
- Utiliser une méthode de cryptographie moderne et conforme aux normes du secteur pour le stockage ou la transmission des Données des Utilisateurs Finaux.
- Maintenir des contrôles d'accès suffisants pour garantir que seules les personnes autorisées ayant un besoin professionnel aient accès aux Données des Utilisateurs Finaux.
- Surveiller vos systèmes pour éviter les accès non autorisés.
- Remédier sans délai aux vulnérabilités.
- Enregistrer et examiner tout événement suggérant un accès non autorisé.
- Prévoir les incidents de sécurité et y répondre.
- Se conformer aux règles et règlements applicables en ce qui concerne le type de données que vous traitez, telle que la Règle de Protection de la loi Gramm-Leach-Bliley.

## **Stockage et Utilisation des Données**

Toutes les Données des Utilisateurs Finaux en votre possession doivent être stockées en sécurité et conformément aux lois applicables.

Le cas échéant, si vous utilisez les Données des Utilisateurs Finaux sous une forme anonymisée, votre utilisation de telles données anonymisées doit être indiquée à l'Utilisateur Final clairement et de manière évidente en incluant une description de la façon dont vous utilisez ces Données des Utilisateurs Finaux anonymisées.

## **Désactivation de Compte**

Une fois que vous cessez d'utiliser les Services conformément à un contrat conclu avec nous, vous pouvez désactiver votre Compte en suivant les instructions sur le Site. Nous nous réservons le droit de désactiver votre Compte si vous cessez d'utiliser les Services pendant trois mois, si le contrat applicable conclu avec nous est résilié ou a expiré, ou si cela est nécessaire en vertu de la loi applicable . Après la désactivation de votre Compte, nous supprimerons vos accès aux Données des Utilisateurs Finaux associées à votre intégration.

Même après la désactivation de Compte, et dans la limite autorisée par la loi applicable, nous pourrons conserver des informations collectées à votre sujet pendant aussi longtemps qu'elles seront nécessaires à la réalisation des objectifs prévus dans notre politique/déclaration de confidentialité, ou pour une période plus longue si la loi applicable l'exige ou l'autorise.

## **Usages Interdits**

Vous vous engagez personnellement à ne pas, et à ne pas aider ou permettre à un tiers de :

- vendre ou louer les Données des Utilisateurs Finaux à des sociétés de marketing ou à d'autres tiers ;
- accéder aux Services ou aux Données des Utilisateurs Finaux ou les utiliser de manière illégale, abusive, obscène, à des fins de harcèlement, de diffamation ou de fraude, ou dans un but illicite ;
- collecter et stocker les informations de connexion bancaire des utilisateurs finaux et/ou des Données des Utilisateurs Finaux autres que celles qui sont nécessaires pour accéder ou utiliser les Services, tel qu'autorisé par l'utilisateur final, tel que permis par Plaid ou en vertu du de la loi applicable ;
- utiliser, divulguer ou conserver toute « information personnelle non publique » (telle que définie par la loi Gramm-Leach-Bliley) ou « information personnelle » (telle que définie par la Loi Californienne sur la Protection de la Vie Privée des Consommateurs) autrement qu'en stricte conformité avec la loi applicable;
- utiliser, divulguer ou traiter toute « donnée à caractère personnel » (telle que définie par le Règlement (EU) 2016/679 (Règlement Général sur la Protection des Données)) autrement qu'en stricte conformité avec la loi applicable ;
- accéder ou utiliser les Services, ou accéder aux Données des Utilisateurs Finaux, les transmettre, traiter ou les stocker en violation des lois sur la protection de la vie privée applicables ou d'une manière qui violerait un contrat ou un accord avec l'utilisateur final concerné ;
- accéder aux Services ou les utiliser pour enfreindre un brevet, une marque déposée, un secret commercial, un droit d'auteur, un droit à la publicité ou tout autre droit d'une personne ou d'un organisme ;
- accéder aux Services ou les utiliser à des fins autres que celles pour lesquelles ils sont fournis, y compris pour une évaluation concurrentielle, l'espionnage, la création d'un service de substitution ou similaire à une partie des Services, ou dans un autre but nuisible ;
- scanner ou tester (de manière manuelle ou automatique) la vulnérabilité de l'infrastructure de Plaid sans la permission écrite préalable expresse de Plaid ;
- violer, désactiver, interférer avec ou contourner de toute autre manière toute mesure de sécurité ou d'authentification ou tout autre aspect des Services ;
- surcharger, inonder ou spammer toute partie des Services ;

- créer des comptes de développeurs pour les Services par tout moyen autre que nos interfaces publiquement opérées (ex. en créant des comptes de développeur de façon automatisée ou en nombre important) ;
- transférer, vendre sous licence ou autrement distribuer les Services ou les Données des Utilisateurs Finaux sans la permission écrite préalable expresse de Plaid ;
- déchiffrer, décompiler, désassembler, copier, procéder à l'ingénierie inversée ou tenter de dériver tout code source ou idée ou algorithme sous-jacents à toute partie des Services, sauf si la loi applicable le permet ;
- modifier, traduire ou autrement créer des travaux dérivés à partir des Services ;
- accéder aux Services ou aux Données des Utilisateurs Finaux ou les utiliser d'une manière qui enfreint tout contrat entre vous ou l'utilisateur final et Plaid ; ou
- accéder aux Services ou aux Données des Utilisateur Finaux ou les utiliser d'une manière qui enfreint une loi, un statut, une ordonnance ou réglementation applicables.

## **Suspension et Résiliation**

Nous nous réservons le droit de retenir, refuser ou résilier l'accès aux Services et/ou aux Données des Utilisateurs Finaux en tout ou en partie lorsque nous estimons qu'il y a eu un accès aux Services ou qu'ils ont été utilisés en violation de la présente Politique ou de tout autre contrat Plaid, y compris les contrats de Plaid avec des partenaires tiers ou des fournisseurs de données de Plaid (un « Partenaire »), ou lorsque l'utilisation créerait un risque de nuisance, y compris à la réputation de Plaid, à son infrastructure, ses données, aux Services, à un utilisateur final ou un Partenaire.

Nous mettrons en œuvre des moyens raisonnables pour vous informer par e-mail ou par un autre moyen si nous décidons de retenir, refuser ou résilier un accès aux Services ou aux Données des Utilisateurs Finaux. Nous nous réservons le droit de suspendre ou de résilier immédiatement l'accès sans préavis si les circonstances l'exigent, par exemple lorsque nous avons connaissance d'une activité qui constitue une violation de toute loi applicable ou lorsque nous déterminons, à notre seule discrétion, que le préjudice est imminent.

Plaid n'est pas responsable des dommages de toutes natures subis par vous ou par un tiers résultant de l'exercice par Plaid de ses droits en vertu de la présente Politique ou de la loi applicable.

## **Signalement des Violations**

Nous demandons à toute personne ayant connaissance d'une violation de la présente Politique de nous en informer immédiatement par e-mail à l'adresse [legalnotices@plaid.com](mailto:legalnotices@plaid.com). En ce qui concerne ces violations, nous nous réservons le droit de prendre toute mesure appropriée à notre seule discrétion -- y compris de signaler aux autorités policières compétentes, aux régulateurs ou autres tiers compétents si nous soupçonnons qu'une activité ou conduite viole la loi.

## **Accès Universel aux Données**

Plaid veut promouvoir un écosystème financier ouvert dans lequel les utilisateurs finaux détiennent leurs propres données (ex., des données financières) et peuvent accorder l'accès à celles-ci à des tiers. Dans la mesure où vous hébergez de telles données d'utilisateurs finaux non accessibles par Plaid, les parties conviennent à la demande de Plaid, de coopérer de bonne foi afin de négocier et de convenir d'un arrangement afin que Plaid puisse accéder aux données des utilisateurs finaux au nom des utilisateurs finaux.

## Divers

Le fait pour Plaid ou vous-même de ne pas exercer un droit prévu dans la présente Politique ne constitue aucunement un abandon de ce droit ou du droit de l'utiliser ultérieurement.

Si une disposition de la présente Politique se révélerait être inapplicable ou invalide, cette disposition sera limitée ou annulée dans les limites du minimum nécessaire de sorte que la Politique demeure par ailleurs pleinement effective, en vigueur et applicable.

## Cambios en la Política para Desarrolladores

Available languages:

- [Deutsch - Richtlinie für Entwickler \(#richtlinie-fur-entwickler\)](#)
- [English - Developer Policy \(#developer-policy\)](#)
- [Française - Politique relative au développeur \(#politique-relative-au-développeur\)](#)

Fecha de Entrada en Vigor: 31 de enero de 2022 Hasta el 31 de enero de 2022, se mantendrá en vigor la versión de 2019 de la Política para Desarrolladores de Plaid.

Esta Política para Desarrolladores (la “Política”) establece las normas y las directrices que rigen el acceso o el uso, por parte de nuestros desarrolladores (“usted” o “su”), de la API (application programming interface, interfaz de programación de aplicaciones), sitios web (“Sitio”), paneles, herramientas asociadas y otros productos o servicios de Plaid (de manera conjunta, los “Servicios”), proporcionados por Plaid Inc. y sus filiales, incluidas Plaid Financial Ltd. y Plaid, B.V. (“Plaid”, “nosotros”, “nuestro” y “nos”). Cualquier violación de esta Política podrá provocar la suspensión o cancelación de su acceso a los Servicios y/o del acceso a la información personal y financiera de los usuarios finales facilitada por Plaid (“Datos del Usuario Final”).

Al acceder a los Servicios y utilizarlos, usted acepta cumplir con todas las condiciones de esta Política. Esta Política aplicará cada vez que usted acceda a los Servicios o los utilice. En caso de que usted acepte las condiciones de esta Política actuando por cuenta de una organización o entidad, usted manifiesta y garantiza que está autorizado para aceptar actuando por cuenta de dicha organización o entidad. Esta Política es importante, por lo que le rogamos que la lea con atención.

Podremos actualizar o cambiar esta Política siempre que lo consideremos necesario. Si introducimos cualquier cambio en ella que consideremos sustancial, haremos un esfuerzo razonable para informarle de dicho cambio. En caso de que usted se oponga a un cambio, su única alternativa es dejar de acceder a los Servicios y no utilizarlos en modo alguno.

*Ir a la sección:*

[Registro \(#registro\)](#)

[Cumplimiento con la Normativa Aplicable \(#cumplimiento-con-la-normativa-aplicable\)](#)

[Seguridad \(#seguridad\)](#)

[Almacenamiento de Datos \(#almacenamiento-de-datos\)](#)

[Desactivación de la Cuenta \(#desactivacion-de-la-cuenta\)](#)

[Conductas Prohibidas \(#conductas-prohibidas\)](#)

[Suspensión y Cancelación \(#suspension-y-cancelacion\)](#)

[Comunicación de Infracciones \(#comunicacion-de-infracciones\)](#)

[Acceso Universal a los Datos \(#acceso-universal-a-los-datos\)](#)

[Miscelánea \(#miscelanea\)](#)

## **Registro**

Para darse de alta en los Servicios, usted deberá crear una cuenta (la “Cuenta”) registrándose en nuestro Sitio y proporcionando información cierta, exacta y completa sobre usted y su uso de los Servicios. Usted acuerda no falsear su identidad ni ninguna información que usted facilite para su Cuenta, así como mantener la información de su Cuenta actualizada en todo momento. Usted es el responsable de mantener el acceso a su Cuenta; no deberá compartir nunca su información de Cuenta, incluyendo su contraseña del Panel de Plaid y sus credenciales de autenticación API, incluyendo su Número de Identificación de Cliente (“ID de Cliente”) y secreto, con un tercero, ni permitir que ninguna otra aplicación o servicio actúe haciéndose pasar por usted.

## **Cumplimiento con la Normativa Aplicable**

Cuando usted utilice los Servicios, acepta cumplir toda la normativa local, estatal, nacional e internacional que resulte de aplicación. Asimismo, usted confirma que usted, su empresa, sus trabajadores, sus prestadores de servicios y cualquier otra persona que actúe por cuenta de usted cumplen con toda la normativa aplicable, en particular la relativa a datos financieros, protección de datos, privacidad y seguridad de los datos.

Además, usted garantiza que usted, sus directivos, accionistas y empresas matrices y filiales (directas e indirectas):

- cumplen y cumplirán toda la normativa aplicable en materia de importación, reimportación, sanciones, antiboicot, exportación y control de reexportación (incluyendo toda la referida normativa aplicable a una empresa estadounidense, como las Export Administration Regulations (Reglamento sobre la Administración de la Exportación), las International Traffic in Arms Regulations (Reglamento sobre Tráfico Internacional de Armas) y los programas de sanciones económicas implementados por la Office of Foreign Assets Control (Oficina de Control de Activos Extranjeros; OFAC, por sus siglas en inglés));
- no están sujetos a, ni pertenecen a entidades que estén sujetas a, sanciones, ni están identificados de otra forma en ninguna lista relacionada con sanciones, incluyendo, con carácter enunciativo y no limitativo, listas mantenidas por el Gobierno de los Estados Unidos (como la List of Specially Designated Nationals and Blocked Persons (Lista de Nacionales Especialmente Designados y Personas Bloqueadas), mantenida por la OFAC, la Entity List (Lista de Entidades) mantenida por la U.S. Commerce Department's Bureau of Industry and Security (Oficina de Industria y Seguridad del Departamento de Comercio de los Estados Unidos ) y la lista de la sección 231(d) de la CAATSA (Countering America's Adversaries Through Sanctions Act, Ley para Combatir a los Adversarios de América a través de Sanciones) mantenida por el U.S. State Department (Departamento de Estado de Estados Unidos)), el Consejo de Seguridad de las Naciones Unidas, el Reino Unido, la Unión Europea o sus Estados Miembros u otra autoridad gubernamental que resulte de aplicación; y
- no participan ni participarán en actividades que pudieran exigir o justificar que cualquier autoridad gubernamental que resulte de aplicación inicie acciones legales contra usted o contra nosotros o le imponga, a usted o a nosotros, sanciones económicas.

Las garantías inmediatamente anteriores no se exigirán ni se facilitarán, si y en la medida en que dicha solicitud o garantía constituya una violación del Estatuto de Bloqueo de la Unión Europea, de normativa que lo implemente en los Estados Miembros de la UE o en el Reino Unido, o de cualesquiera disposiciones similares antiboicot, de no discriminación o de bloqueo previstas en la normativa local aplicable.

Usted es el único responsable de garantizar que su uso de los Servicios cumple con todas las normas que le sean aplicables, entre las que se incluyen, con carácter enunciativo y no limitativo, las reglas y directrices de cualquier sistema o red que facilite pagos, así como cualesquiera requisitos de seguridad, incluyendo bajo los Payment Card Industry Data Security Standards (Estándares de Seguridad de Datos de la Industria de las Tarjetas de Pago, PCI-DSS), según le apliquen a usted.

## **Seguridad**

Usted es el responsable de conservar de manera segura su nombre de usuario y contraseña del Panel de Plaid, así como sus credenciales de autenticación API, incluyendo su ID de Cliente y secreto. Usted se compromete a notificarnos de inmediato a través de security@plaid.com en caso de cualquier brecha de seguridad o uso no autorizado de su Cuenta o cualesquiera Datos del Usuario Final. Nunca deberá publicar, distribuir ni compartir su ID de Cliente o secreto y deberá cifrar esta información cuando se encuentre almacenada y en tránsito.

Sus sistemas y aplicación(es) deberán manejar los Datos del Usuario Final de forma segura. Respecto de los Datos del Usuario Final, deberá cumplir con las mejores prácticas del sector pero, como mínimo, deberá adoptar las siguientes medidas:

- Mantener las salvaguardas administrativas, técnicas y físicas diseñadas para garantizar la seguridad, la privacidad y la confidencialidad de los Datos del Usuario Final.
- Usar una criptografía actual y habitual en el sector cuando almacene o transmita cualesquiera Datos del Usuario Final.
- Mantener unos controles de acceso razonables para garantizar que sólo las personas autorizadas que así lo requieran por necesidades del negocio tengan acceso a cualesquiera Datos del Usuario Final.
- Monitorizar sus sistemas para detectar cualquier acceso no autorizado.
- Solucionar las vulnerabilidades en un plazo oportuno.
- Registrar y examinar cualquier evento que sugiera un acceso no autorizado.
- Prepararse para y dar una respuesta a incidentes de seguridad.
- Cumplir con la normativa relevante respecto del tipo de datos que usted esté manejando, como la Safeguards Rule (Regla de Seguridad) de conformidad con la Graham-Leach-Bliley Act (Ley Graham-Leach-Bliley).

## **Almacenamiento de Datos**

Cualesquiera Datos del Usuario Final que se encuentren en su poder deberán ser almacenados de forma segura y de acuerdo con la normativa aplicable.

En la medida que proceda, si usted utiliza Datos del Usuario Final de forma anonimizada, entonces deberá informar clara y manifiestamente al Usuario Final del uso que usted haga de tales datos anonimizados, incluyendo una descripción de cómo usa usted los referidos Datos del Usuario Final anonimizados.

## **Desactivación de la Cuenta**

Una vez que usted deje de usar los Servicios de conformidad con cualquier acuerdo que resulte de aplicación que usted pueda tener con nosotros, podrá desactivar su Cuenta siguiendo las instrucciones que figuran en el Sitio. Nosotros también podremos desactivar su Cuenta si usted ha dejado de utilizar los Servicios durante tres meses, se produce la terminación de su contrato con nosotros que resulte aplicable o según sea razonablemente necesario de conformidad con la normativa aplicable. Después de que se haya desactivado su Cuenta, cancelaremos su acceso a todos los Datos del Usuario Final asociados a su integración.

Incluso tras la desactivación de su Cuenta, y en la medida que la normativa aplicable lo permita, aún podremos conservar cualquier información que recabásemos sobre usted durante el plazo que sea necesario para cumplir con las finalidades descritas en nuestra política o declaración de privacidad o durante un plazo de retención mayor si la normativa aplicable así lo exige o permite.

## **Conductas Prohibidas**

Usted acuerda que no realizará ninguna de las conductas siguientes, ni ayudará a ni facilitará de ninguna manera que ningún tercero las realice:

- vender o alquilar los Datos del Usuario Final a comercializadores o a cualquier otro tercero;
- acceder a los Servicios o los Datos del Usuario Final, o usarlos, con cualquier propósito ilegal, infractor, amenazante, abusivo, obsceno, hostigador, difamatorio, engañoso o fraudulento;
- recabar y almacenar credenciales bancarias de los usuarios finales y/o Datos del Usuario Final de una forma distinta de la necesaria para acceder a los Servicios o usarlos, distinta de la autorizada por el usuario final, la permitida por Plaid y la permitida por la normativa aplicable;
- usar, divulgar o conservar cualquier “información personal no pública” (según lo definido por la Gramm-Leach-Bliley Act (Ley Gramm-Leach-Bliley)) o “información personal” (según se define en la California Consumer Privacy Act (Ley sobre la Privacidad del Consumidor de California)), de una manera en que no se cumpla estrictamente con la normativa aplicable;
- usar, divulgar o tratar de otra forma cualquier “dato personal” (según se define en el Reglamento (UE) 2016/679 (Reglamento General de Protección de Datos)), de una manera en que no se cumpla estrictamente con la normativa aplicable;
- acceder a o usar los Servicios o acceder a, transmitir, tratar o almacenar Datos del Usuario Final con infracción de cualquier normativa aplicable en materia de privacidad o de cualquier modo que constituiría un incumplimiento de un contrato o acuerdo con el usuario final correspondiente;
- acceder a los Servicios o usarlos para infringir cualquier patente, marca, secreto comercial, derecho de autor, derecho de publicidad u otro derecho de cualquier persona o entidad;
- acceder a los Servicios o usarlos, para cualquier finalidad distinta de aquellas para las que son facilitados por nosotros, incluyendo para evaluación competitiva, espionaje, crear Servicios sustitutivos de o similares a cualquiera de los Servicios u otros fines maliciosos;
- analizar o probar (de manera manual o automática) la vulnerabilidad de cualquier infraestructura de Plaid sin autorización expresa, previa y por escrito de Plaid;
- infringir, deshabilitar, interferir con o eludir de otro modo cualquier medida de seguridad o autenticación o cualquier otro aspecto de los Servicios;
- sobrecargar, inundar (flood) o enviar spam a cualquier parte de los Servicios;
- crear cuentas de desarrollador para los Servicios, por cualquier medio distinto a nuestras interfaces con soporte público (p. ej., crear cuentas de desarrollador de manera automática o masivamente de otro modo);
- transferir, re-difundir o distribuir de otro modo los Servicios o Datos del Usuario Final sin el consentimiento expreso, previo y por escrito de Plaid;
- descifrar, descompilar, desarmar, copiar, realizar ingeniería inversa o intentar obtener cualquier código fuente o ideas o algoritmos subyacentes de cualquier parte de los Servicios, salvo que lo permita la normativa aplicable;
- modificar, traducir o crear de otra forma obras derivadas de cualquier parte de los Servicios;
- acceder a los Servicios o los Datos del Usuario Final, o usarlos, de una manera que infrinja cualquier acuerdo entre usted o el usuario final y Plaid; o
- acceder a los Servicios o los Datos del Usuario Final, o usarlos, de una manera que infrinja cualquier ley, estatuto, ordenanza o reglamento aplicable.

## **Suspensión y Cancelación**

Nos reservamos el derecho de denegar, rechazar o cancelar el acceso a los Servicios y/o a los Datos del Usuario Final, en todo o en parte, si, a nuestro juicio, se está accediendo a los Servicios o se están utilizando de forma que se viole la presente Política o cualquier otro acuerdo de Plaid, incluyendo los acuerdos que Plaid mantiene con cualesquiera socios externos o fuentes de datos de Plaid (cada uno de ellos, un “Socio”), o cuando el uso pueda implicar un riesgo de daños, incluidos daños reputacionales, para Plaid, su infraestructura, sus datos, los Servicios, un usuario final o un Socio.

Haremos esfuerzos razonables para comunicarle por correo electrónico o por otro medio nuestra decisión de denegar, rechazar o cancelar el acceso a los Servicios y/o a los Datos del Usuario Final. Podremos suspender o cancelar el acceso de inmediato, sin comunicárselo con antelación, cuando sea apropiado según las circunstancias, como cuando tengamos conocimiento de una actividad que suponga una violación de cualquier normativa aplicable o cuando juzguemos, a nuestra entera discreción, que el daño es inminente.

Plaid no será responsable de ningún daño de ninguna naturaleza, que usted o cualquier tercero sufran como resultado del ejercicio, por parte de Plaid, de sus derechos conforme a esta Política o de acuerdo con la normativa aplicable.

## **Comunicación de Infracciones**

Si cualquier persona tuviera conocimiento de una infracción de la presente Política, le rogamos que nos lo comunique de inmediato a través de un correo electrónico dirigido a [legalnotices@plaid.com](mailto:legalnotices@plaid.com). Podremos adoptar cualquier medida pertinente (incluida la denuncia de cualquier actividad o conducta que sospechemos que viola la ley a las autoridades competentes, reguladores u otros terceros que correspondan), a nuestra entera discreción, con respecto a dichas violaciones.

## **Acceso Universal a los Datos**

Plaid promueve un ecosistema Open Finance (Finanzas Abiertas) en el que los usuarios finales son propietarios de sus datos (p. ej. datos financieros) y pueden dar acceso a terceros a tales datos. En la medida en que usted aloje cualesquiera de esos datos de usuario final a los que Plaid todavía no tenga acceso, a petición razonable de Plaid, las partes acuerdan cooperar de buena fe para negociar e iniciar un acuerdo en virtud del cual Plaid tenga acceso a dichos datos de usuario final por cuenta de los usuarios finales.

## **Miscelánea**

La falta de ejercicio por su parte o por parte de Plaid, en cualquier aspecto, de cualquier derecho establecido en este documento o en cualquier otro acuerdo que usted pueda tener con nosotros, no se considerará una renuncia a cualquier otro derecho aquí reconocido.

Si cualquier disposición de la presente Política fuera declarada inaplicable o carente de validez, dicha disposición se limitará o eliminará en la medida mínima necesaria, de forma tal que esta Política continúe estando plenamente vigente, con plenos efectos y siendo aplicable.

# Richtlinie für Entwickler

Available languages:

- [Française - Politique relative au développeur \(#politique-relative-au-développeur\)](#)
- [English - Developer Policy \(#developer-policy\)](#)
- [Español - Política para desarrolladores \(#política-para-desarrolladores\)](#)

Gültigkeitsdatum: 31. Januar 2022 Vor dem 31. Januar 2022 gilt weiterhin die vorherige Version 2019 der Plaid-Richtlinie für Entwickler.

Diese Richtlinie für Entwickler (die „Richtlinie“) legt Regeln und Richtlinien fest, die den Zugang oder die Nutzung der Plaid-API, der Websites (die „Website“), der Dashboards, der zugehörigen Tools und anderer Produkte oder Dienstleistungen (zusammen die „Dienste“) regeln, welche von Plaid Inc. und seinen Tochtergesellschaften, einschließlich Plaid Financial Ltd. und Plaid, B.V. („Plaid“, „wir“, „unser“ und „uns“) bereitgestellt werden. Ein Verstoß gegen diese Richtlinie kann zur Aussetzung oder Beendigung Ihres Zugangs zu den Diensten und/oder Zugangs zu den von Plaid bereitgestellten personenbezogenen und finanziellen Daten der Endnutzer (die „Endnutzerdaten“) führen

Mit Ihrem Zugriff auf die Dienste und deren Nutzung erklären Sie sich damit einverstanden, alle Bestimmungen dieser Richtlinie einzuhalten. Diese Richtlinie gilt jedes Mal, wenn Sie die Dienste aufrufen oder nutzen. Falls Sie im Namen einer Organisation oder einer juristischen Person den Bedingungen dieser Richtlinie zustimmen, sichern Sie zu, dass Sie berechtigt sind, im Namen dieser Organisation oder juristischen Person zuzustimmen. Diese Richtlinie ist wichtig; bitte lesen Sie sie sorgfältig.

Wir sind berechtigt, diese Richtlinie jederzeit nach eigenem Ermessen zu aktualisieren oder zu ändern. Wenn wir Änderungen an der Richtlinie vornehmen, die unserer Ansicht nach wesentlich sind, werden wir uns in angemessener Weise bemühen, Sie über diese Änderungen in Kenntnis zu setzen. Wenn Sie mit einer Änderung nicht einverstanden sind, besteht Ihre einzige Abhilfe darin, den Zugang zu den Diensten und deren Nutzung einzustellen.

Zum Abschnitt springen:

[Registrierung \(#registrierung\)](#)

[Befolgung der anwendbaren Gesetze \(#befolgung-der-anwendbaren-gesetze\)](#)

[Sicherheit \(#sicherheit\)](#)

[Datenspeicherung und -verwendung \(#datenspeicherung-und-verwendung\)](#)

[Deaktivierung des Kontos \(#deaktivierung-des-kontos\)](#)

[Verbotenes Verhalten \(#verbotenes-verhalten\)](#)

[Aussetzung und Beendigung \(#aussetzung-und-beendigung\)](#)

[Meldung von Verstößen \(#meldung-von-verstossen\)](#)

[Universeller Datenzugriff \(#universeller-datenzugriff\)](#)

[Sonstiges \(#sonstiges\)](#)

## **Registrierung**

Wenn Sie sich für die Dienste anmelden möchten, müssen Sie ein Konto erstellen (das „Konto“), indem Sie sich auf unserer Website registrieren und wahrheitsgemäße, genaue und vollständige Angaben zu Ihrer Person und Ihrer Nutzung der Dienste machen. Sie verpflichten sich, keine falschen Angaben zu Ihrer Identität oder zu den Informationen, die Sie für Ihr Konto angeben, zu machen und Ihre Kontoinformationen stets auf dem neuesten Stand zu halten. Es ist Ihre Verantwortung, den Zugang zu Ihrem Konto aufrechtzuerhalten. Sie dürfen Ihre Kontoinformationen, einschließlich Ihres Plaid Dashboard-Passworts, sowie Ihre API-Authentifizierungsdaten, einschließlich Ihrer Kundenidentifikationsnummer (die „Kunden-ID“) und Ihres Geheimnisses, niemals an Dritte weitergeben oder zulassen, dass eine andere Anwendung oder ein anderer Dienst in Ihrem Namen handelt.

## **Befolgung der anwendbaren Gesetze**

Wenn Sie die Dienste nutzen, erklären Sie sich damit einverstanden, alle anwendbaren lokalen, bundesstaatlichen, nationalen und internationalen Gesetze zu befolgen. Darüber hinaus bestätigen Sie, dass Sie, Ihr Unternehmen, Ihre Mitarbeiter, Ihre Dienstleister und alle anderen, die in Ihrem Namen handeln, alle anwendbaren Gesetze befolgen, insbesondere solche, die sich auf Finanzdaten, Datenschutz, Privatsphäre und Datensicherheit beziehen.

Des Weiteren bestätigen Sie, dass Sie, Ihre Führungskräfte, Direktoren, Aktionäre, direkten und indirekten Muttergesellschaften, Tochtergesellschaften und verbundenen Unternehmen:

- alle anwendbaren Import-, Re-Import-, Sanktions-, Anti-Boykott-, Export- und Re-Export-Kontrollgesetze und -vorschriften (darunter auch alle Gesetze und Vorschriften, die für ein US-Unternehmen gelten, wie z. B. die Export Administration Regulations, die International Traffic in Arms Regulations und die vom Office of Foreign Assets Control (OFAC) umgesetzten Wirtschaftssanktionsprogramme) befolgen und befolgen werden
- keinen Sanktionen unterliegen oder im Eigentum von Parteien stehen, die Sanktionen unterliegen oder anderweitig auf einer sanktionsbezogenen Liste aufgeführt sind, beispielsweise auf der von der US-Regierung geführten Liste der „Specially Designated Nationals and Blocked Persons“ (OFAC), der vom Bureau of Industry and Security des US-Handelsministeriums geführten „Entity List“ und der vom US-Außenministerium geführten „CAATSA Section 231(d)“-Liste, einer Liste des Sicherheitsrats der Vereinten Nationen, des Vereinigten Königreichs, der Europäischen Union oder ihrer Mitgliedstaaten oder einer anderen zuständigen Regierungsbehörde, und
- sich weder jetzt noch in Zukunft an Aktivitäten beteiligen, die es erforderlich machen oder ermöglichen, dass eine zuständige Regierungsbehörde eine Vollstreckungsmaßnahme gegen Sie

oder uns ergreift oder wirtschaftliche Sanktionen gegen uns verhängt.

Die unmittelbar vorstehend genannten Bestätigungen werden nicht verlangt und nicht abgegeben, wenn und soweit das Verlangen oder die Bestätigung einen Verstoß gegen das EU-Sperrgesetz, gegen Gesetze oder Verordnungen zur Umsetzung des EU-Sperrgesetzes in den EU-Mitgliedstaaten oder im Vereinigten Königreich oder gegen ähnliche Anti-Boykott-, Nicht-Diskriminierungs- oder Sperrbestimmungen, die im Rahmen der anwendbaren lokalen Gesetze vorgesehen sind, darstellen würde.

Sie sind allein dafür verantwortlich, dass Ihre Nutzung der Dienste im Einklang mit allen auf Sie anwendbaren Gesetzen steht, insbesondere mit den Regeln und Richtlinien aller Systeme oder Netzwerke, die Zahlungen ermöglichen, sowie mit allen Sicherheitsanforderungen, einschließlich der Payment Card Industry Data Security Standards (PCI-DSS), soweit diese auf Sie anwendbar sind.

## **Sicherheit**

Für die sichere Aufbewahrung Ihres Plaid Dashboard-Benutzernamens und -Passworts sowie Ihrer API-Authentifizierungsdaten, einschließlich Ihrer Kunden-ID und Ihres Geheimnisses, sind Sie selbst verantwortlich. Für den Fall einer Verletzung der Sicherheit oder einer unbefugten Nutzung Ihres Kontos oder von Endnutzerdaten verpflichten Sie sich, uns unverzüglich unter security@plaid.com zu benachrichtigen. Sie dürfen Ihre Kunden-ID und Ihr Geheimnis niemals veröffentlichen, teilen oder weitergeben und müssen diese Informationen bei der Speicherung und während der Übertragung verschlüsseln.

Ihre Systeme und Anwendungen müssen die Endnutzerdaten sicher behandeln. In Bezug auf Endnutzerdaten sollten Sie bewährte Praktiken der Branche befolgen, müssen aber mindestens die folgenden Maßnahmen ergreifen:

- Treffen Sie administrative, technische und physische Sicherheitsvorkehrungen, um die Sicherheit, den Datenschutz und die Vertraulichkeit von Endnutzerdaten zu gewährleisten.
- Setzen Sie bei der Speicherung oder Übertragung von Endnutzerdaten moderne und branchenübliche Verschlüsselungsverfahren ein.
- Führen Sie angemessene Zugangskontrollen durch, um den Zugriff auf Endnutzerdaten auf autorisierte Personen zu beschränken, die dafür eine geschäftliche Notwendigkeit haben.
- Überwachen Sie Ihre Systeme auf unbefugten Zugriff.
- Schließen Sie rechtzeitig etwaige Sicherheitslücken.
- Protokollieren und überprüfen Sie alle Ereignisse, die auf einen unbefugten Zugriff hinweisen.
- Planen Sie Sicherheitszwischenfälle und Ihre Reaktion darauf.
- Halten Sie die einschlägigen Regeln und Vorschriften in Bezug auf die Art der von Ihnen gehandhabten Daten ein, wie z. B. die Safeguards Rule des Graham-Leach-Bliley Act.

## **Datenspeicherung und -verwendung**

Alle Endnutzerdaten, die sich in Ihrem Besitz befinden, müssen sicher und unter Beachtung der anwendbaren Gesetze aufbewahrt werden. Sollten Sie Endnutzerdaten in anonymisierter Form verwenden, müssen Sie den Endnutzer klar und deutlich darauf hinweisen, einschließlich einer

Beschreibung, wie Sie diese anonymisierten Endnutzerdaten verwenden.

## **Deaktivierung des Kontos**

Wenn Sie die Dienste nicht mehr gemäß der geltenden Vereinbarung mit uns nutzen, können Sie Ihr Konto anhand der Anweisungen auf der Website deaktivieren. Wir können Ihr Konto auch deaktivieren, wenn Sie die Dienste drei Monate lang nicht mehr genutzt haben, wenn Ihre Vereinbarung mit uns gekündigt wird oder ausläuft oder wenn dies nach dem anwendbaren Recht angemessen ist. Nach der Deaktivierung Ihres Kontos werden wir Ihnen den Zugriff auf alle mit Ihrer Integration verbundenen Endnutzerdaten entziehen.

Selbst nach der Deaktivierung Ihres Kontos können wir, soweit dies gesetzlich zulässig ist, die von uns über Sie erfassten Daten so lange aufzubewahren, wie es für die Erfüllung der in unserer Datenschutzrichtlinie/-erklärung genannten Zwecke erforderlich ist, oder noch länger, wenn dies nach dem anwendbaren Recht erforderlich oder zulässig ist.

## **Verbotenes Verhalten**

Sie verpflichten sich, Folgendes zu unterlassen und auch Dritte nicht dabei zu unterstützen:

- Endnutzerdaten an Vermarkter oder andere Dritte zu verkaufen oder zu vermieten
- auf die Dienste oder Endnutzerdaten für ungesetzliche, verletzende, bedrohende, missbräuchliche, obszöne, belästigende, verleumderische, täuschende oder betrügerische Zwecke zuzugreifen oder diese zu nutzen
- die Bankdaten von Endnutzern und/oder Endnutzerdaten zu erfassen und zu speichern, es sei denn, dies ist für den Zugang zu den Diensten oder deren Nutzung erforderlich, vom Endnutzer gestattet, von Plaid erlaubt oder nach dem anwendbaren Recht erlaubt
- „nicht-öffentliche personenbezogene Daten“ (laut Definition im Gramm-Leach-Bliley Act) oder „personenbezogene Daten“ (laut Definition im California Consumer Privacy Act) zu verwenden, offenzulegen oder aufzubewahren, es sei denn, dies geschieht unter strikter Einhaltung des anwendbaren Rechts
- „personenbezogene Daten“ (wie in der Verordnung (EU) 2016/679 [Datenschutz-Grundverordnung] definiert) zu verwenden, offenzulegen oder anderweitig zu verarbeiten, es sei denn, dies geschieht unter strikter Einhaltung des anwendbaren Rechts
- auf die Dienste zuzugreifen oder diese zu nutzen oder auf Endnutzerdaten zuzugreifen, diese zu übermitteln, zu verarbeiten oder zu speichern, wenn dies gegen einschlägige Datenschutzgesetze verstößen oder eine Verletzung des Vertrags oder der Vereinbarung mit dem jeweiligen Endnutzer darstellen würde
- auf die Dienste zuzugreifen oder diese zu nutzen, um ein Patent, eine Marke, ein Geschäftsgeheimnis, ein Urheberrecht, ein Veröffentlichungsrecht oder ein anderes Recht einer natürlichen oder juristischen Person zu verletzen
- zu einem anderen als dem von uns vorgesehenen Zweck auf die Dienste zuzugreifen oder diese zu nutzen, einschließlich zu Zwecken der Wettbewerbsanalyse, des Ausspionierens, der Schaffung eines Ersatzprodukts oder eines ähnlichen Angebots zu den Diensten oder zu anderen unlauteren Zwecken

- die Schwachstellen der Infrastruktur von Plaid ohne ausdrückliche vorherige schriftliche Genehmigung von Plaid zu scannen oder zu testen (manuell oder auf automatisierte Weise)
- Sicherheits- oder Authentifizierungsmaßnahmen oder andere Aspekte der Dienste zu verletzen, zu deaktivieren, zu stören oder anderweitig zu umgehen
- die Dienste ganz oder teilweise zu überlasten, zu überschwemmen oder zu spammen
- Entwicklerkonten für die Dienste auf andere Weise als über unsere öffentlich unterstützten Schnittstellen zu erstellen (z. B. durch die automatische Erstellung von Entwicklerkonten oder auf andere Weise in großen Mengen)
- die Dienste oder Endnutzerdaten ohne ausdrückliche vorherige schriftliche Genehmigung von Plaid zu übertragen, zu syndizieren oder anderweitig zu verbreiten
- den Quellcode oder die zugrundeliegenden Ideen oder Algorithmen der Dienste zu entschlüsseln, zu dekompilieren, zu disassemblieren, zu kopieren, zurückzuentwickeln oder abzuleiten, es sei denn, dies ist nach anwendbarem Recht zulässig
- die Dienste zu modifizieren, zu übersetzen oder auf andere Weise Bearbeitungen davon zu erstellen
- auf eine Weise auf die Dienste oder Endnutzerdaten zuzugreifen oder diese zu nutzen, die gegen eine Vereinbarung zwischen Ihnen oder dem Endnutzer und Plaid verstößt, oder
- auf die Dienste oder Endnutzerdaten in einer Weise zuzugreifen oder diese zu nutzen, die gegen ein anwendbares Gesetz, ein Regelwerk, eine Verordnung oder eine Vorschrift verstößt

## **Aussetzung und Beendigung**

Wir behalten uns das Recht vor, den Zugang zu den Diensten und/oder Endnutzerdaten ganz oder teilweise zu verweigern oder zu beenden, wenn wir glauben, dass der Zugang zu den Diensten oder deren Nutzung gegen diese Richtlinie oder eine andere Vereinbarung von Plaid verstößt, einschließlich der Vereinbarungen von Plaid mit Drittpartnern oder Datenquellen von Plaid (jeweils ein „Partner“), oder wenn die Nutzung das Risiko eines Schadens, einschließlich eines Imageschadens, für Plaid, seine Infrastruktur, seine Daten, die Dienste, einen Endnutzer oder einen Partner bedeuten würde.

Falls wir beschließen, den Zugang zu den Diensten und/oder Endnutzerdaten zu sperren, zu verweigern oder zu beenden, werden wir uns in angemessener Weise bemühen, Sie per E-Mail oder auf anderem Wege zu informieren. Wir können den Zugang sofort und ohne Vorankündigung aussetzen oder beenden, wenn die Umstände dies erfordern, z. B. wenn wir von Aktivitäten Kenntnis erlangen, die gegen ein anwendbares Gesetz verstößen, oder wenn wir nach eigenem Ermessen feststellen, dass ein Schaden droht.

Plaid haftet nicht für Schäden irgendwelcher Art, die Ihnen oder Dritten durch die Wahrnehmung der Rechte von Plaid aus dieser Richtlinie oder nach anwendbarem Recht entstehen.

## **Meldung von Verstößen**

Sollten Sie von einem Verstoß gegen diese Richtlinie Kenntnis erlangen, bitten wir Sie, uns unverzüglich per E-Mail an [legalnotices@plaid.com](mailto:legalnotices@plaid.com) zu informieren. Wir können nach eigenem Ermessen in Bezug auf solche Verstöße alle angemessenen Maßnahmen ergreifen – einschließlich

der Meldung von Aktivitäten oder Verhaltensweisen, die unserer Meinung nach gegen das Gesetz verstößen, an die zuständigen Strafverfolgungsbehörden, Aufsichtsbehörden oder andere geeignete Dritte.

## **Universeller Datenzugriff**

Plaid unterstützt ein Open Finance-Ökosystem, in dem Endnutzer Eigentümer ihrer Daten (z. B. Finanzdaten) sind und Dritten Zugang zu diesen Daten verschaffen können. Soweit Sie solche Endnutzerdaten hosten, die Plaid noch nicht zugänglich sind, verpflichten sich die Parteien, nach angemessener Aufforderung durch Plaid nach Treu und Glauben miteinander zu kooperieren, um eine Vereinbarung auszuhandeln und in die Wege zu leiten, die Plaid den Zugriff auf diese Endnutzerdaten im Namen der Endnutzer erlaubt.

## **Sonstiges**

Das Versäumnis Ihrerseits oder von Plaid, ein hierin oder in einer anderen Vereinbarung mit uns vorgesehenes Recht geltend zu machen, gilt nicht als Verzicht auf weitere Rechte aus der Vereinbarung.

Sollte eine Bestimmung dieser Richtlinie für nicht durchsetzbar oder unwirksam befunden werden, wird diese Bestimmung auf das erforderliche Mindestmaß beschränkt oder aufgehoben, so dass diese Richtlinie ansonsten in vollem Umfang wirksam und durchsetzbar bleibt.

# **Job Candidates**

## Candidate Privacy Notice

Effective Date: December 11, 2019

At Plaid, we understand the importance of privacy and transparency. The purpose of this Candidate Privacy Notice (“Notice”) is to explain how Plaid Inc. and its subsidiaries, Plaid Financial Ltd. and Plaid, B.V. (collectively, “Plaid”, “we”, “our”, or “us”), collect, use, and share personal data and information from and about candidates (“you” or “your”) when you, or third-parties acting on your behalf, apply for a position with, or otherwise seek employment with, Plaid (“Candidate Information”).

This Notice applies to anyone who submits Candidate Information through Plaid’s Careers page (available at <https://plaid.com/careers/>), or whose information is otherwise provided to or is collected by Plaid, including by and from recruitment agencies, in connection with an application or search for a position with Plaid. This includes information submitted by you or on your behalf by a third-party.

Please note that if you submit your CV/resume or other Candidate Information through our website, in addition to this Notice, we also process your information as further described in our [Privacy Statement \(#privacy-statement\)](#).

*Jump to section:*

[Our Data Practices \(#candidate-privacy-our-data-practices\)](#)

- [Information We Collect \(#candidate-privacy-information-we-collect\)](#)
- [How We Use Your Information \(#candidate-privacy-how-we-use-your-information\)](#)
- [How We Share Your Information \(#candidate-privacy-how-we-share-your-information\)](#)
- [Our Lawful Bases for Processing \(EEA Candidates Only\) \(#candidate-privacy-our-lawful-bases-for-processing\)](#)
- [Our Retention Practices \(#candidate-privacy-our-retention-practices\)](#)

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- [International Data Transfers \(#candidate-privacy-international-data-transfers\)](#)
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- [Contacting Plaid \(#candidate-privacy-contacting-plaid\)](#)

## Our Data Practices

### **Information We Collect**

We collect the following categories of Candidate Information during the job search, application, or interview process with Plaid:

- [identifiers and contact information](#), including your full name, address, phone number, email address, or other contact information;
- [professional or employment-related information](#), including information in your resume or CV; your work history, certifications, professional licenses, and other experience; and contact details of your former/current employer (when such details contain your personal data);
- [education information](#), including information about your degrees and training; transcripts; and academic achievements;
- [social networking and similar information](#), such as social media and public profile information, including URLs related to your LinkedIn, Twitter, GitHub, and Portfolio profiles, and your personal website;

- demographic information (e.g., race, gender, and veteran status), including additional information you provide in an application form, cover letter, and other work product; and
- identifiers and contact information, if you voluntarily submit such information as part of your application.

We collect the following categories of Candidate Information during the job search, application, or interview process with Plaid:

- information collected as part of the interview process, such as notes taken from your interview (when they contain your personal data); and personal data included in any take-home project;
- information necessary to schedule your interview, including your gender; and identifiers such as your address, your Known Traveler Number, and any frequent traveler details;
- details about employment expectations, including, to the extent they contain your personal data, type of employment sought, compensation expectations, willingness to relocate, and other job preferences;
- background check information, such as information obtained through reference and background checks, subject to any further permissions or notifications required by applicable law; and
- information required to initiate employment, including proof of eligibility to work in a specified country (such as a passport or visa); demographic information such as your date and place of birth, and citizenship; identifiers such as your social security number, national insurance number, other government-issued identifier, tax identifiers and related tax information, and bank account numbers and related information; benefits eligibility information; and other information you provide for the purposes of starting employment or executing an employment agreement.

## How We Use Your Information

We use the Candidate Information collected about you to process your application for employment and to comply with statutory obligations we have in relation to your application, including confirming your eligibility to work in a given location. Your Candidate Information will be used and disclosed only for the purposes of administering and evaluating your application and completing the on-boarding/new hire process, should you be offered and accept a position with Plaid.

We will use your Candidate Information for the following business and commercial purposes:

- administering and processing your application, including verifying your identification, experience and other information you submit and, if your application progresses, any interview information and background check information;
- communicating with you about your application, including contacting you via phone, email or social media platforms about your application and, if your application progresses, coordinating any interview and background check;

- assessing and evaluating your suitability for the role for which you have applied, including verifying your identification, experience and other information you submit and, if your application progresses, any interview information and background check information;
- conducting reference and background checks, including criminal records checks, as part of your application, subject to applicable law, including verifying your identification, experience and other information you submit and, if your application progresses, any interview information and background check information;
- complying with applicable laws and employment-related requirements, including verifying identification information and information required to initiate employment, for purposes such as confirming ability to legally work in a specific location, setting up payroll, withholdings and benefits, and complying with statutory reporting requirements;
- improving our recruitment process, including by generating analytics using Candidate Information to ensure we recruit a diverse set of candidates;
- informing you of career opportunities, including other vacancies for which you may be eligible; and
- for other notified purposes with your consent.

Please note that if you accept employment with Plaid, your Candidate Information will become part of your employment record and will be used for employment purposes in accordance with applicable law and any applicable Personnel Privacy Notice. If you are not accepted for a role, however, we may still keep your application to allow us to consider you for other career opportunities with Plaid. If you do not want your information retained in the event you are not offered a position, as applicable, please refer to "Your Data Protection Rights (EEA and Canadian Candidates Only)" below for options that may be available to you.

## **How We Share Your Information**

We share your personal information with third parties as follows, or as otherwise described in this Notice:

- between and among Plaid and our subsidiaries and affiliated entities, as the specific entity you're applying to work for is part of a wider group of companies with headquarters in the United States and offices in various jurisdictions that share human resources and IT systems for processing your application, assessing your suitability for the role, and initiating employment (if applicable);
- to law enforcement, government authorities, regulators, and other third parties, such as courts and other authorities, independent external advisers and internal compliance and investigation teams, if we believe such disclosure is in accordance with, or is otherwise required by, any applicable law, regulation, or legal process;
- with our data processors and other service providers, including recruitment agencies, in connection with the services they perform for us or on our behalf. Where required, these service providers, partners, contractors, or vendors acting on our behalf will be subject to contractual

obligations to implement appropriate technical and organizational measures to safeguard the Candidate Information, and to process it only as instructed.

- where it is in our legitimate business interest to grow and develop our business in connection with, or during the negotiations of, any merger, sale of company assets, consolidation or restructuring, financing, or acquisition of all or a portion of our business by or into another company;
- as necessary to protect Plaid, including to establish, exercise, or defend against potential, threatened or actual legal claims;
- to enforce any contract with you;
- in an aggregated or anonymized manner, which does not identify you personally;
- to respond to any claims, to protect our rights or the rights of a third party, to protect the safety of any person or to prevent any illegal activity; or
- for any other notified purpose with your consent.

### **Our Lawful Bases for Processing (EEA Candidates Only)**

For candidates in the European Economic Area (“EEA”), our legal basis for collecting, using, and sharing Candidate Information will depend on the information concerned and the context in which we collected or processed it. In general, however, we will normally only collect and process Candidate Information where:

(a) we need to comply with legal obligations applicable to us (such as applicable immigration and/or employment laws and regulations); (b) we need the information to fulfill our responsibilities in any actual or prospective agreement with you (such as an employment agreement or an offer of employment if you are considered for employment); (c) the processing is necessary for our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms (such as to ensure a safe working environment for all our team members, and to ensure the reliability of our candidates, and otherwise to administer and process your application, or to communicate with you about your application); and (d) we have your consent to do so.

Where we collect and process special categories of data (for example, race), then we will only process such information:

- where we reasonably need to do so in order to comply with our legal obligations as a prospective employer;
- where we need to do so in order to assess your working capacity;
- where we need to do so to protect your or another person's vital interests (and we are unable to obtain your consent); or
- where you have given us your consent.

To the extent we rely on consent to collect and process Candidate Information, you have the right to withdraw or decline your consent at any time by contacting us at [people-privacy@plaid.com](mailto:people-privacy@plaid.com) (<mailto:people-privacy@plaid.com>). Withdrawing your consent will not, however, affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect the processing of your personal information conducted in reliance on lawful processing grounds other than consent.

## **Our Retention Practices**

We retain Candidate Information for no longer than necessary to satisfy the purpose for which it was collected and used, as described in this Notice, unless a longer retention period is required or permitted under applicable law. As noted above, however, if you accept employment with Plaid, your Candidate Information will become part of your employment record and will be used for employment purposes in accordance with applicable law and any applicable Employee Privacy Notice.

## **Other Details**

### **International Data Transfers**

We operate internationally, and as a result, will transfer Candidate Information across international borders, including from the EEA and Canada to the United States, for processing and storage. To the extent that Candidate Information is transferred from the EEA to territories/countries for which the EU Commission has not made a finding that the legal framework in that territory/country provides adequate protection for individuals' rights and freedoms for their personal data, we will transfer such data consistent with applicable data protection laws, including through the use of the EU Commission-approved standard contractual clauses. You can ask for a copy of these standard contractual clauses by contacting us as set out below.

### **Your Data Protection Rights (EEA and Canadian Candidates Only)**

Under applicable law, you have certain rights in relation to your Candidate Information. These rights can differ by country and province.

Subject to certain limitations and exceptions, those rights include the right to: (i) know whether we process personal data about you, (ii) request access to or rectification of the personal data we process about you; (iii) object to, or request that we restrict, the processing of your personal data; (iv) request that we delete personal data about you; (v) request that we provide the personal data you provided to us in a structured, commonly used and machine-readable format, for transmission to another controller; (vi) revoke consent at any time where our processing is based on your consent; and (vii) lodge a complaint with your local supervisory authority (if you're in the EEA, please see [this page](https://edpb.europa.eu/about-edpb/board/members_en) ([https://edpb.europa.eu/about-edpb/board/members\\_en](https://edpb.europa.eu/about-edpb/board/members_en)) for contact details).

If you'd like to exercise any of your rights, where applicable, please contact us using the contact information provided below.

## **Changes to this Notice**

We may change this Candidate Privacy Notice from time to time. If we make any changes, we will update the effective date at the top of this Notice. In addition, if any of the changes are material and impact your Candidate Information, we will also send you a copy via email.

## **Contacting Plaid**

If you have any questions about this Candidate Privacy Notice, our privacy practices, or the Candidate Information we collect about you, or have requests related to such Candidate Information, you can contact us at [people-privacy@plaid.com](mailto:people-privacy@plaid.com) (<mailto:people-privacy@plaid.com>) or by mail at

*If you are applying for a job with Plaid Inc. (located in the United States):*

Plaid Inc.  
Attn: Legal  
PO Box 7775 #35278  
San Francisco, California 94120-7775, U.S.A.

*If you are applying for a job with Plaid Financial Ltd. (located in the United Kingdom) or Plaid, B.V. (located in The Netherlands):*

Plaid Financial Ltd.  
Attn: Legal  
New Penderel House, 4th Floor  
283-288 High Holborn  
London, United Kingdom, WC1V 7HP

# **All Audiences**

## Privacy Statement

Available languages:

- [Deutsch - Datenschutzerklärung \(#datenschutzerklaerung\)](#).
- [Française - Notice d'information sur le traitement des données personnelles \(#notice-d-information-sur-le-traitement-des-donnees-personnelles\)](#).
- [Español - Declaración de privacidad \(#declaracion-de-privacidad\)](#).
- [Nederlands - Privacyverklaring \(#privacyverklaring\)](#).

Effective Date: February 22, 2022

Thank you for using Plaid!

This Privacy Statement explains the ways Plaid Inc. and its subsidiaries, including Plaid Financial Ltd. and Plaid, B.V., (collectively, "Plaid", "we", "our", and "us") collect, use, and share information about you in connection with your access to or use of Plaid's websites and our products and services (collectively, "Services"), and in connection with any other information we collect when you interact with us, except as outlined in the paragraph below. We hope you will take some time to read this Privacy Statement carefully.

Please note that this Privacy Statement does not apply to the information we collect about the end users of our developers' software applications or when you otherwise connect your financial accounts through Plaid, except as otherwise provided herein. If you are an end user of one of our developers' applications or have connected your financial account through Plaid, please refer to our [End User Privacy Policy \(#end-user-privacy-policy\)](#).

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## Our Data Practices

## **Information We Collect and Categories of Sources**

As explained in greater detail below, Plaid has collected identifiers, electronic network activity information, professional information, location information, and other types of information.

**Information you provide to Plaid directly.** We collect the information you provide directly to us, such as the information you provide when you create a developer account, update your profile, fill out our “contact us” form, sign up for our emails, request customer support, enroll in billing, execute a services agreement, complete a compliance questionnaire, or otherwise communicate with us. The types of information we collect include identifiers (such as full name, email address, postal address, phone number, driver’s license, or other government ID, and taxpayer identification number), professional information (such as company name and title), and any other information you choose to provide (such as date of birth or personal information you may disclose to us in support messages).

When we verify your identity in order to use our Services, in addition to the information you provide Plaid directly, we may use standard tracking technologies to collect device information and frequency of interaction with our Services and we may also collect facial or video images. If we collect facial or video images to verify your identity, these images may reveal inferences or special categories of data about you. We may also use two-factor authentication to ensure that the person providing information has possession of the phone number associated with that identity.

**Special Biometric Data Notice for Illinois and Texas Resident.** For residents of Illinois or Texas, if we require you to provide us with any document that contains your photograph or if you need to verify your identity by providing a photograph or video of yourself, the data derived from your face that we and our service providers collect and process on our behalf may be considered biometric data in some jurisdictions. Your data will be stored no longer than three years, unless otherwise required by law.

**Information we receive when you test our technology.** You may provide us with login information for your bank account or other financial account to test and evaluate how our technology will appear and operate in your application. If you test our technology in this way, we collect information as described in our End User Privacy Policy.

**Information we collect when you use our Services.** When you use our Services, we automatically collect information about you as follows:

- **Log Information:** We collect log files when you use our Services, which includes identifiers and electronic network activity information, such as the type of browser you use, access times, pages viewed, and your IP address.
- **Approximate Location:** We derive the approximate location of the device you use to access our Services from your IP address.
- **Information Collected by Cookies and Other Tracking Technologies:** We use various technologies to collect identifiers and electronic network activity information when you use our Services, including cookies and web beacons. Cookies are small data files stored by your web browser, on your hard drive, or in device memory that help us improve our Services and your experience, determine usage of parts and features of our Services, and monitor for and detect

potential harmful conduct. Web beacons are electronic images that are used in our Services or emails and help deliver cookies, count visits, and understand usage and campaign effectiveness. You can find more information about how we use cookies and your related choices in our [Cookie Policy](#) ([/legal/#cookie-policy](#)).

**Information we collect from other sources.** We also collect information about you from other sources. For example, we may collect information from other members of your company and from vendors that help us identify new customers, including identifiers, such as your name, email address, and social media profile URL.

## How We Use Your Information

We use the information we collect for the following business and commercial purposes:

- To operate, improve, and develop our Services;
- To verify your identity and the identities of other members of your company;
- To bill developers for our Services and to transmit payment;
- To comply with law, such as for tax reporting purposes;
- To send you technical notices, updates, security alerts, and administrative messages;
- To respond to your comments, questions, inquiries, and customer service requests;
- To help personalize the Services experience for you;
- To communicate with you about products, services, offers, and events offered or sponsored by Plaid, and to provide news and other information we think may be of interest to you;
- To monitor and analyze trends, usage, and activities in connection with our Services;
- To detect and prevent fraud, malicious activity, and other illegal activities;
- To protect the rights, privacy, safety, or property of Plaid and others; and
- For any other purpose described to you when the information was collected.

## Our Lawful Bases for Processing (EEA and UK Only)

Our legal basis for processing the information we collect related to individuals in the European Economic Area (“EEA”) or the United Kingdom (“UK”) will depend on the information concerned and the context in which we collected or processed it. Generally, however, we will normally only collect and process information where:

- we need to fulfill our responsibilities and obligations in any contract or agreement with you;
- to comply with our legal obligations under applicable law;

- the processing is necessary for our legitimate interests and not overridden by your data protection interests or fundamental rights and freedoms (for example, to provide or update our services); and
- you have given your consent to do so.

## How We Share Your Information

We share information about you as follows, or as otherwise described in this Privacy Statement:

- With our data processors and other service providers, partners, contractors, or vendors in connection with the services they perform for us, including collection agencies in the event of delinquent payments from our developers;
- If we believe in good faith that disclosure is appropriate to comply with applicable law, regulation, or legal process (such as a court order or subpoena), including in connection with requests from law enforcement or other governmental authorities;
- If we believe your actions are inconsistent with our agreements or policies, or to protect the rights, privacy, safety, or property of Plaid or others;
- In connection with a change in ownership or control of all or part of our business (such as a merger, acquisition, reorganization, or bankruptcy);
- Between and among Plaid and our current and future parents, affiliates, subsidiaries and other companies under common control or ownership; and
- With your consent or at your direction.

We also collect, use, and share aggregated, de-identified, or anonymized information for any purpose permitted under applicable law.

We do not sell or rent personal information that we collect.

In the preceding 12 months, we have disclosed the following categories of personal information for business purposes to the following categories of recipients:

CATEGORIES OF PERSONAL INFORMATION	CATEGORIES OF PARTIES WITH WHOM PERSONAL INFORMATION MAY BE SHARED
<ul style="list-style-type: none"><li>• Identifiers</li><li>• Financial information</li><li>• Commercial information</li><li>• Location information</li><li>• Professional information</li><li>• Electronic network activity information</li></ul>	<ul style="list-style-type: none"><li>• Analytics services providers</li><li>• User research and survey providers</li><li>• Providers of internal collaboration and communications tools</li><li>• Email service providers</li><li>• Customer relationship management, and</li></ul>

- Inferences
  - sales and marketing enablement providers
  - Event management and hosting providers
  - Customer support services providers
  - Lead generation providers
  - Document management services providers
  - Cloud storage and data warehousing providers
  - Payments services providers
  - Fraud prevention, identity verification and security services providers
  - Software development services providers
  - Partners, contractors, and consultants in connection with the services they perform for us
  - Professional advisors
  - Plaid group entities
  - Third parties when compelled by law, such as to law enforcement or other governmental authorities

## Other Details

### **Advertising and Analytics Services Provided by Others**

We allow third parties to provide analytics services and serve advertisements on our behalf across the internet, including Google Analytics. These entities use cookies, web beacons, and other technologies to collect information about your use of the Services and other websites and online services, including your IP address, web browser, pages viewed, time spent on pages, links clicked, and conversion information. This information is used by Plaid and these third parties to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on our Services and other websites and online services, and to better understand your online activity.

For more information about interest-based ads, please visit [www.aboutads.info/choices](http://www.aboutads.info/choices) (<http://www.aboutads.info/choices>); the [European Interactive Digital Advertising Alliance](http://www.youronlinechoices.eu/) (<http://www.youronlinechoices.eu/>) (for European users); or the [Digital Advertising Alliance of Canada](https://youradchoices.ca/) (<https://youradchoices.ca/>) (for Canadian users). And for more information about how Google uses

your data, please visit [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/) (<http://www.google.com/policies/privacy/partners/>). You can find more information about how we use cookies and your related choices in our [Cookie Policy \(/legal/#cookie-policy\)](#).

## International Data Transfers and Data Retention

We transfer the information we collect about you across international borders, including from the EEA or UK to the United States, for processing and storage. To the extent that the information we collect about you is transferred from the EEA or UK to territories/countries for which the EU Commission or UK Secretary of State (as applicable) has not made a finding that the legal framework in that territory/country provides adequate protection for individuals' rights and freedoms for their personal data, we may transfer such data consistent with applicable data protection laws based on prior assessment of the level of data protection afforded in the context of the transfer, including through the use of the EU Commission-approved or UK Secretary of State-approved (as applicable) standard contractual clauses, if necessary in combination with additional safeguards. You can ask for a copy of these standard contractual clauses by contacting us as set out below.

If you are in the EEA or UK, we retain your personal data for no longer than necessary to achieve the purposes for which it was collected, unless a longer retention period is required under applicable law.

## Your Choices

- **Developer Account Information.** You may update information you provide to us as part of your online developer account by logging into your account or by contacting us.
- **Cookies.** You can find more information about how we use cookies and your related choices in our [Cookie Policy \(/legal/#cookie-policy\)](#).
- **Marketing Communications.** You may opt in and opt out of receiving marketing emails from Plaid by following the instructions in those emails. If you opt out and are one of our developers, subject to limitations and exceptions provided by law, we may still send you other types of emails, such as those about your account or our ongoing business relations.

## Your Data Protection Rights

Depending on your jurisdiction, you have certain rights under applicable law regarding the personal data we process, which may include the right to request access or deletion.

In certain jurisdictions, including the EEA and UK, and subject to certain limitations and exceptions, you may have the right to: (i) know how we process your personal data; (ii) request access to or rectification of your personal data; (iii) object to, or request that we restrict, the processing of your personal data; (iv) request that we delete your personal data; (v) request that we provide the personal data you provided to us in a structured, commonly used and machine-readable format, for transmission to another controller; (vi) revoke consent at any time where our processing is based on your consent; and (vii) lodge a complaint with your local supervisory authority (if you're in the EEA,

please see [https://edpb.europa.eu/about-edpb/board/members\\_en](https://edpb.europa.eu/about-edpb/board/members_en) ([https://edpb.europa.eu/about-edpb/board/members\\_en](https://edpb.europa.eu/about-edpb/board/members_en)) , and if you're in the UK, please see [www.ico.org.uk](http://www.ico.org.uk) ([https://ico.org.uk](http://www.ico.org.uk)) for contact details).

If you are a resident of California, subject to limitations and exceptions provided by law, you have the right to: (i) request access to the categories and specific pieces of personal information collected about you in the last twelve months (including personal information disclosed for business purposes); (ii) request deletion of your personal information; (iii) opt-out of any sales of your personal information if a business is engaged in selling your information; and (iv) not be discriminated against for exercising these rights.

As described above in “Your Choices,” if you are one of our developers, you can conveniently access your online account information by logging into your account or by contacting us. To otherwise exercise your data protection rights, where applicable, please contact us as described in the “Contacting Plaid” section below. You may be required to provide additional information necessary to confirm your identity before we can respond to your request.

If we receive your request from an authorized agent, we may ask for evidence that you have provided such agent with a power of attorney or that the agent otherwise has valid written authority to submit requests to exercise rights on your behalf. If you are an authorized agent seeking to make a request, please contact us as described in the “Contacting Plaid” section below.

## **Changes to this Statement**

We may update or change this Privacy Statement periodically. If we make any updates or changes, we will notify you by updating the effective date at the top of this Statement. We may also provide notice of any changes through other means, such as placing a notice on our homepage at <https://plaid.com> (<https://plaid.com>) or sending you an email. We encourage you to review the Privacy Statement whenever you access the Services or otherwise interact with us to stay informed about our data practices and the choices available to you.

## **Contacting Plaid**

If you have any questions about this Privacy Statement, or our privacy practices generally, please contact us at [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>) or by mail at:

*If you reside outside the EEA or UK:*

Plaid Inc.  
Attn: Legal  
PO Box 7775 #35278  
San Francisco, California 94120-7775, U.S.A.

*If you reside in the UK:*

Plaid Financial Ltd.  
Attn: Legal

New Penderel House, 4th Floor  
283-288 High Holborn  
London, United Kingdom, WC1V 7HP

If you reside in the EEA:

Plaid, B.V.  
Attn: Legal  
Muiderstraat 1  
1011PZ Amsterdam  
The Netherlands

## Datenschutzerklärung

Verfügbare Sprachen:

- [Française - Notice d'information sur le traitement des données personnelles \(#notice-d-information-sur-le-traitement-des-données-personnelles\)](#)
- [English - Privacy Statement \(#privacy-statement\)](#)
- [Español - Declaración de privacidad \(#declaración-de-privacidad\)](#)
- [Nederlands - Privacyverklaring \(#privacyverklaring\)](#)

Datum des Inkrafttretens: 22. Februar 2022

Vielen Dank, dass Sie Plaid nutzen!

In dieser Datenschutzerklärung wird erläutert, wie Plaid Inc. und seine Tochtergesellschaften, einschließlich Plaid Financial Ltd. und Plaid, B.V. (zusammen „Plaid“, „wir“, „unser“ und „uns“) im Zusammenhang mit Ihrem Besuch auf den Websites von Plaid und Ihrer Nutzung unserer Produkte und Dienstleistungen (zusammen die „Dienste“) sowie im Zusammenhang mit anderen Informationen, die wir sammeln, wenn Sie mit uns interagieren, Daten über Sie erheben, verwenden und weitergeben, mit Ausnahme der Informationen im nachstehenden Absatz. Wir hoffen, dass Sie sich etwas Zeit nehmen, um diese Datenschutzerklärung sorgfältig zu lesen.

Bitte beachten Sie, dass diese Datenschutzerklärung nicht für die Informationen gilt, die wir über die Endnutzer der Softwareanwendungen unserer Entwickler erfassen, und auch nicht, wenn Sie Ihre Finanzkonten anderweitig mit Plaid verbinden, sofern hier nicht anders angegeben. Wenn Sie Endnutzer einer der Anwendungen unserer Entwickler sind oder Ihr Finanzkonto über Plaid verbunden haben, beachten Sie bitte unsere [Datenschutzerklärung für Endnutzer \(#end-user-services-agreement-ewr-de\)](#).

Zum Abschnitt springen:

## Unsere Datenpraxis (#unsere-datenpraxis-datenschutzerklaerung)

- Erfasste Informationen und Kategorien von Datenquellen (#erfasste-informationen-und-kategorien-von-datenquellen-datenschutzerklaerung).
- Wie wir Ihre personenbezogenen Daten verwenden (#wie-wir-ihrre-personenbezogenen-daten-verwenden-datenschutzerklaerung).
- Unsere Rechtsgrundlagen für die Verarbeitung (nur EWR und Vereinigtes Königreich) (#unsere-rechtsgrundlagen-für-die-verarbeitung-datenschutzerklaerung).
- Wie wir Ihre Informationen weitergeben (#wie-wir-ihrre-informationen-weitergeben-datenschutzerklaerung).

## Andere Hinweise (#andere-hinweise-datenschutzerklaerung)

- Werde- und Analysedienste von Dritten (#werbe-und-analysedienste-von-dritten-datenschutzerklaerung).
- Internationale Datenübermittlung und Datenspeicherung (#internationale-datenubermittlung-und-datenspeicherung-datenschutzerklaerung).
- Ihre Wahlmöglichkeiten (#ihre-wahlmoglichkeiten-datenschutzerklaerung).
- Ihre Datenschutzrechte (#ihre-datenschutzrechte-datenschutzerklaerung).
- Änderungen an dieser Datenschutzerklärung (#anderungen-an-dieser-datenschutzerklaerung-datenschutzerklaerung).
- Kontaktaufnahme mit Plaid (#kontaktaufnahme-mit-plaid-datenschutzerklaerung).

# Unsere Datenpraxis

## **Erfasste Informationen und Kategorien von Datenquellen**

Wie unten näher ausgeführt wird, erfasst Plaid bei Besuch unserer Webseiten und der Nutzung unserer Produkte und Dienstleistungen Identifikatoren, Informationen über elektronische Netzwerkaktivität, berufliche Informationen, Standortinformationen und andere Arten von Daten.

**Informationen, die Sie Plaid direkt zur Verfügung stellen.** Wir erfassen die Informationen, die Sie uns direkt zur Verfügung stellen, beispielsweise wenn Sie ein Entwicklerkonto einrichten, Ihr Profil aktualisieren, unser Kontaktformular ausfüllen, unsere E-Mails abonnieren, Kundensupport anfordern, sich bei der Zahlungsabwicklung anmelden, einen Dienstleistungsvertrag abschließen, einen Compliance-Fragebogen ausfüllen oder anderweitig mit uns kommunizieren. Die Arten von Informationen, die wir sammeln, umfassen Identifikatoren (wie z. B. vollständiger Name, E-Mail-

Adresse, Postanschrift, Telefonnummer, Führerschein- und Steueridentifikationsnummer), berufliche Informationen (wie z. B. Firmenname und Titel) und alle anderen Informationen, die Sie uns mitteilen möchten (wie z. B. Geburtsdatum oder personenbezogene Daten, die Sie uns in Supportnachrichten übermitteln).

**Informationen, die wir erhalten, wenn Sie unsere Technologie testen.** Sie können uns die Anmeldeinformationen für Ihr Bankkonto oder ein anderes Finanzkonto angeben, um zu testen und zu bewerten, wie unsere Technologie in Ihrer Anwendung erscheint und funktioniert. Wenn Sie unsere Technologie auf diese Weise testen, erfassen wir Informationen wie in unserer [Datenschutzerklärung für Endnutzer \(#end-user-services-agreement-ewr-de\)](#) beschrieben.

**Informationen, die wir erfassen, wenn Sie unsere Dienste nutzen.** Wenn Sie unsere Dienste nutzen, werden automatisch die folgenden Informationen über Sie gesammelt:

- **Protokolldaten:** Wir speichern Protokolldaten, wenn Sie unsere Dienste nutzen. Dazu gehören Identifikatoren und Informationen über elektronische Netzwerkaktivität, wie z. B. die Art Ihres Browsers, Zugriffszeiten, besuchte Seiten und Ihre IP-Adresse.
- **Ungewöhnlicher Standort:** Wir leiten den ungefähren Standort des Geräts, das Sie für den Zugriff auf unsere Dienste verwenden, von Ihrer IP-Adresse ab.
- **Durch Cookies und andere Tracking-Technologien erhobene Informationen:** Wir verwenden verschiedene Technologien, um Identifikatoren und Informationen über elektronische Netzwerkaktivität zu erhalten, wenn Sie unsere Dienste nutzen, darunter Cookies und Web Beacons. Cookies sind kleine Datendateien, die über Ihren Webbrowser, auf Ihrer Festplatte oder im Speicher Ihres Geräts gespeichert werden und die es uns ermöglichen, unsere Dienste und Ihre Erfahrungen zu verbessern, die Nutzung von Teilen und Funktionen unserer Dienste zu ermitteln und potenziell schädliches Verhalten zu überwachen und zu erkennen. Web Beacons sind elektronische Bilder, die in unseren Diensten oder E-Mails eingesetzt werden und uns dabei helfen, Cookies zu versenden, Besuche zu zählen und die Nutzung und Effektivität von Aktionen zu verstehen. Nähere Informationen zu unserem Einsatz von Cookies und anderen Tracking-Technologien sowie zu Ihren Wahlmöglichkeiten finden Sie in unserer [Cookie-Richtlinie \(#cookie-richtlinie\)](#).

**Informationen, die wir aus anderen Quellen beziehen.** Wir holen auch Informationen über Sie aus anderen Quellen ein. So können wir beispielsweise Informationen von anderen Mitarbeitern Ihres Unternehmens und von Anbietern sammeln, die uns helfen, neue Kunden zu identifizieren, einschließlich Identifikatoren wie Ihren Namen, Ihre E-Mail-Adresse und URL Ihres Social Media-Profil.

## Wie wir Ihre personenbezogenen Daten verwenden

Wir verwenden die von uns gesammelten Daten für die folgenden geschäftlichen und wirtschaftlichen Zwecke:

- um unsere Dienste zu betreiben, zu verbessern und weiterzuentwickeln;

- um Ihre Identität und die Identitäten anderer Mitarbeiter Ihres Unternehmens zu überprüfen;
- um Entwicklern unsere Dienste in Rechnung zu stellen und um Zahlungen zu tätigen;
- zur Einhaltung von Gesetzen, z. B. für Steuererklärungen;
- um Ihnen technische Mitteilungen, Updates, Sicherheitswarnungen und organisatorische Nachrichten zu senden;
- um Ihre Anmerkungen, Fragen, Anfragen und Kundendienstanfragen zu beantworten;
- um die Dienste für Sie zu personalisieren;
- um mit Ihnen über Produkte, Dienstleistungen, Angebote und Veranstaltungen zu korrespondieren, die von Plaid angeboten oder gesponsert werden, und um Ihnen Nachrichten und andere Informationen bereitzustellen, von denen wir glauben, dass sie für Sie von Interesse sein könnten;
- um Trends, Nutzung und Aktivitäten in Verbindung mit unseren Diensten zu überwachen und zu analysieren;
- um Betrug, böswillige Aktivitäten und andere illegale Aktivitäten aufzudecken und zu verhindern;
- um die Rechte, die Privatsphäre, die Sicherheit oder das Eigentum von Plaid und anderen zu schützen und
- für andere Zwecke, die Ihnen bei der Erfassung der Daten mitgeteilt wurden.

Wenn Sie sich im EWR oder im Vereinigten Königreich befinden, bewahren wir Ihre personenbezogenen Daten nicht länger auf, als es für die Erreichung der Zwecke, für die sie erhoben wurden, erforderlich ist, es sei denn, das geltende Recht schreibt eine längere Aufbewahrungsfrist vor.

### **Unsere Rechtsgrundlagen für die Verarbeitung (nur EWR und Vereinigtes Königreich)**

Unsere Rechtsgrundlage für die Verarbeitung der erfassten Daten, die sich auf Personen im Europäischen Wirtschaftsraum (EWR) oder im Vereinigten Königreich (United Kingdom oder UK) beziehen, hängt von den betreffenden Daten und dem Kontext ab, in dem wir sie erfassen oder anderweitig verarbeiten. Grundsätzlich gilt jedoch, dass wir Informationen nur dann verarbeiten werden, wenn:

1. wir unsere Verantwortung und Verpflichtungen aus einem Vertrag oder einer Vereinbarung mit Ihnen erfüllen müssen;
2. wir unseren gesetzlichen Verpflichtungen nach dem anwendbaren Recht nachkommen müssen;
3. die Verarbeitung zur Wahrung unserer berechtigten Interessen erforderlich ist und Ihre Datenschutzinteressen oder Grundrechte und -freiheiten nicht entgegenstehen (z. B. zur Bereitstellung oder Aktualisierung unserer Dienste) und
4. Sie Ihre Einwilligung dazu gegeben haben.

## **Wie wir Ihre Informationen weitergeben**

Wir geben Ihre Daten wie folgt oder wie anderweitig in dieser Datenschutzerklärung beschrieben weiter:

- An unsere Auftragsverarbeiter und andere Dienstleister, Partner, Auftragnehmer oder Anbietern im Zusammenhang mit den Dienstleistungen, die sie für uns erbringen, einschließlich Inkassounternehmen im Falle von Zahlungsrückständen bei unseren Entwicklern;
- Wenn wir nach Treu und Glauben der Ansicht sind, dass die Offenlegung angemessen ist, um geltendes Recht, Vorschriften oder rechtliche Verfahren (wie Gerichtsbeschlüsse oder Vorladungen) zu erfüllen, einschließlich im Zusammenhang mit Anfragen von Strafverfolgungs- oder anderen staatlichen Behörden;
- Wenn wir der Meinung sind, dass Ihre Handlungen mit unseren Vereinbarungen oder Richtlinien unvereinbar sind, oder um die Rechte, die Privatsphäre, die Sicherheit oder das Eigentum von Plaid oder Dritter zu schützen;
- Im Zusammenhang mit einer Änderung der Eigentums- oder Beherrschungsverhältnisse in Bezug auf unser gesamtes oder einen Teil unseres Unternehmens (z. B. Fusion, Übernahme, Reorganisation oder Konkurs);
- Innerhalb von Plaid sowie an unsere derzeitigen und zukünftigen Muttergesellschaften, verbundenen Unternehmen, Tochtergesellschaften und anderen Unternehmen, die unter gemeinsamer Kontrolle oder in gemeinsamem Eigentum stehen und
- Mit Ihrer Zustimmung oder auf Ihre Weisung.

Wir erheben, verwenden und übermitteln auch aggregierte oder anonymisierte Daten für jeden nach geltendem Recht zulässigen Zweck.

Weder verkaufen wir Ihre personenbezogenen Daten noch stellen wir sie anderweitig gegen Entgelt zur Verfügung.

Welche Kategorien personenbezogener Daten wir zu Geschäftszwecken an welche Kategorien von Empfängern weitergegeben, können Sie nachstehender Auflistung entnehmen:

### **KATEGORIEN VON PERSONENBEZOGENEN DATEN**

- Identifikatoren
- Finanzielle Daten
- Wirtschaftliche Daten
- Standortdaten
- Berufliche Informationen

### **KATEGORIEN VON PARTEIEN, AN DIE PERSONENBEZOGENE DATEN WEITERGEGEBEN WERDEN KÖNNEN**

- Anbieter von Analysediensten
- Nutzerforschungs und Umfrageanbieter
- Anbieter von Tools für die interne Zusammenarbeit und Kommunikation
- E-Mail-Dienstleister

- Informationen über elektronische Netzwerkaktivität
- Schlussfolgerungen
- Anbieter von Kundenbeziehungsmanagement sowie Vertriebs- und Marketingunterstützung
- Veranstaltungsmanagement- und Hostingdienstleister
- Anbieter von Kundensupportdiensten
- Lead- Anbieter
- Anbieter von Dokumentenmanagement- Diensten
- Cloud-Storage- und und Data Warehousing- Anbieter
- Zahlungsdienstleister
- Anbieter von Diensten zur Betrugsprävention, Identitätsüberprüfung und Sicherheit
- Dienstleister für Softwareentwicklung
- Partner, Auftragnehmer und Berater im Zusammenhang mit den Dienstleistungen, die sie für uns erbringen
- Fachberater
- Unternehmen der Plaid-Gruppe
- Dritte, wenn wir gesetzlich dazu verpflichtet sind, z. B. Strafverfolgungs- oder andere staatliche Behörden

## Andere Hinweise

### **Werde- und Analysedienste von Dritten**

Wir gestatten Dritten, einschließlich Google Analytics, Analysen zu erstellen und Werbung im Internet zu schalten. Diese Unternehmen verwenden Cookies, Web-Beacons und andere Technologien, um Informationen über Ihre Nutzung der Dienste und anderer Websites und Online-Dienste zu sammeln, beispielsweise Ihre IP-Adresse, Ihren Webbrowser, die aufgerufenen Seiten, die Verweildauer auf den Seiten, die angeklickten Links und Konversionsinformationen. Plaid und diese Dritten verwenden diese Informationen unter anderem, um Daten zu analysieren und zu verfolgen, um die Popularität bestimmter Inhalte zu ermitteln, um Ihnen auf unseren Diensten und anderen Websites und Online-Diensten Werbung und Inhalte anzubieten, die auf Ihre Interessen ausgerichtet sind, und um Ihre Online-Aktivitäten besser zu verstehen.

Nähtere Informationen darüber, wie wir Cookies verwenden und welche Möglichkeiten Sie haben, finden Sie in unserer [Cookie-Richtlinie \(#cookie-richtlinie\)](#).

Nähere Informationen über interessenbezogene Werbung finden Sie unter <https://www.aboutads.info/choices> (<https://www.aboutads.info/choices>); bei der [European Interactive Digital Advertising Alliance](http://www.youronlinechoices.eu/) (<http://www.youronlinechoices.eu/>) (für europäische Nutzer) oder bei der [Digital Advertising Alliance of Canada](https://youradchoices.ca/) (<https://youradchoices.ca/>) (für kanadische Nutzer). Weitere Informationen darüber, wie Google Ihre Daten verwendet, finden Sie unter <https://www.google.com/policies/privacy/partners/> (<https://www.google.com/policies/privacy/partners/>).

## **Internationale Datenübermittlung und Datenspeicherung**

Wir übermitteln die erhobenen Informationen über internationale Grenzen hinweg, einschließlich aus dem EWR oder dem Vereinigten Königreich in die Vereinigten Staaten, um sie dort zu verarbeiten und zu speichern. Soweit die von uns über Sie erfassten Daten aus dem EWR oder dem Vereinigten Königreich in Gebiete/Länder übertragen werden, für die die EU-Kommission bzw. das britische Außenministerium nicht festgestellt hat, dass die dortige Rechtsordnung einen angemessenen Schutz der Rechte und Freiheiten natürlicher Personen in Bezug auf deren personenbezogene Daten bietet, können wir diese Daten im Einklang mit den anwendbaren Datenschutzgesetzen auf der Grundlage einer vorherigen Bewertung des im Zusammenhang mit der Übermittlung gewährten Datenschutzniveaus übermitteln. Dazu gehört beispielsweise der Abschluss der von der EU-Kommission bzw. dem britischen Außenministerium genehmigten Standarddatenschutzklauseln, gegebenenfalls in Kombination mit zusätzlichen Sicherheitsvorkehrungen. Sie können uns über die unten genannten Kanäle kontaktieren, um eine Kopie dieser Standarddatenschutzklauseln zu erhalten.

## **Ihre Wahlmöglichkeiten**

- **Informationen zum Entwicklerkonto.** Sie können die Informationen, die Sie uns im Rahmen Ihres Online-Entwicklerkontos bereitstellen, aktualisieren, indem Sie sich in Ihrem Konto anmelden oder sich mit uns in Verbindung setzen.
- **Cookies.** Nähere Informationen darüber, wie wir Cookies verwenden und welche Möglichkeiten Sie haben, finden Sie in unserer [Cookie-Richtlinie \(#cookie-richtlinie\)](#).
- **Marketing-Kommunikationen.** Sie haben die Möglichkeit, den Erhalt von Marketing-E-Mails von Plaid anzunehmen oder abzulehnen, indem Sie den Hinweisen in diesen E-Mails folgen. Wenn Sie keine Marketing-E-Mails empfangen möchten und zu unseren Entwicklern gehören, können wir Ihnen, vorbehaltlich gesetzlicher Einschränkungen und Ausnahmen, weiterhin andere Arten von E-Mails senden, z. B. solche über Ihr Konto oder unsere laufenden Geschäftsbeziehungen.

## **Ihre Datenschutzrechte**

Je nach Rechtsordnung haben Sie im Rahmen der anwendbaren Gesetze bestimmte Rechte in Bezug auf die von uns verarbeiteten personenbezogenen Daten, zu denen auch das Recht auf Auskunft oder Löschung gehören kann.

In bestimmten Rechtsordnungen, einschließlich des EWR und des Vereinigten Königreichs, und vorbehaltlich bestimmter Einschränkungen und Ausnahmen, haben Sie das Recht: (i) zu erfahren, wie wir Ihre personenbezogenen Daten verarbeiten; (ii) Auskunft über Ihre personenbezogenen Daten oder deren Berichtigung zu verlangen; (iii) der Verarbeitung Ihrer personenbezogenen Daten zu widersprechen oder die Einschränkung ihrer Verarbeitung zu verlangen; (iv) zu verlangen, dass wir Ihre personenbezogenen Daten löschen; (v) zu verlangen, dass wir die uns von Ihnen überlassenen personenbezogenen Daten in einem strukturierten, allgemein gebräuchlichen und maschinenlesbaren Format zur Übermittlung an einen anderen bereitstellen; (vi) Ihre Einwilligung jederzeit zu widerrufen, wenn unsere Verarbeitung auf dieser Einwilligung beruht; und (vii) eine Beschwerde bei einer Aufsichtsbehörde einzureichen. Die Kontaktdaten der im EWR zuständigen Aufsichtsbehörden finden Sie unter [https://edpb.europa.eu/about-edpb/board/members\\_nl](https://edpb.europa.eu/about-edpb/board/members_nl) ([https://edpb.europa.eu/about-edpb/board/members\\_nl](https://edpb.europa.eu/about-edpb/board/members_nl)). Die Kontaktdaten für das Vereinigte Königreich finden Sie unter [www.ico.org.uk](http://www.ico.org.uk) (<https://ico.org.uk/>).

Wenn Sie in Kalifornien ansässig sind, haben Sie vorbehaltlich gesetzlicher Einschränkungen und Ausnahmen das Recht: (i) Auskunft über die Kategorien und spezifischer Teile der personenbezogenen Daten zu verlangen, die in den letzten zwölf Monaten über Sie erhoben wurden (einschließlich der personenbezogenen Daten, die zu Geschäftszwecken weitergegeben wurden); (ii) die Löschung Ihrer personenbezogenen Daten zu verlangen; (iii) dem Verkauf Ihrer personenbezogenen Daten zu widersprechen, wenn ein Unternehmen Ihre Daten verkauft; und (iv) nicht diskriminiert zu werden, wenn Sie diese Rechte wahrnehmen.

Wie oben unter „Ihre Wahlmöglichkeiten“ beschrieben, können Sie, wenn Sie einer unserer Entwickler sind, bequem auf Ihre Online-Kontoinformationen zugreifen, indem Sie sich in Ihrem Konto anmelden oder uns kontaktieren. Hierzu und um ihre anderweitigen Datenschutzrechte auszuüben, kontaktieren Sie uns bitte wie unten im Abschnitt „Kontaktaufnahme mit Plaid“ beschrieben. Es kann sein, dass wir zusätzliche Informationen anfordern, die zur Bestätigung Ihrer Identität notwendig sind, bevor wir auf Ihre Anfrage antworten können.

Wenn wir Ihre Anfrage von einem Bevollmächtigten erhalten, können wir den Nachweis verlangen, dass Sie diesem Bevollmächtigten eine Vollmacht erteilt haben oder dass dieser anderweitig über eine gültige schriftliche Vertretungsmacht verfügt, um Anfragen zur Ausübung von Rechten in Ihrem Namen zu stellen. Wenn Sie ein bevollmächtigter Vertreter sind und eine Anfrage stellen möchten, setzen Sie sich bitte mit uns wie unten im Abschnitt „Kontaktaufnahme mit Plaid“ beschrieben in Verbindung.

## **Änderungen an dieser Datenschutzerklärung**

Wir können diese Datenschutzerklärung von Zeit zu Zeit aktualisieren oder ändern. Wenn wir Aktualisierungen oder Änderungen durchführen, werden wir Sie benachrichtigen, indem wir das Datum des Inkrafttretens oben in dieser Erklärung aktualisieren. Wir können Sie auch auf andere Weise über Änderungen informieren, z. B. durch einen Hinweis auf unserer Homepage <https://plaid.com> (<https://plaid.com>) oder durch eine E-Mail an Sie. Wir empfehlen, regelmäßig einen Blick in die Datenschutzerklärung zu werfen, wenn Sie auf die Dienste zugreifen oder anderweitig mit uns interagieren, um über unsere Datenpraktiken und die Ihnen zur Verfügung stehenden Wahlmöglichkeiten informiert zu bleiben.

## Kontaktaufnahme mit Plaid

Wenn Sie Fragen zu dieser Datenschutzerklärung oder zu unseren Datenschutzpraktiken im Allgemeinen haben, schicken Sie uns bitte eine E-Mail an [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>) oder einen Brief an:

*Wenn Sie Ihren Wohnsitz im EWR haben:*

Plaid B.V.  
Attn: Legal  
Muiderstraat 1  
1011PZ Amsterdam  
Niederlande

*Wenn Sie Ihren Wohnsitz im Vereinigten Königreich haben:*

Plaid Financial Ltd.  
Attn: Legal  
New Penderel House, 4th Floor  
283-288 High Holborn  
London, Großbritannien, WC1V 7HP

*Wenn Sie Ihren Wohnsitz außerhalb des EWR oder des Vereinigten Königreichs haben::*

Plaid Inc.  
Attn: Legal  
PO Box 7775 #35278  
San Francisco, California 94120-7775, U.S.A.

## Declaración de privacidad

Available languages:

- [Deutsch - Datenschutzerklärung \(#datenschutzerklärung\)](#)
- [English - Privacy Statement \(#privacy-statement\)](#)
- [Française - Notice d'information sur le traitement des données personnelles \(#notice-d-information-sur-le-traitement-des-données-personnelles\)](#)
- [Nederlands - Privacyverklaring \(#privacyverklaring\)](#)

¡Gracias por usar Plaid!

La presente declaración de privacidad explica cómo Plaid Inc. y sus filiales, incluidas Plaid Financial Ltd. y Plaid, B.V., (conjuntamente, "Plaid", "nosotros", "nuestro" y "nos" o expresiones análogas) recabamos, usamos y compartimos información sobre usted relacionada con el acceso o el uso que hace de los sitios web de Plaid y nuestros productos y servicios (en su conjunto, los "Servicios") y relacionada con cualquier otra información que recabemos cuando interactúa con nosotros, salvo lo establecido en el párrafo siguiente. Le rogamos que dedique unos instantes a leer esta declaración de privacidad con atención.

Por favor, tenga en cuenta que esta declaración de privacidad no se aplica a la información que recabamos sobre los usuarios finales de las aplicaciones informáticas de nuestros desarrolladores o cuando usted conecte sus cuentas financieras a través de Plaid, salvo que aquí se establezca lo contrario. Si usted es un usuario final de una de las aplicaciones de nuestros desarrolladores o ha conectado su cuenta financiera a través de Plaid, consulte nuestra [Política de privacidad aplicable al usuario final \(#política-de-privacidad-aplicable-al-usuario-final\)](#).

*Ir a la sección:*

[Nuestras prácticas relativas a datos \(#nuestras-prácticas-relativas-a-datos-privacidad\)](#)

- [Información que recabamos y categorías de fuentes \(#información-que-recabamos-y-categorías-de-fuentes-privacidad\)](#)
- [Cómo utilizamos su información \(#cómo-utilizamos-su-información-privacidad\)](#)
- [Nuestras bases legitimadoras para el tratamiento \(aplicables exclusivamente a usuarios finales del EEE y Reino Unido\) \(#nuestras-bases-legitimadoras-para-el-tratamiento-privacidad\)](#)
- [Cómo compartimos su información \(#cómo-compartimos-su-información-privacidad\)](#)

[Otras cuestiones \(#otras-cuestiones-privacidad\)](#)

- [Servicios de publicidad y análisis prestados por terceros \(#servicios-de-publicidad-y-análisis-prestados-por-terceros\)](#)
- [Transferencias internacionales de datos y conservación de datos \(#transferencias-internacionales-de-datos-y-conservación-de-datos\)](#)
- [Sus opciones \(#sus-opciones-privacidad\)](#)
- [Sus derechos en materia de protección de datos \(#sus-derechos-en-materia-de-protección-de-datos-privacidad\)](#)
- [Cambios en esta declaración \(#cambios-en-esta-declaración\)](#)
- [Cómo ponerse en contacto con Plaid \(#cómo-ponerse-en-contacto-con-plaid-privacidad\)](#)

# Nuestras prácticas relativas a datos

## Información que recabamos y categorías de fuentes

Según se explica con mayor detalle debajo, Plaid ha recabado identificadores, información sobre la actividad de la red electrónica, información profesional, información sobre la ubicación y otros tipos de información.

**Información que usted facilita directamente a Plaid.** Recabamos la información que usted nos facilita directamente, como la información que proporciona cuando crea una cuenta de desarrollador, actualiza su perfil, cumplimenta el formulario de contacto, se registra para recibir nuestros correos electrónicos, solicita asistencia al cliente, se registra a efectos de facturación, celebra un contrato de servicios, cumplimenta un cuestionario de conformidad o se comunica por otro medio con nosotros. Los tipos de información que recabamos incluyen identificadores (como su nombre completo, dirección de correo electrónico, dirección postal, número de teléfono, número del permiso de conducción u otra identificación emitida por el gobierno y el número de identificación fiscal), información profesional (como el nombre de la empresa y su cargo) y cualquier otra información que usted nos facilite (como la fecha de nacimiento o información personal que nos proporcione en los mensajes de solicitud de asistencia).

Cuando verificamos su identidad para poder usar nuestros Servicios, además de la información que facilita a Plaid directamente, podemos utilizar tecnologías de seguimiento estándar para recopilar información del dispositivo y la frecuencia de interacción con nuestros Servicios, y también podemos recopilar imágenes faciales o de video para verificar su identidad. En ese caso, estas pueden revelar inferencias o categorías especiales de datos sobre usted. También podemos usar la autenticación de dos factores para garantizar que la persona que facilita la información tenga el número de teléfono asociado con esa identidad.

### Aviso especial de datos biométricos para residentes de Illinois y Texas

Para los residentes de Illinois o Texas, si le solicitamos que nos facilite algún documento que contenga su fotografía o si necesita verificar su identidad proporcionando una fotografía o un video suyo, los datos derivados de su rostro que nosotros y nuestros proveedores de servicios recopilen y procesen a nuestro nombre pueden considerarse datos biométricos en algunas jurisdicciones. Sus datos se almacenarán durante un máximo de tres años, a menos que la ley exija lo contrario.

**Información que recibimos cuando prueba nuestra tecnología.** Usted puede proporcionarnos información de acceso a su cuenta bancaria u otra información financiera para probar y analizar el aspecto y el funcionamiento de nuestra tecnología en su aplicación. Si usted prueba nuestra tecnología de esta manera, recopilaremos información en los términos establecidos en nuestra [Política de privacidad aplicable al usuario final \(#política-de-privacidad-aplicable-al-usuario-final\)](#).

**Información que recabamos cuando usa nuestros Servicios.** Cuando usted usa nuestros Servicios, automáticamente recabamos la siguiente información sobre usted:

- **Información de registro:** Recabamos archivos de registro cuando usa nuestros Servicios, incluidos identificadores e información sobre la actividad de las redes electrónicas, como el tipo de navegador que usa, las veces que accede, las páginas que visita y su dirección IP.
- **Ubicación aproximada:** Obtenemos la ubicación aproximada del dispositivo que usa para acceder a nuestros Servicios de su dirección IP.
- **Información recabada mediante cookies y otras tecnologías de seguimiento:** Usamos varias tecnologías para recabar identificadores e información sobre la actividad de las redes electrónicas cuando usa los Servicios, como cookies y balizas web. Las cookies son pequeños archivos de datos que se almacenan en el navegador, el disco duro o el dispositivo de memoria que nos ayudan a mejorar nuestros Servicios y su experiencia, determinar el uso de partes o características de nuestros Servicios y controlar y detectar potenciales conductas perjudiciales. Las balizas web son imágenes electrónicas que se usan en nuestros Servicios o correos electrónicos y que ayudan a instalar cookies, contabilizar visitas y entender el uso y la eficacia de una campaña. Puede obtener más información sobre cómo usamos las cookies y sus opciones al respecto en nuestra [Política de cookies \(#política-de-cookies\)](#).

**Información que recopilamos de otras fuentes.** También recabamos información sobre usted de otras fuentes. Por ejemplo, podemos recabar información de otros miembros de su empresa y de proveedores que nos ayudan a identificar a nuevos clientes, entre la que se incluyen identificadores, como su nombre, dirección de correo electrónico y URL del perfil de las redes sociales.

## Cómo utilizamos su información

Usamos la información que recabamos con los siguientes fines empresariales y comerciales:

- para hacer funcionar, mejorar y desarrollar nuestros servicios;
- para comprobar su identidad y la identidad de otros miembros de su empresa;
- para facturar a los desarrolladores por nuestros Servicios y enviar pagos;
- para cumplir la ley, por ejemplo, a efectos de la declaración de impuestos;
- para enviarle avisos técnicos, actualizaciones, alertas de seguridad y mensajes administrativos;
- para responder a sus comentarios, preguntas, dudas y solicitudes al servicio de atención al cliente;
- para ayudar a personalizar su experiencia con los Servicios;
- para informarle sobre productos, servicios, ofertas y actos organizados o patrocinados por Plaid, además de proporcionarle noticias y otra información que consideremos que pueda ser de su interés;
- para monitorizar y analizar tendencias, usos y actividades relacionadas con los Servicios;
- para detectar y evitar fraudes, actividades maliciosas y otras actividades ilegales;

- para proteger los derechos, la privacidad, la seguridad y la propiedad de Plaid y de otros; y
- para cualquier otra finalidad sobre la que se le haya informado en el momento de recabar la información.

## **Nuestras bases legitimadoras para el tratamiento (aplicables exclusivamente a usuarios finales del EEE y Reino Unido)**

Nuestra base legitimadora para el tratamiento de la información que recabamos de las personas físicas que se encuentren en el Espacio Económico Europeo ("EEE") o el Reino Unido dependerá de la información en cuestión y del contexto en el que la recabamos o la tratamos. No obstante, por lo general solo recabaremos y trataremos información cuando:

1. necesitemos cumplir con nuestras responsabilidades y obligaciones en cualquier contrato o acuerdo que hayamos celebrado con usted;
2. para cumplir con nuestras obligaciones legales de conformidad con la normativa aplicable;
3. el tratamiento sea necesario para nuestros intereses legítimos y no prevalezcan sus intereses de protección de datos o derechos y libertades fundamentales (por ejemplo, para prestar o actualizar nuestros servicios); y
4. usted haya dado su consentimiento para hacerlo.

## **Cómo compartimos su información**

Compartimos información en los términos descritos a continuación o de cualquier otro modo establecido en esta declaración de privacidad:

- con nuestros encargados del tratamiento de datos y otros prestadores de servicios, socios, contratistas o proveedores en relación con los servicios que nos prestan a nosotros, incluidas las agencias de cobro para los pagos atrasados de nuestros desarrolladores;
- cuando creamos, de buena fe, que la comunicación es apropiada para cumplir con la normativa y legislación aplicable o procedimientos legales (por ejemplo, una orden o citación judicial), incluida la relacionada con los requerimientos de las fuerzas de orden público u otras autoridades;
- si consideramos que sus acciones incumplen nuestros acuerdos o políticas; o para proteger los derechos, la privacidad, la seguridad o la propiedad de Plaid u otros;
- en relación con un cambio de titularidad o control de la totalidad o parte de nuestra empresa (por ejemplo, una fusión, adquisición, reestructuración o quiebra);
- entre Plaid y nuestras matrices, empresas vinculadas, filiales y otras empresas presentes o futuras que se encuentren bajo un control o titularidad común; y
- con su consentimiento o siguiendo sus instrucciones.

Además, recabamos, usamos y compartimos información agregada, no identificada o anónima para cualquier finalidad que permita la ley aplicable.

No vendemos ni alquilamos información personal que recopilamos.

En los 12 últimos meses, hemos comunicado las siguientes categorías de información personal con fines comerciales a las siguientes categorías de destinatarios:

**CATEGORÍAS DE INFORMACIÓN PERSONAL**

- Identificadores
- Información financiera
- Información comercial
- Información sobre la ubicación
- Información profesional
- Información sobre la actividad de la red electrónica
- Inferencias

**CATEGORÍAS DE PARTES CON LAS QUE SE PUEDE COMPARTIR INFORMACIÓN PERSONAL**

- Proveedores de análisis de datos
- Proveedores de investigación y encuestas a usuarios
- Proveedores de herramientas de colaboración y comunicación interna
- Proveedores de servicios de correo electrónico
- Proveedores de gestión de relaciones con clientes y de habilitación de ventas y marketing
- Proveedores de gestión de eventos y alojamiento
- Proveedores de servicios de asistencia al cliente
- Proveedores de generación de contactos
- Proveedores de servicios de gestión de documentos
- Proveedores de almacenamiento en la nube y de almacenamiento de datos
- Proveedores de servicios de pago
- Proveedores de servicios de prevención del fraude, verificación de la identidad y seguridad
- Proveedores de servicios de desarrollo de software
- Socios, contratistas y consultores en relación con los servicios que nos prestan
- Asesores profesionales

- Entidades del grupo Plaid
- Terceros cuando estamos obligados por la ley, por ejemplo, a fuerzas de seguridad u otras autoridades

## Otras cuestiones

### **Servicios de publicidad y análisis prestados por terceros**

Permitimos que terceros presten servicios de análisis y publiquen anuncios en nuestro nombre en internet, incluido Google Analytics. Estas entidades usan cookies, balizas web y otras tecnologías para recabar información sobre el uso que hace usted de los Servicios y de otros sitios web y servicios online, incluida su dirección IP, el navegador web, las páginas visitadas, el tiempo que se permanece en dichas páginas, los vínculos en los que se entra e información sobre conversión. Esta información la usan Plaid y los referidos terceros para, entre otras cosas, analizar y hacer un seguimiento de los datos, determinar la popularidad de cierto contenido, mostrar anuncios y contenido dirigidos a sus intereses sobre nuestros Servicios y otros sitios web y servicios online, así como para entender mejor su actividad en internet.

Para más información sobre los anuncios basados en intereses, así como para conocer cómo puede optar por que la información de su navegador no se use para fines relacionados con la publicidad basada en el comportamiento, visite [www.aboutads.info/choices](http://www.aboutads.info/choices) (<http://www.aboutads.info/choices>); la [Alianza Europea de Publicidad Digital Interactiva](http://www.youronlinechoices.eu/) (<http://www.youronlinechoices.eu/>) (para usuarios europeos) o la [Alianza Canadiense de Publicidad Digital](https://youradchoices.ca/) (<https://youradchoices.ca/>) (para usuarios canadienses). Y si desea más información sobre cómo Google usa sus datos, visite [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/) (<http://www.google.com/policies/privacy/partners/>). Puede obtener más información sobre cómo usamos las cookies y sus opciones al respecto en nuestra [Política de cookies \(#política-de-cookies\)](#).

### **Transferencias internacionales de datos y conservación de datos**

Transferimos información que recabamos acerca de usted a través de fronteras internacionales, incluyendo desde el EEE o el Reino Unido a los Estados Unidos, para su tratamiento y almacenamiento. En la medida en que la información que recabemos acerca de usted se transfiera desde el EEE o el Reino Unido a territorios/países respecto de los cuales la Comisión de la UE o el Secretario de Estado de Reino Unido (según corresponda) no haya adoptado una decisión en el sentido de que el marco legal en ese territorio/país proporciona protección adecuada para los derechos y libertades de las personas físicas en cuanto a sus datos personales, podremos transferir esos datos de conformidad con la normativa aplicable de protección de datos en base a una evaluación previa del nivel de protección de datos que se ofrece en el contexto de la transferencia, incluyendo mediante el uso de las cláusulas contractuales tipo aprobadas por la Comisión de la UE o

el Secretario de Estado de Reino Unido (en su caso), en combinación, si es necesario, con garantías adicionales. Puede solicitar una copia de esas cláusulas contractuales tipo contactándonos según se indica debajo.

Si usted se encuentra en el EEE o Reino Unido, conservaremos sus datos personales durante el plazo estrictamente necesario para lograr las finalidades para las que fueron recabados, salvo que sea necesario un plazo mayor en virtud de la legislación aplicable.

## Sus opciones

- **Información de la cuenta de desarrollador.** Usted podrá actualizar la información que nos facilita en su cuenta de desarrollador online iniciando sesión en su cuenta o poniéndose en contacto con nosotros.
- **Cookies.** Puede obtener más información sobre cómo usamos las cookies y sus opciones al respecto en nuestra [Política de cookies \(#política-de-cookies\)](#).
- **Comunicaciones comerciales.** Puede optar por recibir (opt-in) o no recibir (opt-out) correos electrónicos comerciales de Plaid siguiendo las instrucciones que aparecen en dichos correos. Si decide no recibirlas y usted es uno de nuestros desarrolladores, con sujeción a las limitaciones y excepciones legalmente establecidas, le podremos seguir enviando otro tipo de correos electrónicos, como aquellos relacionados con su cuenta o nuestras relaciones comerciales actuales.

## Sus derechos en materia de protección de datos

Según la jurisdicción en la que se encuentre, usted goza de determinados derechos de acuerdo con la legislación aplicable relacionados con los datos personales que tratamos, entre los que se incluyen el derecho a solicitar el acceso o la supresión.

En determinadas jurisdicciones, como el EEE y Reino Unido, con sujeción a ciertas limitaciones y excepciones, tendrá derecho a: (i) saber cómo tratamos sus datos personales; (ii) solicitar el acceso o rectificación de sus datos personales ; (iii) oponerse al tratamiento de sus datos personales o solicitar que limitemos dicho tratamiento; (iv) solicitar que suprimamos sus datos; (v) solicitar que le facilitemos los datos personales que nos haya facilitado en un formato estructurado, de uso común y lectura mecánica, para transmitirlos a otro responsable del tratamiento; (vi) revocar en cualquier momento su consentimiento, cuando el tratamiento que realicemos dependa de él; y (vii) presentar una reclamación ante la autoridad de control local (si se encuentra en el EEE, por favor diríjase a [https://edpb.europa.eu/about-edpb/board/members\\_es](https://edpb.europa.eu/about-edpb/board/members_es) ([https://edpb.europa.eu/about-edpb/board/members\\_es](https://edpb.europa.eu/about-edpb/board/members_es)) y si se encuentra en Reino Unido, diríjase a [www.ico.org.uk](http://www.ico.org.uk) ([https://ico.org.uk/](http://www.ico.org.uk/)) para obtener información de contacto).

Si usted reside en California, con sujeción a ciertas limitaciones y excepciones, tendrá derecho a: (i) solicitar el acceso a las categorías y elementos específicos de información personal que podamos haber recopilado acerca de usted en los últimos doce meses (incluida la información personal

comunicada para fines comerciales); (ii) solicitar la supresión de su información personal; (iii) excluir la posibilidad de que se venda su información personal, en el caso de que una empresa se encuentre vendiendo su información; y (iv) no ser discriminado por ejercer estos derechos.

Como se ha descrito antes en el apartado "Sus opciones", si usted es uno de nuestros desarrolladores, podrá acceder oportunamente a la información de su cuenta online iniciando sesión en su cuenta o poniéndose en contacto con nosotros. Para ejercer sus derechos en materia de protección de datos, cuando sea pertinente, póngase en contacto con nosotros como se describe abajo en la sección "Cómo ponerse en contacto con Plaid". Es posible que se le pida que proporcione información adicional necesaria para confirmar su identidad antes de que podamos responder su consulta.

Si recibimos su solicitud a través de un representante autorizado, le podremos solicitar que acredite que usted le ha otorgado el pertinente poder o que cuenta con un mandato válido por escrito para presentar solicitudes de ejercicio de derechos en su nombre. Si usted es un representante autorizado que busca presentar una solicitud, le rogamos que se ponga en contacto con nosotros de conformidad con lo establecido abajo en la sección "Cómo ponerse en contacto con Plaid".

## **Cambios en esta declaración**

Podremos actualizar o cambiar esta declaración de privacidad cada cierto tiempo. Si efectuamos cualquier actualización o cambio, se lo comunicaremos actualizando la fecha de entrada en vigor que se encuentra en la parte superior de esta declaración. También le podremos comunicar los cambios por cualquier otro medio, como incorporando un aviso en nuestra página de inicio en <https://plaid.com> (<https://plaid.com>) o enviándole un correo electrónico. Le rogamos que consulte la declaración de privacidad cada vez que acceda a los Servicios o interactúe con nosotros para mantenerse informado sobre cómo tratamos y protegemos la información y las opciones de que dispone.

## **Cómo ponerse en contacto con Plaid**

Si tiene cualquier pregunta relativa a esta declaración de privacidad o, en general, a nuestras prácticas en materia de privacidad, póngase en contacto con nosotros a través del correo electrónico [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>) o por correo postal:

*Si usted reside fuera del EEE o del Reino Unido:*

Plaid Inc.  
A/A: Legal  
PO Box 7775 #35278  
San Francisco, California 94120-7775, EE. UU.

*Si usted reside en el Reino Unido:*

Plaid Financial Ltd.  
A/A: Legal

New Penderel House, 4th Floor  
283-288 High Holborn  
Londres, Reino Unido, WC1V 7HP

*Si usted reside en el EEE:*

Plaid, B.V.  
A/A: Legal  
Muiderstraat 1  
1011PZ Ámsterdam  
Países Bajos

## Notice d'information sur le traitement des données personnelles

Available languages:

- [Deutsch - Datenschutzerklärung \(#datenschutzerklärung\)](#)
- [English - Privacy Statement \(#privacy-statement\)](#)
- [Español - Declaración de privacidad \(#declaración-de-privacidad\)](#)
- [Nederlands - Privacyverklaring \(#privacyverklaring\)](#)

Date d'entrée en vigueur: 22 Février 2022

Merci d'utiliser Plaid !

La présente Notice d'information sur le traitement des données personnelles explique les façons dont Plaid Inc. et ses filiales, y compris Plaid Financial Ltd. et Plaid B.V., (collectivement, « Plaid », « nous », « nos », « notre ») collectons, utilisons, et partageons vos données en relation avec votre accès ou votre utilisation des sites web de Plaid et nos produits et services (ensemble les « Services »), et en relation avec toute autre donnée que nous collectons lorsque vous interagissez avec nous, à l'exception de ce qui est décrit dans le paragraphe ci-dessous. Nous espérons que vous prendrez le temps de lire avec attention cette Notice d'information sur le traitement des données personnelles.

Veuillez noter que cette Notice d'information sur le traitement des données personnelles ne s'applique pas aux données que nous collectons sur les utilisateurs finaux des applications logicielles de nos développeurs ou quand vous connectez vos comptes financiers au moyen de Plaid, à moins qu'il en soit convenu autrement aux présentes. Si vous êtes un utilisateur final de l'une de nos applications de nos développeurs ou que vous avez connecté votre compte financier au moyen de Plaid, veuillez consulter notre [Politique de confidentialité pour utilisateur final \(#politique-de-confidentialité-pour-utilisateur-final\)](#).

Aller à la section:

[Nos pratiques relatives aux données personnelles \(#nos-pratiques-relatives-aux-données-personnelles\)](#)

- [Données personnelles que nous collectons et catégories de sources \(#données-personnelles-que-nous-collectons-et-catégories-de-sources\)](#)
- [Comment nous utilisons vos données personnelles \(#comment-nous-utilisons-vos-données-personnelles\)](#)
- [Nos bases juridiques pour le traitement \(utilisateurs de l'Espace Economique Européen et du Royaume-Uni uniquement\) \(#nos-bases-juridiques-pour-le-traitement\)](#)
- [Comment nous partageons vos données personnelles \(#comment-nous-partageons-vos-données-personnelles\)](#)

[Autres informations \(#autres-information-données-personnelles\)](#)

- [Publicité et services d'analyse fournis par d'autres \(#publicité-et-services-d-analyse-fournis-par-d-autres\)](#)
- [Transferts internationaux de données personnelles et conservation des données personnelles \(#transferts-internationaux-et-conservation\)](#)
- [Vos choix \(#vos-choix-données-personnelles\)](#)
- [Vos droits à la protection de vos données personnelles \(#vos-droits-à-la-protection-de-vos-données-personnelles\)](#)
- [Modifications apportées à la présente notice \(#modifications-apportées-à-la-présente-notice-données-personnelles\)](#)
- [Contacter Plaid \(#contacter-plaid-données-personnelles\)](#)

## Nos pratiques relatives aux données personnelles

### **Données personnelles que nous collectons et catégories de sources**

Comme expliqué plus en détails ci-dessous, Plaid a collecté des identifiants, des données concernant l'activité sur le réseau électronique, des données professionnelles, des données sur la localisation et autres types de données.

**Données que vous fournissez directement à Plaid.** Nous collectons les données que vous nous fournissez directement, telles que les données que vous fournissez lorsque vous créez un compte de développeur, mettez votre profil à jour, remplissez le formulaire « Contactez-nous », vous inscrivez pour recevoir des emails, demandez le support client, vous inscrivez pour la facturation, signez un

contrat de prestation de services, complétez un questionnaire de conformité ou communiquez de quelque manière que ce soit avec nous. Les types de données que nous collectons comprennent les identifiants (tels que le nom complet, l'adresse e-mail, l'adresse postale, le numéro de téléphone, le permis de conduire ou autre pièce d'identité officielle, et le numéro d'identification fiscale), les données professionnelles (comme le nom et le titre de société), et toutes autres données que vous décidez de fournir (comme la date de naissance ou des données personnelles que vous pouvez nous divulguer dans les messages de support).

Lorsque nous vérifions votre identité afin d'utiliser nos Services, en plus des informations que vous fournissez directement à Plaid, nous pouvons utiliser des technologies de suivi standard pour recueillir des informations sur les appareils et la fréquence d'interaction avec nos Services et nous pouvons également recueillir des images faciales ou vidéo. Si nous collectons des images faciales ou vidéo pour vérifier votre identité, ces images peuvent révéler des inférences ou des catégories spéciales de données vous concernant. Nous pouvons également utiliser une authentification à deux facteurs pour nous assurer que la personne fournissant des informations est en possession du numéro de téléphone associé à cette identité.

Remarque sur les données biométriques spéciales concernant les personnes résidant dans l'Illinois et au Texas

Pour les personnes résidant dans l'Illinois ou au Texas, si nous vous demandons de nous fournir un document contenant votre photographie ou si vous devez confirmer votre identité en fournissant une photographie ou une vidéo de vous-même, les données dérivées de votre visage que nous et nos prestataires de services collectons et traitons en notre nom peuvent être considérées comme des données biométriques dans certaines juridictions. Vos données ne seront pas conservées plus de trois ans, à moins que la loi ne l'exige.

**Données que nous recevons lorsque vous testez notre technologie.** Vous pouvez nous fournir des données de connexion sur votre compte bancaire ou autre compte financier afin de tester et d'évaluer comment notre technologie apparaît et fonctionne dans votre application. Si vous testez notre technologie de cette façon, nous collectons des données comme décrit dans notre [Politique de confidentialité pour utilisateur final \(#politique-de-confidentialité-pour-utilisateur-final\)](#).

**Données que nous collectons lorsque vous utilisez nos Services.** Lorsque vous utilisez nos Services, nous collectons automatiquement des données vous concernant comme suit:

- **Données de connexion:** Nous collectons des fichiers de connexion lorsque vous utilisez nos Services, ce qui comprend les identifiants et les données relatives à l'activité sur le réseau électronique, tel que le type de navigateur que vous utilisez, les pages visitées et votre adresse IP.
- **Localisation approximative:** nous déduisons l'emplacement approximatif de l'appareil que vous utilisez pour accéder à nos Services à partir de votre adresse IP.
- **Données collectées par des cookies et d'autres technologies de suivi:** nous utilisons diverses technologies pour collecter des identifiants et des données relatives à l'activité du réseau électronique lorsque vous utilisez nos Services, y compris les cookies et les balises web. Les cookies sont de petits fichiers de données stockés par votre navigateur sur votre disque dur ou dans la mémoire de votre appareil, qui nous aident à améliorer nos Services et votre expérience,

déterminent l'utilisation des composants et des caractéristiques de nos Services et surveillent la session afin de détecter toute conduite potentiellement dangereuse. Les balises web sont des images électroniques qui sont utilisées par nos Services ou e-mails qui aident à envoyer les cookies, compter les visites et comprendre l'utilisation et l'efficacité des campagnes. Vous pouvez trouver davantage d'informations au sujet de notre utilisation des cookies et des choix que vous pouvez faire dans notre [Politique relative aux cookies \(politique-relative-aux-cookies\)](#).

**Données que nous collectons d'autres sources.** Nous collectons également des données que nous recevons sur vous provenant d'autres sources. Par exemple, nous pouvons collecter des données auprès d'autres membres de votre société et de fournisseurs qui nous aident à identifier les nouveaux clients, y compris les identifiants tels que votre nom, adresse email et URL de profil de réseau social.

### **Comment nous utilisons vos données personnelles**

Nous utilisons les données que nous collectons pour les finalités professionnelles et commerciales suivantes:

- pour faire fonctionner, améliorer et développer nos Services;
- pour vérifier votre identité et les identités des autres membres de votre société;
- pour facturer les développeurs pour nos Services et transmettre le paiement;
- pour nous conformer à la loi, comme par exemple pour les déclarations fiscales obligatoires;
- pour vous envoyer des notices techniques, mises à jour, alertes de sécurité et messages administratifs;
- pour répondre à vos commentaires, questions, requêtes et demandes de service client;
- pour aider à personnaliser l'expérience du Service;
- pour communiquer avec vous sur les produits, services, offres et évènements proposés ou sponsorisés par Plaid et vous fournir des informations qui pourraient vous intéresser;
- pour surveiller et analyser les tendances, usages et activités en relation avec nos Services;
- pour détecter et empêcher les fraudes, activités mal intentionnées et autres activités illicites;
- pour protéger les droits, la vie privée, la sécurité ou la propriété de Plaid ou d'autres parties; et
- pour toute autre finalité qui vous aura été précisée au moment où les données ont été collectées.

### **Nos bases juridiques pour le traitement (utilisateurs de l'Espace Economique Européen et du Royaume-Uni uniquement)**

Pour les ressortissants de l'Espace économique européen (EEE) ou du Royaume-Uni, la base juridique de notre traitement des données relatives aux individus dépend des données concernées et du contexte dans lequel nous les collectons ou les traitons. En général, cependant, nous collectons et traitons les données l uniquement lorsque:

1. nous devons nous acquitter de nos responsabilités et obligations contractuelles avec vous;
2. pour nous conformer à nos obligations légales en vertu des lois applicables;
3. le traitement est nécessaire pour nos intérêts légitimes et vos intérêts en matière de protection des données ou vos droits et libertés fondamentaux ne prévalent pas (par exemple, pour fournir ou mettre à jour nos Services); et
4. vous nous avez donné votre consentement à cette fin.

### **Comment nous partageons vos données personnelles**

Nous partageons les données vous concernant conformément à ce qui suit, ou comme décrit dans cette Notice d'information sur le traitement des données personnelles:

- avec nos sous-traitants et autres prestataires de services, partenaires, fournisseurs ou vendeurs en relation avec les services qu'ils réalisent pour nous, y compris les agences de recouvrement des créances dans le cas de défaut de paiement de nos développeurs;
- si nous estimons de bonne foi que la divulgation est appropriée pour nous conformer à la loi, la réglementation ou à des procédures judiciaires (tels qu'une ordonnance du tribunal ou une assignation), y compris en ce qui concerne les requêtes des autorités policières ou d'autres autorités gouvernementales;
- si nous pensons que vos actions sont incompatibles avec nos contrats ou nos politiques, ou pour protéger les droits, la vie privée, la sécurité ou la propriété de Plaid ou d'autres parties;
- en relation avec un changement de propriété ou de contrôle de tout ou partie de notre entreprise (telle qu'une fusion, acquisition, restructuration ou faillite);
- entre Plaid et nos futures et actuelles sociétés mères, sociétés affiliées, filiales et autres sociétés sous contrôle et propriété commune; et
- avec votre consentement ou conformément à vos instructions.

Nous collectons également, utilisons et partageons des données agrégées, non identifiantes ou rendues anonymes pour toute finalité autorisée par la loi applicable.

Nous ne vendons pas et ne louons pas les données personnelles que nous collectons.

Au cours des 12 derniers mois, nous avons communiqué les catégories de données personnelles suivantes à des fins commerciales, aux catégories de destinataires suivantes:

## PERSONNELLES

- Identifiants
- Informations financières
- Informations commerciales
- Données de localisation
- Données professionnelles
- Données des activités des réseaux électroniques
- Données inférées

## LESQUELLES DES DONNÉES PERSONNELLES PEUVENT ÊTRE PARTAGÉES

- Fournisseurs de services d'analyse
- Prestataires de recherches et d'enquêtes auprès des utilisateurs
- Fournisseurs d'outils de collaboration et de communication internes
- Fournisseurs de services de courrier électronique
- Prestataires de gestion de la relation client et de services de vente et de marketing
- Gestion d'événements et fournisseurs d'hébergement
- Fournisseurs de services d'assistance à la clientèle
- Fournisseurs de services de génération de prospects
- Prestataires de services de gestion de documents
- Fournisseurs de stockage dans le cloud et d'entreposage de données
- Prestataires de services de paiement
- Prestataires de services de sécurité, de vérification d'identité et de prévention de la fraude
- Prestataires de services de développement de logiciels
- Partenaires, co-contractants et consultants en rapport avec les services qu'ils fournissent pour nous
- Conseillers professionnels
- Entités du groupe Plaid
- Tiers lorsque la loi l'exige, par exemple les autorités policières ou d'autres autorités gouvernementales

# Autres informations

## **Publicité et services d'analyse fournis par d'autres**

Nous permettons à des tiers de fournir des services d'analyse et de diffuser des publicités en notre nom sur Internet, y compris Google Analytics. Ces entités utilisent des cookies, des balises web et d'autres technologies pour collecter des données sur votre utilisation des Services et autres sites web et services en ligne, y compris votre adresse IP, navigateur web, pages visitées, temps passé sur la page, liens sur lesquels vous cliquez et données de conversion. Ces informations sont utilisées par Plaid et ces tiers pour notamment analyser et suivre les données, déterminer la popularité de certains contenus, diffuser des publicités et contenus ciblés selon vos intérêts, sur nos Services et d'autres sites web et services en ligne, et pour mieux comprendre votre activité en ligne.

Pour obtenir davantage d'informations sur les publicités basées sur l'intérêt, veuillez consulter le site suivant [www.aboutads.info/choices](http://www.aboutads.info/choices) (<http://www.aboutads.info/choices>); le site de l' [Association européenne pour la publicité numérique](http://www.youronlinechoices.eu/) (<http://www.youronlinechoices.eu/>) (pour les utilisateurs européens); ou [l'Alliance de publicité numérique du Canada](https://youradchoices.ca/) (<https://youradchoices.ca/>) (pour les utilisateurs canadiens). Pour obtenir davantage d'informations sur la façon dont Google utilise vos données, veuillez consulter le site suivant [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/) (<http://www.google.com/policies/privacy/partners/>). Vous trouverez plus d'informations sur la façon dont nous utilisons les cookies et sur vos choix en la matière dans notre [Politique relative aux cookies \(politique-relative-aux-cookies\)](#).

## **Transferts internationaux de données personnelles et conservation des données personnelles**

Nous transférons les données que nous collectons sur vous au-delà des frontières internationales, notamment de l'EEE ou du Royaume-Uni vers les États Unis, pour les finalités de traitement et d'hébergement. Dans la mesure où les données que nous collectons sur vous sont transférées depuis l'EEE ou le Royaume-Uni vers des territoires ou des pays pour lesquels la Commission européenne ou le Secrétaire d'Etat Britannique (si applicable) n'a pas décidé que leur cadre juridique fournit un niveau de protection adéquat des droits et libertés des individus pour leurs données personnelles, nous pouvons transférer ces données conformément aux lois applicables en matière de protection des données, sur la base d'une évaluation préalable du niveau de protection des données offert dans le cadre du transfert, y compris par l'utilisation des clauses contractuelles types approuvées par la Commission européenne ou le Secrétaire d'Etat Britannique (si applicable), si nécessaire en combinaison avec des mesures supplémentaires de protection. Vous pouvez demander une copie de ces clauses contractuelles types en nous contactant comme précisé ci-dessous.

Si vous résidez dans l'EEE ou au Royaume-Uni, nous conservons vos données personnelles pendant une durée qui n'excède pas celle nécessaire à l'objectif pour lequel elles ont été collectées, à moins qu'une période de conservation plus longue soit requise en vertu de la loi applicable.

## **Vos choix**

- **Données sur le compte du développeur.** Vous pouvez mettre à jour les données que vous nous fournissez dans le cadre de votre compte de développeur en ligne en vous connectant à votre compte ou en nous contactant.
- **Cookies.** Vous pouvez trouver davantage d'informations au sujet de notre utilisation des cookies et des choix que vous pouvez faire dans notre [Politique relative aux cookies \(#politique-relative-aux-cookies\)](#).
- **Communications marketing.** Vous pouvez choisir d'accepter ou de refuser de recevoir des e-mails de marketing de la part de Plaid en suivant les instructions figurant dans ces e-mails. Si vous vous désabonnez et êtes l'un de nos développeurs, sous réserve des limitations et exceptions prévues par la loi, nous pouvons toujours vous envoyer d'autres types d'e-mails, comme ceux concernant votre compte ou nos relations commerciales en cours.

## Vos droits à la protection de vos données personnelles

Selon votre juridiction, vous disposez de certains droits en vertu de la loi applicable relatifs aux données personnelles que nous traitons, qui peuvent inclure le droit d'accès ou d'effacement.

Dans certaines juridictions y compris dans l'EEE et au Royaume-Uni et sous réserve de certaines limitations et exceptions, vous pouvez avoir le droit de: (i) savoir comment nous traitons vos données personnelles; (ii) demander l'accès à vos données personnelles ou leur rectification; (iii) vous opposer à leur traitement ou demander que nous restreignions le traitement de vos données personnelles; (iv) demander que nous effacions vos données personnelles; (v) nous demander de fournir les données personnelles que vous nous avez fournies dans un format structuré, couramment utilisé et lisible par machine, pour les transmettre à un autre responsable du traitement; (vi) retirer votre consentement à tout moment si le traitement est basé sur votre consentement; (vii) déposer une plainte devant l'autorité de protection des données (si vous êtes dans l'EEE, veuillez-vous référer au lien suivant [https://edpb.europa.eu/about-edpb/board/members\\_fr](https://edpb.europa.eu/about-edpb/board/members_fr)), et si vous êtes au Royaume-Uni, veuillez-vous référer au lien suivant [www.ico.org.uk](http://www.ico.org.uk) pour les coordonnées de contact).

Si vous êtes résident de Californie, sous réserve des limitations et exceptions prévues par la loi, vous avez le droit de (i) demander l'accès à des catégories et aux éléments spécifiques des informations personnelles collectées à votre sujet au cours des douze derniers mois (y compris les informations personnelles divulguées à des fins professionnelles); (ii) demander la suppression de vos informations personnelles; (iii) vous opposer à toute vente de vos informations personnelles si une entreprise vend vos données et (iv) ne pas faire l'objet de discrimination dans l'exercice de ces droits.

Comme décrit ci-dessus dans la partie « Vos choix », si vous êtes l'un de nos développeurs, vous pouvez facilement accéder aux données de votre compte en ligne en vous connectant à votre compte ou en nous contactant. Pour exercer vos droits en matière de protection des données, le cas échéant, veuillez nous contacter comme décrit à la section « Contacter Plaid » ci-dessous. Il peut vous être demandé de fournir des informations supplémentaires pour confirmer votre identité avant que nous répondions à votre demande.

Si nous recevons votre requête par le biais d'un représentant autorisé, nous nous réservons le droit de demander la preuve que vous avez fourni une procuration à ce représentant ou que celui-ci dispose d'une autorisation écrite valide pour soumettre des requêtes d'exercice de droits en votre nom. Si vous êtes un représentant autorisé cherchant à faire une demande, veuillez nous contacter comme décrit dans la section « Contacter Plaid » ci-dessous.

## **Modifications apportées à la présente notice**

Nous pouvons de temps à autres mettre à jour ou modifier cette Notice d'information sur le traitement des données personnelles. Si nous faisons des mises à jour ou apportons des modifications, nous vous informerons en mettant à jour la date d'entrée en vigueur en haut de cette notice. Nous pouvons également vous informer de toute modification par d'autres moyens, par exemple en plaçant un avis sur notre page d'accueil à l'adresse <https://plaid.com> (<https://plaid.com>) ou en vous envoyant un e-mail. Nous vous conseillons de consulter la Notice d'information sur le traitement des données personnelles chaque fois que vous accédez aux Services ou interagissez avec nous afin de rester informé(e) de nos pratiques relatives aux données et sur les choix qui s'offrent à vous.

## **Contacter Plaid**

Si vous avez des questions au sujet de cette Notice d'information sur le traitement des données personnelles ou de nos pratiques relative aux données personnelles plus généralement, veuillez nous contacter à [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>) ou par e-mail à:

*Si vous résidez en dehors de l'EEE ou du Royaume Uni:*

Plaid Inc.  
A l'attention de: Legal  
PO Box 7775 #35278  
San Francisco, Californie 94120-7775, U.S.A.

*Si vous résidez au Royaume-Uni:*

Plaid Financial Ltd.  
A l'attention de: Legal  
New Penderel House, 4th Floor  
283-288 High Holborn  
Londres, Royaume-Uni, WC1V 7HP

*Si vous résidez au sein de l'EEE:*

Plaid, B.V.  
A l'attention de: Legal  
Muiderstraat 1  
1011PZ Amsterdam  
Pays-Bas

# Privacyverklaring

Available languages:

- [Deutsch - Datenschutzerklärung \(#datenschutzerklärung\)](#)
- [English - Privacy Statement \(#privacy-statement\)](#)
- [Español - Declaración de privacidad \(#declaración-de-privacidad\)](#)
- [Française - Notice d'information sur le traitement des données personnelles \(#notice-d-information-sur-le-traitement-des-données-personnelles\)](#)

Datum inwerkingtreding: 22 Februari 2022

Hartelijk dank dat u Plaid gebruikt!

Deze Privacyverklaring legt uit hoe Plaid Inc. en Plaid B.V. (gezamenlijk aangeduid als ‘Plaid’, ‘wij/we’, ‘ons/onze’) gegevens over u verzamelen, gebruiken en delen in verband met uw toegang tot of gebruik van de websites, producten en diensten van Plaid (gezamenlijk aangeduid als ‘Diensten’), evenals andere gegevens die wij verzamelen uit uw interacties met ons, behalve voor zover uiteengezet in de onderstaande paragraaf. Wij hopen dat u de tijd wilt nemen om deze Privacyverklaring zorgvuldig door te nemen.

NB Deze Privacyverklaring is niet van toepassing op de gegevens die wij verzamelen over de eindgebruikers van softwareapplicaties van onze ontwikkelaars en evenmin indien u op andere wijze uw financiële rekeningen koppelt via Plaid, behalve als anderszins voorzien in deze Privacyverklaring. Indien u een eindgebruiker bent van applicaties van een van onze ontwikkelaars of uw financiële rekening heeft gekoppeld via Plaid, raadpleeg dan ons [Privacybeleid voor eindgebruikers \(#privacybeleid-voor-eindgebruikers\)](#).

*Spring naar onderdeel:*

[Hoe wij omgaan met gegevens \(#hoe-wij-omgaan-met-gegevens-privacyverklaring\).](#)

- [Informatie die we verzamelen en categorieën bronnen \(#informatie-die-we-verzamelen-en-categorieën-bronnen-privacyverklaring\)](#)
- [Hoe we uw gegevens gebruiken \(#hoe-we-uw-gegevens-gebruiken-privacyverklaring\)](#)
- [Onze rechtsgronden voor verwerking \(uitsluitend voor EER en VK\) \(#onze-rechtsgronden-voor-verwerking-privacyverklaring\)](#)
- [Hoe wij uw gegevens delen \(#hoe-wij-uw-gegevens-delen-privacyverklaring\)](#)

[Verdere informatie \(#verdere-informatie-privacyverklaring\).](#)

- [Door derden geleverde advertentie- en analysesdiensten \(#door-derden-geleverde-advertentie-en-analysesdiensten-privacyverklaring\)](#)
- [Internationale gegevensdoorgifte en gegevensbewaring \(#internationale-gegevensdoorgifte-en-gegevensbewaring-privacyverklaring\)](#)
- [Uw keuzes \(#uw-keuzes-privacyverklaring\)](#)
- [Uw gegevensbeschermingsrechten \(#uw-gegevensbeschermingsrechten-privacyverklaring\)](#)
- [Wijzigingen in deze Verklaring \(#wijzigingen-in-dit-beleid-privacyverklaring\)](#)
- [Contact opnemen met Plaid \(#contact-opnemen-met-plaid-privacyverklaring\)](#)

## Hoe wij omgaan met gegevens

### **Informatie die we verzamelen en categorieën bronnen**

Zoals hieronder in meer detail wordt uitgelegd, heeft Plaid identificatiegegevens, gegevens over activiteiten op elektronische netwerken, beroepsgerelateerde gegevens, locatiegegevens en andere soorten gegevens verzameld.

**Gegevens die u rechtstreeks aan Plaid verstrekt.** Wij verzamelen de gegevens die u rechtstreeks aan ons verstrekt, bijvoorbeeld wanneer u een ontwikkelaarsaccount aanmaakt, uw profiel bijwerkt, ons contactformulier invult, zich aanmeldt voor onze e-mails, om klantenondersteuning verzoekt, zich inschrijft voor facturering, een dienstenovereenkomst uitvoert, een compliance vragenlijst invult of anderszins met ons communiceert. De door ons verzamelde soorten gegevens omvatten onder meer identificatiegegevens (zoals volledige naam, e-mailadres, postadres, telefoonnummer, rijbewijsnummer of ander overheids-ID en burgerservicenummer), beroepsgerelateerde gegevens (zoals bedrijfs- en functienaam) en andere gegevens die u ons wilt verstrekken (zoals geboortedatum of persoonsgegevens die u ons eventueel verstrekt in ondersteuningsgerelateerde berichten).

Wanneer we uw identiteit verifiëren om onze Diensten te gebruiken, kunnen we, naast de informatie die u rechtstreeks aan Plaid verstrekt, standaard trackingtechnologieën gebruiken om apparaatinformatie en de frequentie van interactie met onze Diensten te verzamelen en kunnen we ook gezichts- of videobeelden verzamelen. Als we gezichts- of videobeelden verzamelen om uw identiteit te verifiëren, kunnen deze beelden gevolgtrekkingen of speciale gegevenscategorieën over u onthullen. We kunnen ook gebruikmaken van twee-factorauthenticatie om ervoor te zorgen dat de persoon die informatie verstrekt, in het bezit is van het telefoonnummer dat aan die identiteit is gekoppeld.

**Gegevens die wij ontvangen wanneer u onze technologie test.** U kunt ons inloggegevens van uw bankrekening of andere financiële rekeningen verschaffen tijdens het testen en beoordelen van hoe onze technologie in uw applicatie zal verschijnen en werken. Als u onze technologie op die manier test, verzamelen wij gegevens op de manier die is beschreven in ons [Privacybeleid voor eindgebruikers \(#privacybeleid-voor-eindgebruikers\)](#).

**Informatie die we verzamelen wanneer u onze Diensten gebruikt.** Wanneer u onze Diensten gebruikt, verzamelen wij automatisch gegevens over u, als volgt:

- **Inloggegevens:** wij verzamelen logbestanden wanneer u onze Diensten gebruikt, waaronder identificatiegegevens en gegevens over activiteiten op elektronische netwerken, zoals welk type browser u gebruikt, toegangstijden, bezochte pagina's en uw IP-adres.
- **Locatie bij benadering:** uit uw IP-adres leiden wij af waar het apparaat dat u gebruikt voor toegang tot onze Diensten zich bij benadering bevindt.
- **Gegevens verzameld door cookies en andere trackingtechnologie:** wij gebruiken verschillende technologieën, zoals cookies en webbakens, om identificatiegegevens en gegevens over activiteiten op elektronische netwerken te verzamelen wanneer u onze Diensten gebruikt. Cookies zijn kleine gegevensbestanden die door uw webbrowser op uw harde schijf of in het geheugen van uw apparaat worden geplaatst. Wij gebruiken cookies om onze Diensten en uw ervaring te verbeteren, het gebruik vast te stellen van onderdelen en functies van onze Diensten en potentieel schadelijk gedrag te volgen en ontdekken. Webbakens zijn elektronische afbeeldingen die we gebruiken in onze Diensten en e-mails om cookies te plaatsen, aantallen bezoeken te tellen en inzicht te krijgen in gebruik en de effectiviteit van campagnes. Voor meer informatie over hoe we cookies gebruiken en welke keuzes u in dat verband heeft, verwijzen we graag naar ons [Cookiebeleid \(#cookiebeleid\)](#).

**Gegevens die we uit andere bronnen verzamelen.** Wij verzamelen ook gegevens over u uit andere bronnen. Zo kunnen we gegevens verzamelen via andere leden van uw bedrijf en via leveranciers die ons helpen bij het vinden van nieuwe klanten. Dergelijke gegevens omvatten onder meer identificatiegegevens, zoals uw naam, uw e-mailadres en de URL van uw profiel op sociale media.

## Hoe we uw gegevens gebruiken

We gebruiken de verzamelde gegevens voor de volgende zakelijke en commerciële doeleinden:

- voor het exploiteren, verbeteren en ontwikkelen van onze Diensten;
- om uw identiteit en die van andere leden van uw bedrijf te verifiëren;
- om ontwikkelaars te factureren voor onze Diensten en om overboekingen te doen;
- voor het naleven van wetgeving, bijvoorbeeld in het kader van belastingaangifte;
- om u technische meldingen, updates, beveiligingswaarschuwingen en administratieve berichten te sturen;
- om te reageren op uw opmerkingen, vragen en verzoeken om inlichtingen of klantenservice;
- om uw ervaring met onze Diensten persoonlijker te maken;
- om met u te communiceren over producten, diensten, aanbiedingen en gebeurtenissen die worden aangeboden of gesponsord door Plaid en om u te voorzien van nieuws en andere informatie die mogelijk interessant voor u kan zijn;

- voor het monitoren en analyseren van trends, gebruik en activiteiten in verband met onze Diensten;
- voor het opsporen en voorkomen van fraude, kwaadaardige activiteiten en andere illegale praktijken;
- ter bescherming van de rechten, privacy, veiligheid en eigendommen van Plaid en anderen; en
- voor andere doeleinden die u werden gemeld tijdens het verzamelen van de gegevens.

### **Onze rechtsgronden voor verwerking (uitsluitend voor EER en VK)**

Onze rechtsgrond voor de verwerking van gegevens die we verzamelen over personen in de Europese Economische Ruimte ('EER') of het Verenigd Koninkrijk ('VK') hangt af van de betreffende gegevens en de context waarin we die hebben verzameld of verwerkt. In het algemeen zullen we echter uitsluitend gegevens verzamelen en verwerken als volgt:

1. om te voldoen aan onze verantwoordelijkheden en verplichtingen uit een contract of overeenkomst met u;
2. om te voldoen aan onze wettelijke verplichtingen volgens toepasselijk recht;
3. indien de verwerking noodzakelijk is in verband met onze gerechtvaardigde belangen, en uw gegevensbeschermingsrechten of fundamentele rechten en vrijheden niet zwaarder wegen dan die belangen (bijvoorbeeld om onze diensten te kunnen verlenen of actualiseren); en
4. indien u ons daartoe toestemming heeft gegeven.

### **Hoe wij uw gegevens delen**

Wij delen uw gegevens als volgt of als anderszins beschreven in deze Privacyverklaring:

- met onze gegevensverwerkers en andere dienstverleners, partners, contractanten of leveranciers in verband met de diensten die zij voor ons verrichten, waaronder incassobedrijven in geval van achterstallige betalingen door onze ontwikkelaars;
- indien wij van mening zijn dat bekendmaking gepast is in het kader van naleving van toepasselijke wet- of regelgeving of een juridische procedure (zoals een gerechtelijk bevel of dagvaarding), onder meer in verband met verzoeken van wetshandhavings- of andere overheidsinstanties;
- indien wij van mening zijn dat uw handelingen in strijd zijn met onze afspraken of ons beleid, of ter bescherming van de rechten, privacy, veiligheid of eigendommen van Plaid of anderen;
- in verband met een wijziging in de eigendom van of zeggenschap over het geheel of een deel van onze onderneming (zoals een fusie, overname, reorganisatie of faillissement);
- tussen en binnen Plaid en onze huidige en toekomstige moedermaatschappij, gelieerde entiteiten, dochtermaatschappijen en andere bedrijven onder gezamenlijke zeggenschap of eigendom; en
- met uw toestemming of op uw aanwijzing.

Wij verzamelen, gebruiken en delen eveneens geaggregeerde, onherkenbaar gemaakte of geanonimiseerde gegevens voor elk ingevolge toepasselijk recht toegestaan doel.

Persoonsgegevens die wij verzamelen, worden door ons niet verkocht of verhuurd.

In de afgelopen 12 maanden hebben wij voor zakelijke doeleinden de onderstaande categorieën persoonsgegevens bekendgemaakt aan de volgende categorieën ontvangers:

**CATEGORIEËN PERSOONSGEGEVENS**

- Identificatiegegevens
- Financiële gegevens
- Commerciële gegevens
- Locatiegegevens
- Beroepsgerelateerde gegevens
- Gegevens over activiteiten op elektronische netwerken
- Gevolgtrekkingen

**CATEGORIEËN PARTIJEN MET WIE  
PERSOONSGEGEVENS KUNNEN WORDEN  
GEDEELD**

- Aanbieders van analysediensten
- Aanbieders van gebruiksonderzoek en enquêtes
- Aanbieders van interne samenwerkings- en communicatietools
- Aanbieders van e-maildiensten
- Aanbieders van klantenrelatiebeheer en sales enablement
- Aanbieders van evenementenbeheer en -hosting
- Aanbieders van klantenondersteuningsdiensten
- Aanbieders van leadgeneratie
- Aanbieders van documentbeheerdiensten
- Aanbieders van cloudopslag en datawarehousing
- Aanbieders van betaaldiensten
- Aanbieders van fraudebestrijding, identiteitsverificatie en beveiligingsdiensten
- Aanbieders van softwareontwikkelingsdiensten
- contractanten en adviseurs in verband met de diensten die zij voor ons verrichten
- Professionele adviseurs
- Entiteiten van de Plaid-groep
- Externe partijen indien daartoe een wettelijke verplichting bestaat, bijvoorbeeld aan

## Verdere informatie

### **Door derden geleverde advertentie- en analysediensten**

Wij staan derden toe om analysediensten te verlenen en namens ons advertenties aan te bieden op het internet, waaronder Google Analytics. Deze entiteiten gebruiken cookies, webbakens en andere technologieën om gegevens te verzamelen over uw gebruik van de Diensten en andere websites en onlinediensten, waaronder uw IP-adres, webbrowser, bezochte pagina's, hoeveel tijd werd doorgebracht op pagina's, op welke links werd geklikt en conversiegegevens. De gegevens worden door Plaid en dergelijke derden onder meer gebruikt om gegevens te analyseren en te volgen, om de populariteit van bepaalde inhoud te kunnen vaststellen, om op onze Diensten en andere websites en onlinediensten advertenties en inhoud aan te bieden die zijn gericht op uw interesses en om meer inzicht te krijgen in uw onlineactiviteit.

Voor meer informatie over op interesses gerichte advertenties, bezoekt u [www.aboutads.info/choices](http://www.aboutads.info/choices) (<http://www.aboutads.info/choices>); de [European Interactive Digital Advertising Alliance](https://www.youronlinechoices.com/nl/) (<https://www.youronlinechoices.com/nl/>) (voor Europese gebruikers), of de [Digital Advertising Alliance of Canada](https://youradchoices.ca/) (<https://youradchoices.ca/>). (voor Canadese gebruikers). Voor meer informatie over hoe Google uw gegevens gebruikt, bezoekt u <https://policies.google.com/technologies/partner-sites?hl=nl> (<https://policies.google.com/technologies/partner-sites?hl=nl>). Meer informatie over hoe wij cookies gebruiken en uw desbetreffende keuzes vindt u in ons [Cookiebeleid \(#cookiebeleid\)](#).

### **Internationale gegevensdoorgifte en gegevensbewaring**

De gegevens die we over u verzamelen, worden voor verwerkings- en opslagdoeleinden doorgegeven over internationale grenzen heen, waaronder vanuit de EER of het VK naar de Verenigde Staten. Voor zover de gegevens die we over u verzamelen worden doorgegeven vanuit de EER of het VK naar grondgebieden/landen waarvoor de Europese Commissie of de Britse bevoegde minister (naargelang van toepassing) niet heeft vastgesteld dat het juridisch kader in dat grondgebied/land adequate bescherming biedt voor de rechten en vrijheden van personen wat betreft hun persoonsgegevens, kunnen wij dergelijke gegevens doorgeven overeenkomstig toepasselijke gegevensbeschermingswetgeving op basis van voorafgaande beoordeling van het niveau van gegevensbescherming dat in de context van de doorgifte wordt geboden, waaronder door gebruikmaking van de door de Europese Commissie of de Britse bevoegde minister (naargelang van toepassing) goedgekeurde standaardcontractbepalingen, waar nodig in combinatie met aanvullende waarborgen. U kunt een kopie van genoemde standaardcontractbepalingen aanvragen door contact met ons op te nemen zoals aangegeven onderaan deze Verklaring.

Indien u zich in de EER of het VK bevindt, worden uw persoonsgegevens niet langer bewaard dan nodig is voor de doeleinden waarvoor deze werden verzameld, tenzij volgens toepasselijk recht een langere bewaarperiode is vereist.

## **Uw keuzes**

- **Ontwikkelaarsaccountgegevens.** U kunt gegevens die u ons verstrekt als onderdeel van uw online ontwikkelaarsaccount, bijwerken door in te loggen op uw account of door contact met ons op te nemen.
- **Cookies.** Voor meer informatie over hoe we cookies gebruiken en welke keuzes u in dat verband heeft, verwijzen we graag naar ons [Cookiebeleid \(#cookiebeleid\)](#).
- **Marketingcommunicatie.** U kunt zich aan- of afmelden voor het ontvangen van marketinge-mails van Plaid door de aanwijzingen in dergelijke e-mails te volgen. Als u een van onze ontwikkelaars bent en zich afmeldt, kunnen wij u onder voorbehoud van in de wet vastgelegde beperkingen en uitzonderingen nog steeds andere soorten e-mails sturen, zoals over uw account of onze zakelijke relatie.

## **Uw gegevensbeschermingsrechten**

Afhankelijk van het rechtsgebied waarin u zich bevindt, heeft u ingevolge toepasselijke wetgeving bepaalde rechten ten aanzien van de persoonsgegevens die wij verwerken, waaronder mogelijk het recht om te verzoeken om inzicht in of wissing van gegevens.

In bepaalde rechtsgebieden, waaronder de EER en het VK, en onder voorbehoud van bepaalde beperkingen en uitzonderingen, heeft u mogelijk het recht: (i) om te weten hoe wij uw persoonsgegevens verwerken; (ii) om te verzoeken om inzage in of rectificatie van uw persoonsgegevens; (iii) om bezwaar te maken tegen of te verzoeken om beperking van de verwerking van uw persoonsgegevens; (iv) om te verzoeken om wissing van uw persoonsgegevens; (v) om te verzoeken dat wij u de persoonsgegevens die u ons heeft verschaft, verstrekken in een gestructureerde, gangbare en machineleesbare vorm, zodat u deze aan een andere verwerkingsverantwoordelijke kunt overdragen; (vi) om in de gevallen waarin onze verwerking is gebaseerd op uw toestemming, die toestemming op elk gewenst moment in te trekken en (vii) om een klacht in te dienen bij uw lokale toezichthoudende autoriteit (indien u zich in de EER bevindt, gaat u naar [https://edpb.europa.eu/about-edpb/board/members\\_nl](https://edpb.europa.eu/about-edpb/board/members_nl) ([https://edpb.europa.eu/about-edpb/board/members\\_nl](https://edpb.europa.eu/about-edpb/board/members_nl)) en als u zich in het VK bevindt, gaat u naar [www.ico.org.uk](http://www.ico.org.uk) ([https://ico.org.uk/](http://www.ico.org.uk)) voor contactgegevens).

Indien u een inwoner bent van Californië, heeft u onder voorbehoud van bepaalde in de wet vastgelegde beperkingen en uitzonderingen het recht: (i) om te verzoeken om inzage in de categorieën en specifieke persoonsgegevens die in de afgelopen twaalf maanden over u zijn verzameld (met inbegrip van persoonsgegevens die zijn bekendgemaakt voor zakelijke doeleinden); (ii) om te verzoeken om wissing van uw persoonsgegevens; (iii) om via een opt-outverzoek de verkoop van uw persoonsgegevens te doen staken indien een bedrijf uw gegevens verkoopt en (iv) om niet te worden gediscrimineerd voor het uitoefenen van deze rechten.

Zoals hierboven onder ‘Uw keuzes’ is uiteengezet, kunt u, als u een van onze ontwikkelaars bent, uw onlineaccountgegevens inzien door in te loggen op uw account. U kunt ook contact met ons opnemen. Voor elke andere uitoefening van uw gegevensbeschermingsrechten, naargelang van toepassing, verzoeken wij u contact met ons op te nemen zoals aangegeven in het onderdeel ‘Contact opnemen met Plaid’ onderaan deze Verklaring. Het kan zijn dat u aanvullende gegevens moet verstrekken om uw identiteit te bevestigen voordat wij op uw verzoek kunnen reageren.

Als wij uw verzoek ontvangen van een bevoegde gemachtigde, kunnen wij vragen om overlegging van bewijs dat u die gemachtigde een volmacht heeft gegeven of dat hij/zij anderszins beschikt over geldige schriftelijke bevoegdheid om namens u verzoeken in te dienen voor het uitoefenen van rechten. Indien u een bevoegde gemachtigde bent die een verzoek wenst in te dienen, neem dan contact met ons op volgens de beschrijving in het onderdeel ‘Contact opnemen met Plaid’ onderaan deze Verklaring.

## **Wijzigingen in deze Verklaring**

Deze Privacyverklaring kan van tijd tot tijd door ons worden gewijzigd of aangepast. Als aanpassingen of wijzigingen worden doorgevoerd, stellen wij u daarvan in kennis door de datum van inwerkingtreding bovenaan deze Verklaring aan te passen. Wij kunnen u ook op een andere manier van wijzigingen op de hoogte brengen, zoals door een kennisgeving te plaatsen op onze homepage op <https://plaid.com> (<https://plaid.com>) of door u een e-mail te sturen. Wij raden u aan deze Privacyverklaring steeds wanneer u de Diensten opent of anderszins contact met ons heeft, te bekijken om op de hoogte te blijven van onze gegevensverwerkingen en de keuzes die u ter beschikking staan.

## **Contact opnemen met Plaid**

Als u vragen heeft over deze Privacyverklaring of over hoe wij in het algemeen omgaan met gegevensbescherming, kunt u contact met ons opnemen via [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>) of een brief sturen naar:

*Indien u woonachtig bent buiten de EER of het VK:*

Plaid Inc.  
Attn: Legal  
PO Box 7775 #35278  
San Francisco, California 94120-7775, U.S.A.

*Indien u woonachtig bent in het VK:*

Plaid Financial Ltd.  
Attn: Legal  
New Penderel House, 4th Floor  
283-288 High Holborn  
London, United Kingdom, WC1V 7HP

*Indien u woonachtig bent in de EER:*

Plaid, B.V.  
T.a.v. Legal  
Muiderstraat 1  
1011 PZ Amsterdam  
Nederland

## Cookie Policy

Available languages:

- [Deutsch - Cookie-Richtlinie \(#cookie-richtlinie\)](#)
- [Español - Política de cookies \(#política-de-cookies\)](#)
- [Française - Politique relative aux cookies \(#politique-relative-aux-cookies\)](#)
- [Nederland - Cookiebeleid \(#cookiebeleid\)](#)

Effective Date: December 30, 2019

This Cookie Policy (“Policy”) explains how Plaid Inc. and its subsidiaries, including Plaid Financial Ltd. and Plaid, B.V., (collectively, “we”, “our”, or “us”), and trusted third parties, use cookies on our websites and other online services (collectively the “Services”), as well as your choices related to those cookies. Please review this Policy to learn more about the types of cookies we use, why we use them, and how you can control or limit the use of cookies.

To find out more about our privacy practices, please refer to our [End User Privacy Policy \(#end-user-privacy-policy\)](#) and our [Privacy Statement \(#privacy-statement\)](#).

*Jump to section:*

[What are cookies? \(#what-are-cookies\)](#)

[How We Use Cookies \(#how-we-use-cookies\)](#)

[Your Choices \(#your-choices-cookies\)](#)

[Changes to This Policy \(#changes-to-this-cookies-policy\)](#)

[Contacting Us \(#contacting-us-cookies\)](#)

### **What Are Cookies**

Cookies are small data files stored on your browser or device, which can be in the form of session cookies (which expire once you close your web browser) or persistent cookies (which stay on your browser for a set period of time or until you delete them). They generally contain information such as website preferences, user settings, and browsing history. This information helps us recognize you as you interact with or revisit our Services.

Cookies may be served by the entity that operates the website you are visiting ("first-party cookies") or by other companies ("third-party cookies"). For example, we use first-party cookies to remember your settings and preferences, such as language and location. We also integrate third-party analytics cookies, like Google Analytics, onto our websites to help us understand how you are using our websites so that we can improve them.

We also use other technologies that function similarly to cookies. For instance, we use web beacons (also called pixels), which are small images on a web page or in an email. Web beacons collect information about your browser or device and can set cookies. In addition, we use local storage, which allows data to be stored locally on your browser or device.

## **How We Use Cookies**

We use cookies for a number of reasons, like helping us determine the popularity of certain content, improving our Services and your experience, and to better understand your online activity. The cookies we use generally fall into one or more of the following categories:

### **C A T E G O R Y   O F   C O O K I E S**

### **H O W   W E   U S E   T H E S E   C O O K I E S**

## CATEGORY OF COOKIES

### HOW WE USE THESE COOKIES

#### Essential

These cookies are strictly necessary for our Services to function properly. Some of our Services depend on these cookies and may not work properly, or at all, if they are disabled.

#### Security

We use these cookies to help identify and mitigate potential security risks.

#### Preferences

We use these cookies to remember your settings and preferences, such as language and location, when you use our Services.

#### Analytics

We use these cookies to better understand how you interact with our Services so that we can improve them.

For example, we may use these cookies to determine if you have interacted with certain content or features. We can also use these cookies to learn more about which features are the most popular with our users and where we may need to make improvements.

#### Advertising

We and our trusted advertising partners use these cookies to display advertisements, to make advertisements more relevant to visitors to our websites, and to track the efficiency of any advertising campaigns, both on our Services and on other websites.

## Your Choices

You have the right to choose whether or not to accept cookies. However, since cookies can be an important part of how our Services work, if you remove or reject cookies, this could affect the availability and functionality of our Services.

Below are some options to control or limit how cookies are used on our Services:

- You can usually manage settings to remove or reject browser cookies manually within your browser's configuration settings. To manage these settings, please follow the instructions given by your browser.
- To prevent your data from being used by Google Analytics, you can install [Google's opt-out browser add-on](https://tools.google.com/dlpage/gaoptout) (<https://tools.google.com/dlpage/gaoptout>).
- For information on how our advertising partners may allow you to opt out of receiving ads based on your web browsing history, please visit <http://optout.aboutads.info/> (<http://optout.aboutads.info/>). In addition, European users should visit [European Interactive Digital Advertising Alliance](http://www.youronlinechoices.eu/) (<http://www.youronlinechoices.eu/>) and Canadian users should visit [Digital Advertising Alliance of Canada](https://youradchoices.ca/) (<https://youradchoices.ca/>) to learn more about how to opt out of receiving these types of ads.

## **Changes to This Policy**

We may update or change the cookies (or similar technologies) we use from time to time. The most up-to-date version of this Policy will be posted on our website at <https://plaid.com/legal> (<https://plaid.com/legal>), and if we make any changes, we will update the effective date at the top of the Policy. We recommend that you check back periodically for any changes.

## **Contacting Us**

If you have any questions about our use of cookies or this Policy, you can contact us at [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>).

## **Cookie-Richtlinie**

Verfügbare Sprachen:

- [English - Cookie Policy \(#cookie-policy\)](#)
- [Español - Política de cookies \(#política-de-cookies\)](#)
- [Française - Politique relative aux cookies \(#politique-relative-aux-cookies\)](#)
- [Nederland - Cookiebeleid \(#cookiebeleid\)](#)

Datum des Inkrafttretens: 30. Dezember 2019

In dieser Cookie-Richtlinie (die „Richtlinie“) wird erläutert, wie Plaid Inc. und seine Tochtergesellschaften, einschließlich Plaid Financial Ltd. und Plaid, B.V. (zusammen „wir“, „unser“ oder „uns“), und zuverlässige Dritte Cookies auf unseren Websites und anderen Online-Diensten

(zusammen die „Dienste“) einsetzen, und welche Möglichkeiten Sie in Bezug auf diese Cookies haben. Lesen Sie bitte diese Richtlinie, um mehr über die Arten von Cookies zu erfahren, die wir einsetzen, warum wir sie einsetzen und wie Sie die Verwendung von Cookies kontrollieren oder einschränken können.

Weitere Informationen über unsere Datenschutzpraktiken finden Sie in unserer [Datenschutzrichtlinie für Endnutzer \(#datenschutzrichtlinie-für-endnutzer\)](#) und in unserer [Datenschutzerklärung \(#datenschutzerklärung\)](#).

Zum Abschnitt springen:

[Was sind Cookies? \(#was-sind-cookies-cookie-richtlinie\)](#)

[Wie wir Cookies verwenden \(#wie-wir-cookies-verwenden-cookie-richtlinie\)](#)

[Ihre Wahlmöglichkeiten \(#ihre-wahlmöglichkeiten-cookie-richtlinie\)](#)

[Änderungen an dieser Richtlinie \(#anderungen-an-dieser-richtlinie-cookie-richtlinie\)](#)

[Kontaktieren Sie uns \(#kontakteieren-sie-uns-cookie-richtlinie\)](#)

## **Was sind Cookies?**

Cookies sind kleine Datendateien, die in Ihrem Browser oder auf Ihrem Gerät gespeichert werden. Sie können in Form von Session-Cookies (die ablaufen, sobald Sie Ihren Webbrowser schließen) oder als permanente Cookies (die für einen bestimmten Zeitraum oder bis zu ihrer Löschung in Ihrem Browser gespeichert bleiben) vorliegen. Sie enthalten in der Regel Informationen wie Website-Präferenzen, Benutzereinstellungen und den Browserverlauf. Anhand dieser Informationen können wir Sie erkennen, wenn Sie mit unseren Diensten in Kontakt treten oder diese erneut besuchen.

Cookies können entweder von dem Unternehmen, das die von Ihnen besuchte Website betreibt („Erstanbieter-Cookies“) oder von anderen Unternehmen („Drittanbieter-Cookies“) gesetzt werden. Wir nutzen beispielsweise Erstanbieter-Cookies, um Ihre Einstellungen und Präferenzen, wie Sprache und Standort, zu speichern. Wir binden auch Analyse-Cookies von Drittanbietern, wie z. B. Google Analytics, in unsere Websites ein, um zu erfahren, wie Sie unsere Websites nutzen, damit wir sie verbessern können.

Außerdem verwenden wir andere Technologien, die ähnlich wie Cookies funktionieren. So setzen wir beispielsweise Web-Beacons (auch Pixel genannt) ein, d. h. kleine Bilder auf einer Webseite oder in einer E-Mail. Web Beacons erfassen Informationen über Ihren Browser oder Ihr Gerät und können Cookies setzen. Darüber hinaus benutzen wir die lokale Speicherung, mit der Daten lokal auf Ihrem Browser oder Gerät gespeichert werden können.

## **Wie wir Cookies verwenden**

Die Verwendung von Cookies erfolgt aus verschiedenen Gründen, z. B. um die Beliebtheit bestimmter Inhalte zu ermitteln, um unsere Dienste und Ihr Erlebnis zu verbessern und um Ihre Online-Aktivitäten besser zu verstehen. Die von uns verwendeten Cookies fallen im Allgemeinen in eine oder mehrere

der folgenden Kategorien:

## COOKIE - KATEGORIE

### WIE WIR DISESE COOKIES VERWENDEN

#### Erforderlich

Diese Cookies sind für das ordnungsgemäße Funktionieren unserer Dienste unbedingt erforderlich. Ein Teil unserer Dienste hängt von diesen Cookies ab und funktioniert möglicherweise nicht richtig oder gar nicht, wenn die Cookies deaktiviert sind. Zudem verwenden wir diese Cookies, um potenzielle Sicherheitsrisiken zu erkennen und zu mindern.

#### Präferenzen

Wir nutzen diese Cookies, um Ihre Einstellungen und Präferenzen, wie Sprache und Standort, zu speichern, wenn Sie unsere Dienste in Anspruch nehmen.

#### Analytik

Wir verwenden diese Cookies, um ein besseres Verständnis dafür zu bekommen, wie Sie unsere Dienste nutzen, damit wir sie verbessern können. Wir können diese Cookies zum Beispiel einsetzen, um festzustellen, ob Sie bestimmte Inhalte oder Funktionen genutzt haben.

Wir können mit Hilfe dieser Cookies auch mehr darüber erfahren, welche Funktionen bei unseren Nutzern am beliebtesten sind und wo wir eventuell Verbesserungen vornehmen müssen.

#### Werbung

Wir und unsere zuverlässigen Werbepartner verwenden diese Cookies, um Werbung anzuzeigen, um die Werbung für die Besucher unserer Websites relevanter zu gestalten und um die Effektivität von Werbeaktionen sowohl auf unseren Diensten als auch auf anderen Websites zu verfolgen.

## Ihre Wahlmöglichkeiten

Sie können selbst entscheiden, ob Sie nicht-erforderliche Cookies akzeptieren möchten oder nicht. Da Cookies jedoch ein wichtiger Bestandteil der Funktionsweise unserer Dienste sein können, kann das Löschen oder Ablehnen von Cookies die Verfügbarkeit und Funktionalität unserer Dienste

einschränken.

Nachstehend finden Sie einige Optionen, mit denen Sie die Verwendung von Cookies in unseren Diensten kontrollieren oder einschränken können:

- Normalerweise können Sie in den Konfigurationseinstellungen Ihres Browsers die Einstellungen zum Entfernen oder Ablehnen von Browser-Cookies manuell festlegen. Um diese Einstellungen zu ändern, müssen Sie die Anweisungen Ihres Browsers befolgen.
- Wenn Sie verhindern möchten, dass Ihre Daten von Google Analytics verwendet werden, können Sie das Opt-Out-Browser-Add-on von Google (<https://tools.google.com/dlpage/gaoptout?hl=nl>) installieren.
- Hinweise dazu, wie unsere Werbepartner es Ihnen ermöglichen können, den Erhalt von Werbung auf der Grundlage Ihres Browserverlaufs zu unterbinden, finden Sie unter <http://optout.aboutads.info/> (<http://optout.aboutads.info/>). Darüber hinaus können europäische Nutzer die European Interactive Digital Advertising Alliance (<http://www.youronlinechoices.eu/>) und kanadische Nutzer die Digital Advertising Alliance of Canada (<https://youradchoices.ca/>) besuchen, um mehr darüber zu erfahren, wie man diese Art von Werbung ablehnen kann.

## **Änderungen an dieser Richtlinie**

Wir können die Cookies (oder ähnliche Technologien), die wir verwenden, von Zeit zu Zeit aktualisieren oder ändern. Die jeweils aktuellste Version dieser Richtlinie wird auf unserer Website unter <https://plaid.com/legal> (<https://plaid.com/legal>) veröffentlicht. Sollten wir Änderungen vornehmen, werden wir das jeweilige Datum des Inkrafttretens oben in der Richtlinie aktualisieren. Wir empfehlen Ihnen, in regelmäßigen Abständen nachzusehen, ob es Änderungen gibt.

## **Kontaktieren Sie uns**

Bei Fragen zu unserer Verwendung von Cookies oder dieser Richtlinie wenden Sie sich bitte unter [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>) an uns.

## Política de cookies

Available languages:

- [Deutsch - Cookie-Richtlinie \(#cookie-richtlinie\)](#).
- [English - Cookie Policy \(#cookie-policy\)](#).
- [Française - Politique relative aux cookies \(#politique-relative-aux-cookies\)](#).
- [Nederland - Cookiebeleid \(#cookiebeleid\)](#).

Fecha de entrada en vigor: 30 de diciembre de 2019

Esta política de cookies (la “Política”) explica cómo Plaid Inc. y sus filiales, incluida Plaid Financial Ltd. y Plaid, B.V., (en su conjunto, “nosotros”, “nuestro”, “nos” o expresiones análogas) y los terceros de confianza utilizan cookies en nuestros sitios web y otros servicios online (en su conjunto, los “Servicios”), así como las opciones que usted tiene con relación a dichas cookies. Le recomendamos que lea esta Política para saber más sobre los tipos de cookies que utilizamos, por qué las usamos y cómo puede controlar o limitar su uso.

Para conocer mejor nuestras prácticas de privacidad, consulte nuestra [Política de privacidad aplicable al usuario final \(#política-de-privacidad-aplicable-al-usuario-final\)](#) and our [Declaración de privacidad \(#declaración-de-privacidad\)](#).

*Ir a la sección:*

[¿Qué son las cookies? \(#qué-son-las-cookies\)](#)

[Cómo usamos las cookies \(#cómo-usamos-las-cookies\)](#)

[Sus opciones \(#sus-opciones-cookies\)](#)

[Cambios en esta política \(#cambios-en-esta-política-cookies\)](#)<sup>1</sup>

[Contacto \(#contacto-cookies\)](#)

## **¿Qué son las cookies?**

Las cookies son pequeños archivos de datos que se almacenan en su navegador o dispositivo, pueden ser cookies de sesión (caducan cuando se cierra el navegador web) o cookies persistentes (permanecen en el navegador durante el plazo predeterminado o hasta que se borran). Suelen contener información relativa a las preferencias del sitio web, los ajustes del usuario y el historial de navegación. Esta información nos ayuda a reconocerle cuando interactúa o vuelve a visitar nuestros Servicios.

Las cookies pueden proceder de la entidad que administra el sitio web que está visitando (“cookies propias”) o de otras empresas (“cookies de terceros”). Por ejemplo, usamos cookies propias para recordar sus ajustes y preferencias, como el idioma y la ubicación. También incluimos en nuestros sitios web cookies analíticas de terceros, como Google Analytics, que nos ayudan a entender cómo utiliza nuestros sitios web, con la finalidad de mejorarlo.

También usamos otras tecnologías que funcionan de manera similar a las cookies. Por ejemplo, usamos balizas web (o píxeles), que son pequeñas imágenes en la página web o en un correo electrónico. Las balizas web recaban información de su navegador o dispositivo y pueden configurar cookies. Además, utilizamos el almacenamiento local, que permite almacenar datos de manera local en su navegador o dispositivo.

## Cómo usamos las cookies

Utilizamos cookies por una serie de razones, como ayudarnos a conocer la popularidad de determinado contenido, mejorar nuestros Servicios y su experiencia y entender mejor su actividad online. Las cookies que solemos usar se incluyen en una o más de las siguientes categorías:

### CATEGORÍAS DE COOKIES

#### CÓMO USAMOS LAS COOKIES

##### Necesarias

Estas cookies son estrictamente necesarias para que nuestros Servicios funcionen correctamente. Algunos de nuestros Servicios dependen de estas cookies, de manera que no funcionarán correctamente (o ni siquiera funcionarán) si están deshabilitadas.

##### Seguridad

Utilizamos estas cookies para ayudar a identificar y atenuar los potenciales riesgos de seguridad.

##### De preferencias

Utilizamos estas cookies para recordar sus ajustes y preferencias, como el idioma y la ubicación, cuando usa nuestros Servicios.

##### Analíticas

Utilizamos estas cookies para saber cómo interactúa con nuestros Servicios de manera que podamos mejorarlo.

Por ejemplo, podemos usar estas cookies para averiguar si ha interactuado con determinado contenido o funciones. También utilizamos estas cookies para saber cuáles son las funciones más populares entre nuestros usuarios y dónde tenemos que hacer mejoras.

## CATEGORÍAS DE COOKIES

### CÓMO USAMOS LAS COOKIES

#### Publicitarias

Nosotros y nuestros socios anunciantes de confianza utilizamos cookies para mostrar anuncios, con el fin de lograr que estos sean más relevantes para los visitantes de nuestros sitios web, así como conocer la eficacia de las campañas publicitarias, tanto en nuestros Servicios como en otros sitios web.

### Sus opciones

Usted tiene derecho a decidir si acepta o no estas cookies. Sin embargo, puesto que el funcionamiento de nuestros Servicios depende en gran medida de ellas, eliminarlas o rechazarlas podría afectar a la disponibilidad y la funcionalidad de nuestros Servicios.

A continuación, le indicamos algunas opciones para controlar o limitar el uso de estas cookies en nuestros Servicios:

- Normalmente podrá utilizar los ajustes para eliminar o rechazar las cookies del navegador manualmente en los ajustes de la configuración de su navegador. Para configurar estos ajustes, siga las instrucciones de su navegador.
- Para evitar que Google Analytics utilice sus datos, podrá instalar el [Complemento de inhabilitación para navegadores de Google.](https://tools.google.com/dlpage/gaoptout) (<https://tools.google.com/dlpage/gaoptout>).
- Para obtener información sobre cómo nuestros socios anunciantes pueden permitirle inhabilitar la recepción de anuncios basados en su historial de navegación, visite <http://optout.aboutads.info/> (<http://optout.aboutads.info/>). Además, aconsejamos a los usuarios europeos visitar la [Alianza Europea de Publicidad Digital Interactiva](http://www.youronlinechoices.eu) (<http://www.youronlinechoices.eu>) y a los usuarios canadienses, la [Alianza Canadiense de Publicidad Digital](https://youradchoices.ca) (<https://youradchoices.ca>) , para obtener más información sobre cómo inhabilitar la recepción de este tipo de anuncios.

### Cambios en esta política

Podremos actualizar o modificar ocasionalmente las cookies (o tecnologías similares) que utilizamos. Publicaremos la última versión de esta Política en nuestro sitio web en <https://plaid.com/legal> (<https://plaid.com/legal>). Si efectuamos cualquier cambio, actualizaremos la fecha de entrada en vigor que figura en la parte superior de esta política. Le recomendamos que periódicamente consulte si se han introducido cambios.

### Contacto

Si tiene cualquier pregunta sobre el uso que hacemos de las cookies o sobre esta Política, póngase en contacto con nosotros a través de [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>).

## Politique relative aux cookies

Available languages:

- [Deutsch - Cookie-Richtlinie \(#cookie-richtlinie\)](#)
- [English - Cookie Policy \(#cookie-policy\)](#)
- [Español - Política de cookies \(#política-de-cookies\)](#)
- [Nederland - Cookiebeleid \(#cookiebeleid\)](#)

Date d'entrée en vigueur : 30 décembre 2019

Cette Politique relative aux cookies (la « Politique ») explique la manière dont Plaid Inc. et ses filiales, y compris Plaid Financial Ltd. et Plaid, B.V., (collectivement « nous » ou « notre »), et des tiers de confiance utilisent les cookies sur nos sites web et autres services en ligne (ensemble les « Services »), ainsi que les choix dont vous disposez quant à ces cookies. Veuillez prendre connaissance de cette Politique pour plus d'informations sur les types de cookies que nous utilisons, pourquoi nous les utilisons et comment vous pouvez contrôler ou limiter l'utilisation des cookies.

Pour plus d'informations sur nos pratiques relatives à la vie privée, veuillez consulter notre [Politique de confidentialité pour utilisateur final \(#politique-de-confidentialité-pour-utilisateur-final\)](#) et notre [Notice d'information sur le traitement des données personnelles \(#notice-d-information-sur-le-traitement-des-données-personnelles\)](#).

Aller à la section :

[Que sont les cookies ? \(#que-sont-les-cookies\)](#)

[Comment nous utilisons les cookies \(#comment-nous-utilisons-les-cookies\)](#)

[Vos choix \(#vos-choix-cookies\)](#)

[Modifications apportées à cette Politique \(#modifications-apportées-à-cette-politique-cookies\)](#)

[Nous contacter \(#nous-contacter-cookies\)](#)

**Que sont les cookies ?**

Les cookies sont de petits fichiers de données stockés dans votre navigateur ou votre appareil, qui peuvent prendre la forme de cookies de session (qui expirent une fois que vous fermez votre navigateur internet) ou de cookies permanents (qui expirent pour une période de temps prédéfinie ou jusqu'à ce que vous les supprimiez). Ils contiennent généralement des informations telles que des préférences de sites web, des paramètres utilisateur et l'historique de navigation. Ces informations nous aident à vous reconnaître lorsque vous interagissez avec nos Services ou les visitez de nouveau.

Les cookies peuvent provenir de l'entité qui gère le site web que vous visitez (« cookies de premier niveau ») ou d'autres sociétés (« cookies tiers »). Par exemple, nous utilisons des cookies propriétaires pour garder en mémoire vos paramètres et préférences tels que la langue et le lieu. Nous intégrons également des cookies analytiques de tiers, comme Google Analytics, sur nos sites web afin de nous aider à comprendre la façon dont vous utilisez nos sites web, afin de pouvoir les améliorer.

Nous utilisons également d'autres technologies qui fonctionnent d'une manière similaire aux cookies. Par exemple, nous utilisons des balises web (également appelés pixels) qui sont de petites images sur une page web ou dans un email. Les balises web collectent des informations sur votre navigateur ou appareil et peuvent installer des cookies. De plus, nous utilisons le stockage local, qui permet de stocker des données localement sur votre navigateur ou appareil.

## **Comment nous utilisons les cookies**

Nous utilisons des cookies pour plusieurs raisons, comme par exemple pour nous aider à déterminer la popularité d'un certain contenu, améliorer nos Services et votre expérience, et pour mieux comprendre votre activité en ligne. Les cookies que nous utilisons appartiennent généralement à l'une des catégories suivantes :

### **CATÉGORIES DE COOKIES**

#### **COMMENT NOUS UTILISONS CES COOKIES**

## CATÉGORIES DE COOKIES

### COMMENT NOUS UTILISONS CES COOKIES

#### Essentiel

Ces cookies sont strictement nécessaires pour que nos Services fonctionnent correctement. Certains de nos Services dépendent de ces cookies et peuvent ne pas fonctionner correctement, ou ne pas fonctionner du tout s'ils ne sont pas activés.

#### Sécurité

Nous utilisons ces cookies pour nous aider à identifier et à limiter les risques potentiels de sécurité.

#### Préférences

Nous utilisons ces cookies pour enregistrer vos réglages et vos préférences, tels que la langue et le lieu, lorsque vous utilisez nos Services.

#### Analytique

Nous utilisons ces cookies pour mieux comprendre comment vous interagissez avec nos Services de façon à ce que nous puissions les améliorer.

Par exemple, nous pouvons utiliser ces cookies pour déterminer si vous avez interagi avec certains contenus ou certaines fonctions. Nous pouvons également utiliser ces cookies pour en apprendre davantage sur les fonctions qui sont les plus populaires auprès de nos utilisateurs et là où nous aurions besoin d'apporter une amélioration.

#### Publicité

Nos partenaires publicitaires de confiance et nous même utilisons ces cookies pour afficher des publicités, rendre les publicités plus adaptées aux visiteurs de nos sites web, et suivre l'efficacité de nos campagnes de publicité tant pour nos Services que sur d'autres sites web.

## Vos choix

Vous avez le droit d'accepter ou de refuser les cookies. Cependant, dans la mesure où les cookies peuvent être une partie importante du fonctionnement de nos Services, le fait de supprimer ou de rejeter les cookies est susceptible d'affecter la disponibilité et la fonctionnalité de nos Services.

Vous trouverez ci-dessous quelques options pour contrôler ou limiter la façon dont les cookies sont utilisés par nos Services :

- Vous pouvez habituellement gérer manuellement les paramètres pour supprimer ou rejeter les cookies du navigateur dans les paramètres de configuration de votre navigateur. Pour gérer ces paramètres, veuillez suivre les instructions affichées dans le navigateur.
- Pour empêcher que vos données soient utilisées par Google Analytics, vous pouvez installer [le module complémentaire de Google pour vous désinscrire](#) (<https://tools.google.com/dlpage/gaoptout>).
- Pour des informations sur la façon dont nos partenaires publicitaires peuvent vous permettre de vous désinscrire des publicités en fonction de votre historique de navigation, veuillez visiter <http://optout.aboutads.info/> (<http://optout.aboutads.info/>). De plus, les utilisateurs européens peuvent visiter [l'Association européenne pour la publicité numérique](http://www.youronlinechoices.eu/) (<http://www.youronlinechoices.eu/>) et les utilisateurs canadiens peuvent visiter [l'Alliance de la publicité numérique du Canada](https://youradchoices.ca/) (<https://youradchoices.ca/>) pour en savoir plus sur la façon de se désabonner de ces types de publicités.

## **Modifications apportées à cette Politique**

Nous pouvons de temps à autres mettre à jour ou modifier les cookies (ou des technologies similaires) que nous utilisons. La version la plus récente de cette Politique sera postée sur notre site web à l'adresse suivante : <https://plaid.com/legal> (<https://plaid.com/legal>) et si nous réalisons des changements, nous mettrons à jour la date d'entrée en vigueur indiquée en haut de la Politique. Nous vous recommandons de consulter périodiquement cette page afin de demeurer informé des modifications apportées.

## **Nous contacter**

Si vous avez des questions au sujet de notre 'utilisation des cookies ou de cette Politique, vous pouvez nous contacter à l'adresse suivante : [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>).

## Cookiebeleid

Available languages:

- [Deutsch - Cookie-Richtlinie \(#cookie-richtlinie\)](#)
- [English - Cookie Policy \(#cookie-policy\)](#)

- [Español - Política de cookies \(#política-de-cookies\)](#)
- [Française - Politique relative aux cookies \(#politique-relative-aux-cookies\)](#)

Datum inwerkingtreding: 30 December 2019

Dit Cookiebeleid ('Beleid') zet uiteen hoe Plaid Inc. en diens dochtermaatschappijen, waaronder Plaid Financial Ltd. en Plaid B.V. (gezamenlijk 'we/wij', 'ons/onze') en vertrouwde derden cookies gebruiken op onze websites en andere onlineservices (gezamenlijk de 'Diensten'), en verduidelijkt tevens uw keuzes ten aanzien van die cookies. Lees dit Beleid om meer te weten te komen over de soorten cookies die we gebruiken, waarom we ze gebruiken en hoe u het gebruik van cookies kunt beheren of beperken.

Voor meer informatie over hoe wij omgaan met privacy verwijzen we u graag naar ons [Privacybeleid voor eindgebruikers \(#privacybeleid-voor-eindgebruikers\)](#) and our [Privacyverklaring \(#privacyverklaring\)](#).

*Spring naar onderdeel:*

[Wat zijn cookies? \(#wat-zijn-cookies\)](#)

[Hoe wij cookies gebruiken \(#hoe-wij-cookies-gebruiken\)](#)

[Uw keuzes \(#uw-keuzes-cookies\)](#)

[Wijzigingen in dit beleid \(#wijzigingen-in-dit-beleid-cookies\)](#)

[Contact opnemen \(#contact-opnemen-cookies\)](#)

## **Wat zijn cookies?**

Cookies zijn kleine gegevensbestanden die op uw browser of apparaat worden opgeslagen in de vorm van sessiecookies (die verlopen op het moment dat u uw webbrowser sluit) of permanente cookies (die gedurende een bepaalde tijd of totdat u ze verwijdert in uw browser blijven staan). Ze bevatten doorgaans informatie zoals websitevoorgekeuren, gebruikersinstellingen en browsegeschiedenis. Die informatie helpt ons u te herkennen als u onze Diensten raadpleegt of deze opnieuw bezoekt.

Cookies kunnen worden geplaatst door de exploitant van de website die u bezoekt ('first-party cookies') of door andere bedrijven ('third-party cookies'). Zo gebruiken wij first-party cookies voor het opslaan van uw instellingen en voorkeuren, zoals taal en locatie. Daarnaast integreren we analytische cookies van derden (zoals Google Analytics) in onze websites om beter te begrijpen hoe u onze websites gebruikt, zodat we die waar nodig kunnen verbeteren.

We gebruiken ook andere technologieën, die op eenzelfde manier werken als cookies. Zo maken we gebruik van webbeacons (ook wel pixels genoemd): kleine afbeeldingen op een webpagina of in een e-mailbericht. Webbeacons verzamelen informatie over uw browser of apparaat en kunnen cookies

plaatsen. Tot slot maken we gebruik van lokale opslag, waarmee gegevens lokaal op uw browser of apparaat kunnen worden bewaard.

## **Hoe wij cookies gebruiken**

Wij gebruiken cookies om verschillende redenen, bijvoorbeeld om de populariteit van bepaalde inhoud te kunnen vaststellen, om onze Diensten en uw ervaring te verbeteren en om meer inzicht te krijgen in uw onlineactiviteit. De cookies die wij gebruiken, vallen doorgaans in een of meer van de volgende categorieën:

### **COOKIECATEGORIE**

### **HOE WIJ DEZE COOKIES GEBRUIKEN**

## COOKIECATEGORIE

### HOE WIJ DEZE COOKIES GEBRUIKEN

#### Essentiële cookies

Dit zijn cookies die strikt noodzakelijk zijn om onze Diensten goed te laten werken. Een aantal van onze Diensten is afhankelijk van deze cookies en werkt niet of niet goed als de cookies worden uitgeschakeld.

#### Beveiligingscookies

Deze cookies gebruiken we om potentiële beveiligingsrisico's te kunnen identificeren en beperken.

#### Voorkeurcookies

Deze cookies plaatsen we om te zorgen dat uw instellingen en voorkeuren, zoals taal en locatie, worden 'onthouden' wanneer u onze Diensten gebruikt.

#### Analytische cookies

Deze cookies gebruiken we om een beter begrip te krijgen van hoe u met onze Diensten omgaat, zodat we die Diensten eventueel kunnen verbeteren.

Zo kunnen we dergelijke cookies bijvoorbeeld gebruiken om vast te stellen of u bepaalde inhoud of functies heeft geraadpleegd of gebruikt. We kunnen ze ook gebruiken om te weten te komen welke functies het populairst zijn onder onze gebruikers en waar we wellicht verbeteringen moeten aanbrengen.

#### Advertentiecookies

Wij en onze vertrouwde reclamepartners gebruiken deze cookies om advertenties weer te geven, om advertenties relevanter te maken voor bezoekers van onze websites en om de doeltreffendheid te volgen van reclamecampagnes, zowel op onze Diensten als op andere websites.

## Uw keuzes

U heeft het recht om cookies al dan niet te accepteren. Aangezien cookies echter vaak een belangrijke rol spelen in hoe onze Diensten werken, kan het verwijderen of weigeren van cookies de beschikbaarheid en functionaliteit van onze Diensten beïnvloeden.

Hieronder vindt u een aantal opties waarmee u het gebruik van cookies in onze Diensten kunt sturen of beperken:

- Doorgaans kunt u browsercookies handmatig verwijderen of weigeren in de configuratie-instellingen van uw browser. Voor het beheren van deze instellingen volgt u de aanwijzingen in uw browser.
- Om te voorkomen dat uw gegevens worden gebruikt door Google Analytics, kunt u de opt-out browser add-on van Google (<https://tools.google.com/dlpage/gaoptout?hl=nl>) installeren.
- Voor informatie over of en hoe u zich bij onze reclamepartners kunt afmelden voor het ontvangen van advertenties op basis van uw browsegeschiedenis raadpleegt u <http://optout.aboutads.info/> (<http://optout.aboutads.info/>). Voorts kunnen Europese gebruikers de European Interactive Digital Advertising Alliance (<http://www.youronlinechoices.eu/>) raadplegen en beschikken Canadese gebruikers over de Digital Advertising Alliance of Canada (<https://youradchoices.ca/>) voor meer informatie over hoe men zich kan afmelden voor het ontvangen van dit soort advertenties.

## **Wijzigingen in dit beleid**

Wij kunnen de cookies (of vergelijkbare technologie) die we gebruiken van tijd tot tijd bijwerken of wijzigen. De meest recente versie van dit Beleid wordt op onze website geplaatst onder <https://plaid.com/legal> (<https://plaid.com/legal>). Als wijzigingen worden doorgevoerd, wordt de datum van inwerkingtreding bovenaan het Beleid aangepast. Wij raden u aan deze pagina van tijd tot tijd te controleren op eventuele wijzigingen.

## **Contact opnemen**

Mocht u vragen hebben over ons gebruik van cookies of over dit beleid, neem dan contact met ons op via [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>).

# Modern Slavery Act Transparency Statement

## **Introduction**

At Plaid, we are committed to a set of core principles: Impact; Grow together; Embrace openness and positivity; Think rigorously, act with urgency; Make it better; Consumer outcomes via customer love; and Invent tomorrow. In accordance with our core principles, Plaid is committed to ensuring there is no modern slavery or human trafficking in our businesses and supply chains.

In compliance with its obligation under s.54 of the Modern Slavery Act 2015 (the "**2015 Act**"), this statement sets out the steps Plaid Inc. has taken in the last financial year to ensure modern slavery and human trafficking is not taking place in any parts of its business or in any of its supply chains. This statement covers the steps taken by Plaid Inc. and all of its group subsidiaries, including Plaid Financial Ltd. and Plaid, B.V. (collectively, "**Plaid**" and "**our**"). Although covered by this statement, we note that Plaid Inc.'s wholly-owned subsidiary, Plaid Financial Ltd., does not have an obligation itself to make a transparency in supply statement pursuant to s.54 of the 2015 Act.

## **Our business**

Plaid provides technical infrastructure application programming interfaces ("**APIs**") to companies that develop digital financial applications ("**apps**") and services to enable consumers and businesses (together, "**end users**") to share data from their financial accounts with the apps and services. These apps and services help end users do things like save for retirement, manage their spending, streamline loan applications, or transfer money.

Plaid is a leading provider in the UK, Europe and North America, connecting over 4,500 apps and services to more than 11,000 financial institutions.

Plaid is headquartered in San Francisco, California and has over 600 team members across 6 offices in the US, Europe and the UK.

In the UK, Plaid is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 (Firm Reference Number: 804718) for the provision of payment services.

## **Our supply chains**

As a technology company, Plaid's substantive supply chains are relatively short, and mostly comprised of organisations Plaid uses on an on-going basis for services such as Software as a Service ("**SaaS**") or client installable software. In accordance with our Vendor Management Policy introduced in 28 May 2019 and most recently updated 26 June 2020, during last financial year, we have continued to undertake an on-boarding review of new vendors as well as ongoing monitoring of critical vendors to ensure they are complying with their contractual commitments and not otherwise breaching applicable law. Plaid's relationship with a vendor may be adjusted or terminated in the event that the monitoring reveals deficiencies or material risks that are unacceptable to Plaid. This would include any identified risk of modern slavery or human trafficking. We have not identified any potential modern slavery or human trafficking issues to date in our supply chains.

## **Our policies and contractual controls**

Plaid strictly complies with applicable laws and regulations, as well as our internal policies and procedures, including our Code of Business Conduct ("**the Code**"), to ensure we act professionally, transparently and with integrity at all times.

The Code exists to help make clear what we expect of our team members, and to make sure that Plaid continues to be a company that others want to do business with and that our team members are proud to be part of. All team members, as well as those doing business with Plaid, must abide by and follow this Code, which covers the laws we must obey and offers guidance for navigating the complexities of doing business on a global scale.

In relation to human trafficking the Code states "The United States Government has a zero-tolerance policy regarding trafficking in persons. It goes without saying that Plaid strictly prohibits team members from soliciting or engaging in: (a) prostitution, (b) trafficking in persons, and (c) forced labor. Plaid will take appropriate disciplinary action — including, but not limited to, termination — against anyone who violates this prohibition. Team members are also under an affirmative obligation to timely report any information received from any source potentially constituting a violation of this policy."

Plaid staff are required to read and sign an 'Acknowledgement of Receipt and Review' to confirm they received a copy of the Code and understand and will act in accordance with the rules, policies and procedures in the Code. The Code has continued to apply during the last financial year. It is reviewed and updated (as needed) on an annual basis and was last reviewed and updated on 8 June 2020. Compliance with the Code should, amongst other things, help reduce the risks of modern slavery and human trafficking in the Plaid business and its supply chains.

### **Risk assessment and due diligence**

Plaid is not aware of any slavery or human trafficking issues within its group businesses or supply chains. In the last financial year, no potential issues of this type have been identified or reported through internal reporting channels (such as Plaid's procedures for reporting suspected violations, illegal or unethical behavior outlined in the Code), audit processes, other whistleblowing channels or otherwise. Plaid Inc. has not received any information from any of the entities in the Plaid group indicating that there may be any such issues with any of its intra-group suppliers or their supply chains.

Reflecting upon the position as set out above, we consider the risk of slavery or human trafficking in Plaid, and its supply chain continues to be low. However, should any potential issue be identified, Plaid will act swiftly to investigate and, where necessary, act to ensure there is no modern slavery or human trafficking occurring in its business or supply chains.

### **Next steps**

Plaid is committed to continuing to prevent slavery or human trafficking in its business and supply chain.

### **Approval of this statement**

This statement is made in compliance with Plaid Inc.'s obligations under s.54 of the Modern Slavery Act 2015 for the financial year ending December 31, 2020. This statement was approved by Plaid Inc. on 30 April 2021.

# Legal Changelog

## Changes to our legal policies

Our mission at Plaid is to enable innovation in financial services. As a result, we're constantly working to improve our existing services, and to develop new services that give developers the ability to create amazing products, and for end users to connect their financial data to their favorite apps.

As we make changes to our services, we review and update our legal policies to reflect those changes. Additionally, we may periodically revise and reorganize the language in our policies to make them easier to follow and understand.

Stay up to date by reviewing highlights from the most recent changes to our policies below. And if you have any questions about the changes, please reach out to us at [privacy@plaid.com](mailto:privacy@plaid.com) (<mailto:privacy@plaid.com>).

### **2022-11-18**

We updated our SMS Terms.

### **2022-08-04**

We updated the End User Privacy Policy and Privacy Statement to incorporate the Plaid IDV and Monitor products and make non-substantive edits for clarity.

### **2022-01-31**

We updated our Developer Policy.

### **2021-09-02**

We added English version of our EEA specific End User Services Agreement; and added fino's Terms and Conditions and Privacy policy to our website.

### **2021-05-25**

We updated our Modern Slavery Act Transparency Statement

### **2021-04-23**

We updated our End User Services Agreement (UK) to include more information regarding our payment initiation services.

### **2021-03-17**

We added our Modern Slavery Act Transparency Statement to our website.

### **2021-02-22**

We updated our End User Privacy Policy and Privacy Statement; translated our End User Privacy Policy, Privacy Statement, and Cookie Policy into Dutch; and added our End User Services Agreement in Dutch to our website.

## **2020-07-15**

We translated our Privacy Statement, Developer Policy, and Cookie Policy into Spanish and French.

## **2019-12-30**

We updated our End User Privacy Policy, Privacy Statement, Developer Policy, and Cookie Policy.

## **2019-12-12**

We added our Candidate Privacy Notice to our website.

## **2019-12-05**

We added our End User Services Agreement (US) and the SMS Terms to our website.

## **2019-08-27**

We added our End User Services Agreement (UK) to our website.

## **2019-05-29**

We added information to our [End User Privacy Policy \(#end-user-privacy-policy\)](#) and [Privacy Statement \(#privacy-statement\)](#) to address requirements of the European Union's General Data Protection Regulation. Additionally, we added more details about the information we collect from end users. Lastly, we translated our [End User Privacy Policy into Spanish \(#política-de-privacidad-aplicable-al-usuario-final\)](#).

## **2019-05-06**

We added our [Cookie Policy \(#cookie-policy\)](#) to the website.

**Get started** [\(/dashboard.plaid.com/signup\)](https://dashboard.plaid.com/signup)

**Contact sales** [\(/dashboard.plaid.com/contact\)](https://dashboard.plaid.com/contact)

## **Products**

Auth (/products/auth/)

Balance (/products/balance/)

## **Use cases**

Personal finances (/use-cases/personal-finances/)

Consumer payments (/use-cases/consumer-payments/)

Lending (/use-cases/lending/)

Identity (/products/identity/)

Transactions (/products/transactions/)

Assets (/products/assets/)

Income (/products/income/)

Investments (/products/investments/)

Liabilities (/products/liabilities/)

Identity Verification (/products/identity-verification/)

Monitor (/products/monitor/)

Signal (/products/signal/)

Global coverage (/global/)

Pricing (/pricing/)

Economics & Data Use Cases (/)

Banking (/use-cases/banking/)

Wealth (/use-cases/wealth/)

Business finances (/use-cases/business-finances/)

Customer stories (/customer-stories/)

## About us

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Careers (/careers/)

Blog (/blog/)

Contact (/contact/)

Partners (/partners/)

Press (/press/)

Resources (/resources/)

Fin (/fin.plaid.com/)

Safety (/safety/)

How we handle data (/how-we-handle-data/)

Legal & Privacy (/legal/)

Plaid Link (/plaid-link/)

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API documentation (/docs/)

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Why is Plaid involved? (/why-is-plaid-involved/)

Trouble connecting? (/trouble-connecting/)

Plaid Portal (/my.plaid.com/)

FAQs (/my.plaid.com/help/)

## For financial institutions

Work with us (/for-financial-institutions/)

Data Connectivity (/data-connectivity/)

Privacy Controls (/privacy-controls/)



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(<https://twitter.com/plaid>) (<https://www.instagram.com/pla>)

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 8

[Link your accounts](#)[Become a member](#)[Download the app](#)

# We're in this together

We trust that if we bring you value, you'll support us fairly. It might sound crazy, but we think you should pay what you think is fair.

## with Premium you get:

- ✓ Automated cancellations
- ✓ Unlimited budgets
- ✓ Smart Savings
- ✓ Overdraft & late fee refunds
- ✓ Chat with our experts

**Pay what you think is fair**

Most people pick \$8

**\$12/mo**

Annual

Monthly

**7 day free trial, cancel anytime**

[Continue](#)

I authorize Rocket Money to electronically debit my account for \$12/month. I understand I may cancel my subscription at any time via chat in the app or by emailing support@rocketmoney.com.

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 9

## We're in this together

We trust that if we bring you value, you'll support us fairly. It might sound crazy, but we think you should pay what you think is fair.

**Pay what you think is fair**

★ Most people pick \$8

**\$8/mo**

Annual



Monthly

**7 day free trial, cancel anytime**

Continue

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Complaint

# Exhibit 10

[Link your accounts](#)[Become a member](#)[Download the app](#)

# We're in this together

We trust that if we bring you value, you'll support us fairly. It might sound crazy, but we think you should pay what you think is fair.

## with Premium you get:

- ✓ Automated cancellations
- ✓ Unlimited budgets
- ✓ Smart Savings
- ✓ Overdraft & late fee refunds
- ✓ Chat with our experts

**Pay what you think is fair**

Most people pick \$8

**\$0/mo**

Annual

Monthly

**7-day free trial, cancel anytime**

[Continue](#)

I authorize Rocket Money to electronically debit my account for \$0/month. I understand I may cancel my subscription at any time via chat in the app or by emailing support@rocketmoney.com.

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 11

[Link your accounts](#)[Become a member](#)[Download the app](#)

# We're in this together

We trust that if we bring you value, you'll support us fairly. It might sound crazy, but we think you should pay what you think is fair.

## with Premium you get:

- ✓ Automated cancellations
- ✓ Unlimited budgets
- ✓ Smart Savings
- ✓ Overdraft & late fee refunds
- ✓ Chat with our experts

## We understand

We understand you aren't ready to pay for Rocket Money Premium. That's ok, we're hopeful that you'll choose to support us once you see how useful Rocket Money can be.

In the meantime, you can still enjoy Rocket Money and take advantage of our app and bill negotiation services.

[Choose a price](#)[Skip for now](#)

I authorize Rocket Money to electronically debit my account for \$0/month. I understand I may cancel my subscription at any time via chat in the app or by emailing support@rocketmoney.com.

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 12

[Link your accounts](#)[Become a member](#)[Download the app](#)

# We're in this together

We trust that if we bring you value, you'll support us fairly. It might sound crazy, but we think you should pay what you think is fair.

## with Premium you get:

- ✓ Automated cancellations
- ✓ Unlimited budgets
- ✓ Smart Savings
- ✓ Overdraft & late fee refunds
- ✓ Chat with our experts

**Pay what you think is fair**

Most people pick \$8

**\$3/mo**

Billed yearly  
at **\$36/year**

Annual



Monthly

**7 day free trial, cancel anytime**

[Continue](#)

I authorize Rocket Money to electronically debit my account for \$36/year. I understand I may cancel my subscription at any time via chat in the app or by emailing support@rocketmoney.com.

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 13

[Go to Rocket Money](#)[All Collections](#)    [About Rocket Money](#)    [How much does Rocket Money cost?](#)

# How much does Rocket Money cost?

What does Rocket Money charge me?



Written by Daniel

Updated over a week ago

Rocket Money is a free to use app, but we offer several OPTIONAL services that do cost money. Here's how it works:

**Premium:** We allow members to choose your own price for Premium. You can choose on a sliding scale between \$3-\$12/month. The \$3 and \$4 options are billed *annually*.

Premium features include: Syncing your balance, Premium Chat, Cancellations Concierge, Custom Categories, Unlimited Budgets, Smart Savings, and More. Premium subscriptions automatically renew and can be cancelled at any time.

You can cancel your Premium membership at any time from within the app by:

1. Go to the **Settings** tab in the app and select **Premium**.
2. Scroll to the bottom of the page and select **Modify Premium**.
3. Follow the confirmation steps to cancel your subscription.

**Bill Negotiation:** Bill negotiation is a very time consuming process and is costly for us to do. As a result, we must charge for it. In order to avoid costing our customers money on an unsuccessful negotiation, we only charge IF a bill negotiation is successful. We charge your choice of a percentage of the first year savings as a success fee - you can choose any amount from 30% to 60% while submitting a negotiation request.

Did this answer your question?



# ROCKET Money

f    t    in

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Complaint

# Exhibit 14



Carmen Lyon &lt;cfl9042@nyu.edu&gt;

---

## Fwd: Welcome to Rocket Money

Carmen Lyon <clyon.sgac@gmail.com>  
To: "cfl9042@nyu.edu" <cfl9042@nyu.edu>

Fri, Oct 7, 2022 at 12:57 PM

----- Forwarded message -----

From: **Rocket Money** <hello@insights.truebill.com>  
Date: Thu, Oct 6, 2022 at 1:33 PM  
Subject: Welcome to Rocket Money  
To: <clyon.sgac@gmail.com>

**ROCKET** Money

# Let's get you up and running

We're so glad you're here, Carmen. To start cancelling unwanted bills and saving money, there's just one last thing to do: **confirm your banking login through our secure server**.



# Why should I connect my bank account?



## Know where your money's going

View your biggest spend areas and get alerts when you're close to overspending.



## Cancel unwanted subscriptions

Let us help you cancel unwanted subscriptions to keep more of your hard earned money every month.



## Lower your bills

Rocket Money can negotiate your cable, cell phone, and home security bills to reduce your monthly expenses.

[Connect my bank](#)



# Is my information secure?

**We take security very seriously. *Like the most seriously.***

Rocket Money uses the best encryption in the business to keep your data safe. And unlike other finance apps, we'll never sell your data.

## How we protect you



### Need help? We're here for you

Our amazing support team loves solving problems big and small. Chat them anytime between 9am - 5pm EST, seven days a week!

[Reply](#) to this email to send us a message!

### Did you find this email useful?



Rocket Money, Inc. | 8455 Colesville Rd, Suite 1645 | Silver Spring, MD 20910

This message was sent to [clyon.sgac@gmail.com](mailto:clyon.sgac@gmail.com), based on your email preferences.

We take security very seriously. For more details, see our security measures and privacy policy.

[Update your email preferences](#)

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Complaint

# Exhibit 15



# Rocket Family Of Companies Privacy Policy

[Print Privacy Policy](#)

**Effective Date:** March 15, 2022

This Rocket Family of Companies Privacy Policy describes how the Rocket Family of Companies (as defined in "[Who We Are](#)" below) process information collected on our websites and applications (including mobile) or through your online interactions with us (collectively, our "Services").

In some circumstances, we may provide you with additional or supplemental privacy notices to the extent they apply to you because of the products and services you obtain from us or different laws that may apply to you. If you are a California resident, please refer to the [California Privacy Policy](#).

**By using any of our Services, you acknowledge the privacy practices we describe in this Rocket Family of Companies Privacy Policy. You also acknowledge that you have read this policy and other policies described.**

## Who We Are

When we say "**Rocket Family of Companies**," we mean companies that are controlled by RKT Holdings, LLC and share the Rocket name or are on the Rocket platform. A reference to "Rocket", "we" or "us" is a reference to the relevant Rocket Company in the Rocket Family of Companies that is involved in the processing activity. This policy does not apply to Rocket affiliates that aren't in the Rocket Family of Companies ("Affiliates"), and the data practices of Affiliates are governed by their own privacy policies.

## Rocket Family Of Companies

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The Rocket Family of Companies includes:

- Rocket Mortgage
  - Rocket Auto
  - Rocket Loans
  - Rocket Homes
  - Rocket Solar
  - Rocket Money, Inc. (f/k/a Truebill, Inc.) (“Rocket Money”), a Rocket Company
  - Rocket Central
  - ForSaleByOwner.com, a Rocket Company
- 

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## Information We Collect

---

### Information You Provide



We collect information you provide to us. For example, we collect information from you when you create a Rocket account, fill out a form or otherwise submit content through our Services, make a purchase, communicate with us via third-party platforms, participate in a contest, promotion or survey, request customer support or information about our Services, or otherwise communicate with us.

The specific information we collect depends on the context in which you provide it, and could include:

- Name
- Email address
- Postal address
- Phone number
- Social security number
- Location and approximate value of your property
- Vehicle information, such as make, model, VIN and vehicle features
- Age
- Demographic information, such as race, ethnicity and gender gathered pursuant to federal requirements
- Related loan products or services you have used in the past
- Financial information, such as income, assets and net worth
- Home ownership status and employment status
- Insurance information
- Other profile data, including your interests and preferences
- Any other information you choose to provide

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# Information We Automatically Collect



We automatically collect certain information about your interactions with us or our Services, including:

- **Transactional Information:** When you make a purchase or complete a transaction, we collect information about the transaction, such as product or service details, financial details and the date and location of the transaction.
- **Device and Usage Information:** We collect information about how you access our Services, including data about the device and network you use, such as hardware model, operating system version, mobile network, IP address, unique device identifiers and device regional and language settings, browser type, and app version. We also collect information about your activity on our Services, such as access times, pages viewed, links clicked, products and services considered, and the page you visited before navigating to our Services.
- **Your Content:** As you allow through your device or application, we may collect information and content stored on your device, such as photos.
- **Location Information:** In accordance with your device permissions, we may collect information about the precise location of your device. You may stop the collection of precise location information at any time (see the [Your Choices](#) section below for details).
- **Information Collected by Cookies and Similar Tracking Technologies:** We (and those who perform work for us) use tracking technologies, such as cookies and web beacons, to collect information about your interactions with the Services.

**Cookies** are small data files stored on your hard drive or in device memory that help us improve our Services and your experience, see which areas and features of our Services are popular and which emails and advertisements you view, authenticate users, reconstruct or observe activity relating to a session or by a user for troubleshooting, issue resolution, and other purposes, and count visits to our websites.

**Web beacons** (also known as "**pixel tags**" or "**clear GIFs**") are electronic images that we use on our Services and in our emails to help deliver cookies, count visits, and understand usage and campaign effectiveness. In our mobile apps, we may also use technologies that are not browser-based like cookies.

For example, our apps may include **software development kits** (known as SDKs) which are code that sends information about your use to a server. These SDKs allow us to track our conversions, bring you advertising both on and off the Service, and provide you additional functionality. **For more information about these tracking technologies and how to disable them, see the [Advertising and Analytics](#) section below.**

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## Information We Collect From Other Sources



We obtain information from third-party sources in certain situations. For example, we may collect information about you from identity or other verification services, credit bureaus (including your credit report), advertising networks, mailing list providers, service providers and data brokers. Our Services also may allow or require you to integrate or connect your Rocket account with third-party services through service providers (such as Plaid).

The information we receive from such third parties varies depending on the information made available by those entities. Examples of the types of information we receive include financial account information, information about account balance, information about credit accounts, information about loan accounts, information about investment accounts, identifiers and information about account owners, information about account transactions and employment information.

Additionally, if you create or log into your Rocket account through a third-party platform, such as Facebook or Google, we'll have access to certain information from that platform, such as your name, birthday, and profile picture, in accordance with the authorization procedures determined by such platform.

---

## Information We Derive



We may derive information or draw inferences about you based on the information we collect. For example, we may make inferences about your location based on your IP address or city or postal code or infer that you are looking to purchase certain products based on information you provide to us and your browsing behavior and past purchases.

---

## Plaid Technologies



Rocket enables you to use Plaid Technologies, Inc. to gather data from financial institutions. By using the Services, you acknowledge and agree that your information will be processed in accordance with the [Plaid Privacy Policy \(<https://plaid.com/legal/#consumers>\)](https://plaid.com/legal/#consumers) and you grant Rocket and Plaid the same rights, power and authority as specified therein.

---

## How We Use Your Information

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We use the information we collect to provide our Services to you.

---

## Other Reasons to Collect Information



We also use the information we collect to:

- Fulfill or deliver the services you requested
- Provide, maintain, improve and develop new products, services and features, including debugging and repairing errors in our Services
- Personalize your experience with us
- Send you technical notices, security alerts, support messages and other transactional or relationship messages, including responding to your inquiries and comments
- Communicate with you about products, services, and events offered by Rocket and others and provide news and information that we think will interest you. **See the Your Choices section below for information about how to opt out of these communications at any time**
- Monitor and analyze trends, usage, and activities in connection with our products and services
- Personalize the advertisements you see on third-party platforms and websites. **For more information, see the Advertising and Analytics section below**
- Show you offers for third-party services personalized to you, based on information we have collected about you
- Facilitate contests, sweepstakes and promotions, and process and deliver entries and rewards
- Detect, investigate, and help prevent security incidents and other malicious, deceptive, fraudulent, or illegal activity, and help protect the rights and property of Rocket and others
- Comply with our legal and financial obligations
- Create de-identified, anonymized or aggregated information
- Fulfill any other purpose at your direction
- Carry out any other purpose described to you at the time the information was collected

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## How We Share Your Information

We share personal information in the following circumstances or as otherwise described in this policy.

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## Sharing Among Rocket Family Of Companies



The **Rocket Family of Companies** use and share your information with each other in accordance with this **Rocket Family of Companies Privacy Policy**. This allows the **Rocket Family of Companies** to manage and provide and offer you a variety of their services through a broad lifecycle of your personal and financial needs.

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## Sharing With Affiliates



Rocket also shares your information with our Affiliates. For example, we share, or may share, your information:

- With Affiliates that act as vendors, service providers and consultants that access personal information to perform services for us, such as companies that assist us with call center/directory services
- With Affiliates for their own services and marketing purposes
- With Affiliates for regulatory reporting purposes and capturing performance metrics
- With Affiliates if we believe (1) that your actions are inconsistent with our user agreements or policies, (2) that you have violated the law, or (3) it's necessary to protect the rights, property and safety of Rocket, our users, the public or others
- In connection with, or during negotiations concerning, any merger, sale of company assets, financing or acquisition of all or a portion of our business by another company
- With Affiliates with your consent or at your direction

We also share aggregated or de-identified information that cannot reasonably be used to identify you.

## Sharing With Other Third Parties



Rocket shares your information with non-affiliated third parties in the following circumstances:

- We share personal information with vendors, service providers and consultants that access personal information to perform services for us, such as companies that assist us with web hosting, shipping and delivery, payment processing, fraud prevention, customer service, data analytics, property title and appraisal services, technical support marketing and advertising.
- If you submit a product review or post content in another public area of our Services, we share this information publicly on our Services.
- If you choose to use integrations we offer on our Services, such as sharing your location through our Google Maps integration, we may share certain information with the integration partners.
- We share personal information with third parties for their own services and marketing purposes, analytics, and in some cases to jointly market and provide products and services with third parties.
- When you request information about services offered by other companies, we may disclose information about you to those companies so that we or they can notify you of, and determine if you qualify for, products or services.
- We may disclose personal information if we believe that disclosure is in accordance with, or required by, any applicable law or legal process, including lawful requests by public authorities to meet national security or law enforcement requirements.

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We may share personal information if we believe (1) that your actions are inconsistent with our user agreements or policies, (2) that you have violated the law, or (3) it's necessary to protect the rights,

property and safety of Rocket, our users, the public, or others.

- We share personal information with our lawyers and other professional advisors where necessary to obtain advice or otherwise protect and manage our business interests.
  - We may share personal information in connection with, or during negotiations concerning, any merger, sale of company assets, financing or acquisition of all or a portion of our business by another company.
  - We share personal information with your consent or at your direction, including but not limited to through third-party integrations you choose to enable.
  - We also share aggregated or de-identified information that cannot reasonably be used to identify you.
  - If you have opted-in to a SMS short code offers program, your opt-in data and consent to the offers program will not be shared with any third parties. If you separately provided your consent to be contacted (outside of a SMS short code offers program), that information may be shared.
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## Advertising and Analytics

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### Web and Mobile Apps



We share personal information to allow others to provide analytics services and serve advertisements across the web and in mobile apps. These entities may use **cookies, web beacons, device identifiers** and other technologies to collect information about your use of our Services and other websites and applications, including your IP address, web browser, mobile network information, pages viewed, time spent on pages or in mobile apps, links clicked and conversion information.

This information may be used by Rocket and others to, among other things, analyze and track data, reconstruct or observe activity relating to a session, determine the popularity of certain content, deliver advertising and content targeted to your interests on our Services and other websites, and better understand your online activity.

**For more information about interest-based ads, or to opt out of having your web browsing information**

**used for behavioral advertising purposes, please visit [www.aboutads.info/choices](http://www.aboutads.info/choices)**

**(<http://www.aboutads.info/choices>).** Your device may also include a feature ("Limit Ad Tracking" on iOS or "Opt Out of Interest-Based Ads" or "Opt Out of Ads Personalization" on Android) that allows you to opt out of having certain information collected through mobile apps used for behavioral advertising purposes.

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## Third Parties

We also share personal information to work with third parties to serve ads to you as part of customized campaigns on third-party platforms (such as Facebook). As part of these ad campaigns, we or the third-party platforms may convert information about you, such as your email address or phone number, into a unique value that can be matched with a user account on these platforms to allow us to learn about your interests and serve you advertising that is customized to your interests. Note that third-party platforms may offer you choices about whether you see these types of customized ads.

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## Children's Privacy

Rocket products are not intended for children. We don't direct our Services to children under 13, or knowingly attempt to solicit or receive information from children.

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## California Shine The Light

California law permits residents of California to request certain details about how their information is shared with third parties for direct marketing purposes. If you're a California resident and would like to make such a request, please call us at [888-444-7492 \(tel:888-444-7492\)](tel:888-444-7492).

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## Processing Of Information In The United States and Other Countries

Rocket is headquartered in the United States, and the Rocket Family of Companies offers goods and services to consumers in the United States. We have operations and vendors in the United States and other countries. Therefore, we and those that perform work for us may transfer your personal information to, or store or access it in, jurisdictions that may not provide levels of data protection that are equivalent to those of your home jurisdiction.

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## Your Choices

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## Account Information



You may update and correct certain account information, or delete your account, by logging into your account or calling us at [888-444-7492](tel:888-444-7492). Please note that we may retain certain information as required by law or for our legitimate business purposes.

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## Location Information



When you first launch any of our mobile apps that collect precise location information, you'll be asked to consent to the app's collection of this information. If you initially consent to our collection of such location information, you can subsequently stop the collection of this information at any time by changing the preferences on your mobile device. You may also stop our collection of this location information by following the standard uninstall process to remove our mobile apps from your device.

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## Do Not Track Signals



You may be using an Internet browser that can communicate your privacy preferences to the website, including requests not to track your usage and browsing history. Currently, our websites do not respond to these signals. Rocket may track your activity on these websites and use that information as provided in this policy.

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## Changes To This Policy

We may change this **Rocket Family of Companies Privacy Policy** from time to time. If we make changes, we'll notify you by revising the date at the top of this policy and, in some cases, we may provide you with additional notice, such as adding a statement to our website or sending you a notification. We encourage you to review this policy regularly to stay informed about our information practices and the choices available to you.

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## Contact Information

If you have questions regarding this **Rocket Family of Companies Privacy Policy**, our information practices or other aspects of privacy relating to our Services, call us at [888-444-7492](tel:888-444-7492) (<tel:888-444-7492>).

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## California Privacy Policy

The California Consumer Privacy Act or "CCPA" (Cal. Civ. Code § 1798.100 *et seq.*) affords consumers residing in California certain rights with respect to their personal information. If you are a California resident, this California Privacy Policy applies to you.

### Collection And Use Of Personal Information



In the preceding 12 months, we have collected the following categories of personal information:

Category	Examples
Identifiers	Name, alias, postal address, online identifier (including IP address), email address, Social Security number, driver's license number, or other similar identifiers.
Personal Information Categories Listed In The California Customer Records Statute (Cal. Civ. Code § 1798.80(e))	Employer name, employment history, bank account number, credit card number, debit card number, and other financial information (including credit report, salary, and net worth).
Protected Classification Characteristics Under California Or Federal Law	Age, gender, military status and marital status.
Commercial Information	Records of property, products or services purchased.

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Category	Examples
Internet Or Other Similar Network Activity	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
Geolocation Data	Physical location or movements.
Sensory Data	Audio (such as call recordings) or the contents of videos you choose to upload.
Professional Or Employment-Related Information	Current employer or employment status.
Inferences Drawn From Other Personal Information	Preferences, characteristics and approximate location.

For details about the precise data points we collect and the categories of sources of such collection, please see the [Information We Collect](#) section. We collect personal information for the business and commercial purposes described in the [How We Use Your Information](#) section.

## Disclosure Of Personal Information



In the preceding 12 months, we've disclosed the following categories of personal information for business or commercial purposes to the following categories of recipients:

Category of Personal Information	Categories of Recipients

Category of Personal Information	Categories of Recipients
Identifiers	Partners (such as mortgage partners or car dealerships, depending on the Services), advertising networks, and service providers (such as internet service providers, data analytics providers, email service providers, data storage providers, customer support providers, account management providers, operating systems and platforms).
Categories Of Personal Information Described In Subdivision (e) Of Section 1798.80	Partners (such as mortgage partners or car dealerships, depending on the Services), advertising networks, and service providers (such as internet service providers, data analytics providers, email service providers, data storage providers, customer support providers, account management providers, operating systems and platforms).
Protected Classification Characteristics	Service providers, Affiliates, mortgage partners, and partner companies.
Commercial Information	Partners (such as mortgage partners or car dealerships, depending on the Services), advertising networks, and service providers (such as internet service providers, data analytics providers, email service providers, data storage providers, customer support providers, account management providers, operating systems and platforms).
Internet Or Other Network Activity	Advertising networks and service providers (such as internet service providers, data analytics providers, data storage providers, operating systems and platforms).
Geolocation Data	Partners and service providers.

Category of Personal Information	Categories of Recipients
Sensory Data	Partners.
Professional Or Employment-Related Information	Service providers and partners.
Inferences Drawn From Other Personal Information	Partners, advertising networks, and service providers (such as internet service providers, data analytics providers, email service providers, data storage providers, customer support providers, account management providers, operating systems and platforms).

## Sale Of Personal Information



California law provides for certain disclosures about personal information we "sell", which for the purposes of the CCPA, means certain scenarios in which Rocket has shared personal information with third parties or Affiliates, in exchange for valuable consideration.

Under this definition, we "sell" personal information for the following commercial purposes: to enable our Affiliates and certain third parties to use your information in accordance with their privacy policies. We "sell" the following categories of personal information to the following categories of third parties:

Category of Personal Information	Categories of Third Parties
Identifiers	Affiliates and non-affiliated third parties.

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Category of Personal Information	Categories of Third Parties
Categories Of Personal Information Described In Subdivision (e) Of Section 1798.80	Affiliates and non-affiliated third parties.
Commercial Information	Affiliates and non-affiliated third parties.
Internet Or Other Network Activity	Affiliates and non-affiliated third parties.
Inferences Drawn From Other Personal Information	Affiliates and non-affiliated third parties.

You have the right to opt out of these "sales" at any time by visiting our [Do Not Sell My Personal Information webpage](#). We do not knowingly sell personal information about consumers under the age of 16.

## Consumer Rights



Subject to certain limitations, you have the right to (1) request to know more about the categories and specific pieces of personal information we collect, use, disclose and sell, (2) request deletion of your personal information, (3) opt out of "sales" of your personal information and (4) not be discriminated against for exercising these rights.

You may make these requests by [starting a request online \(https://www.rocketmortgage.com/privacy-rights/data-request?qls=QRD\\_12345678.0123456789\)](https://www.rocketmortgage.com/privacy-rights/data-request?qls=QRD_12345678.0123456789), calling [\(tel:888-444-7492\)](tel:888-444-7492) or mailing us at Rock Holdings LLC, P.O. Box 44587, Detroit, MI 48244. We'll verify your request by asking you to provide information related to your recent interactions with us.

If we receive your request from an authorized agent, we may ask for evidence that you've provided such agent with a power of attorney, or that the agent otherwise has valid written authority to submit requests to exercise rights on your behalf. **If you're an authorized agent seeking to make a request, please contact us as set out above.**

We may offer you certain financial incentives that may result in different prices, rates, or quality levels (for example, contests and referral programs). Through these offerings, consumers provide us with some [Table of Contents](#) personal information (e.g., names, emails, phone numbers) when they opt-in to our programs. There is

no obligation to opt-in and consumers may opt-out at any time. The details of each program are contained in the program offering. We offer these programs, among other things, to enhance our relationship with you so you can enjoy more of our products/services at a lower price. We invest heavily in our marketing and brands, in part, so we can provide programs to our customers. Consumer data is valuable to our business only when it is combined with a sufficient number of other consumer data and after it is enhanced by our efforts herein described. The value to our business of any individual consumer's personal information is dependent on a number of factors, including, for example, whether and to what extent you take advantage of any offerings, whether and to what extent you opt out of any offerings, and whether we are able to enhance the data through our efforts herein described. Our ability to create any value from the programs is heavily based on our ability to leverage said intellectual properties. We do not calculate the value of consumer data in our accounting statements.

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## Verifiable Client Requests



In 2021, we've received 917 verifiable consumer requests. This includes requests from people to know, access, delete their data or to opt out of data sharing.

Here's a breakdown of that number:

**229** Right To Know/Access requests

**688** Right To Delete requests

**73,046** Data Sharing Opt-Out requests

It's taken us a median of 3 days to process and respond to each request.

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*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 16

[Go to Rocket Money](#)[All Collections](#)    [Bill Negotiations](#)    [How to lower your bills with Rocket Money](#)

# How to lower your bills with Rocket Money

Our Bill Negotiation option can save you money!



Written by Daniel

Updated over a week ago

Rocket Money can negotiate your bills lower for you on your behalf saving you money and time. We support most major cell phone, cable, and security bills and are successful up to 85% of the time! Here's how it works:

## Step 1: Submit a bill

Open the Rocket Money app and on the dashboard, tap on the "TrueProtect" option

## Step 2: Choose a bill listed there or tap on "Add a bill"

**Step 3: Connect your bill** by either entering your credentials or uploading a photo of it. Note: if you don't have a paper bill you can load your bill up on your computer and take a photo of your computer screen

**Step 4: Enter your details** and negotiation preferences on the next screen

**Step 5: Confirm Payment Method** - we charge your choice of a percentage of the first year savings as a success fee - you can choose any amount from 30% to 60%. You can pay with any major credit or debit card. If we don't save you anything, you aren't charged!

Did this answer your question?



# ROCKET Money

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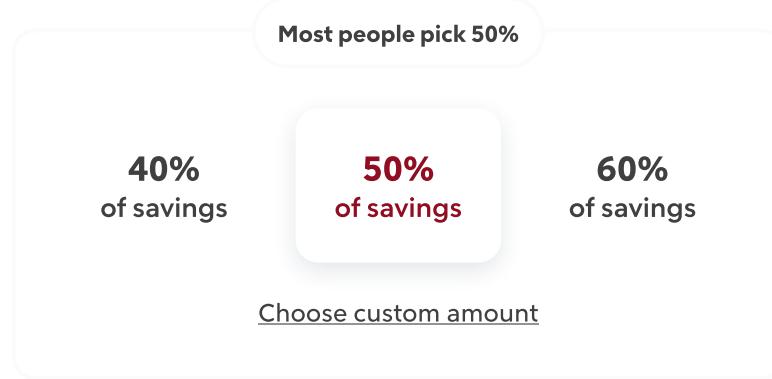
*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 17

## We're ready to lower your bill

We ask for a percentage of your first year's savings as a success fee.  
You choose how to split the savings and only pay if we save you money.

### Pay what you think is fair



Continue

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 18

## We're ready to lower your bill

We ask for a percentage of your first year's savings as a success fee.  
You choose how to split the savings and only pay if we save you money.

### Pay what you think is fair

Most people pick 50%

**30%**  
of savings



Continue

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 19

## We're ready to lower your bill

We ask for a percentage of your first year's savings as a success fee.  
You choose how to split the savings and only pay if we save you money.

### Pay what you think is fair

Most people pick 50%

**70%**  
of savings



Continue

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 20



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# Terms of Service

Date Last Revised: August 12, 2022

- General Terms
- Accepting The Terms
- Privacy And Your Personal Information
- Description Of The Services
- Account Information From Third Party Sites
- Rocket Money Offers And Third-Party Links
- Your Registration Information

- Your Use of the Services
- Use With Your Mobile Device
- Online And Mobile Alerts
- Rights You Grant To Us
- Your Authorization For ACH Debits And Credits
- Truecard
- Rocket Money Autopilot Savings
- Rocket Money Bill Presentment And Payment Services (Billpay Services)
- Rocket Money Bill Negotiation
- Rocket Money Subscription Cancellation
- Rocket Money Pay Advance
- Intellectual Property Rights
- Access and Interference
- Rules For Posting
- Social Media Sites
- Disclaimer of Representations and Warranties
- Not A Financial Planner, Broker Or Tax Advisor
- Limitations On Rocket Money's Liability
- Your Indemnification Of Rocket Money
- Ending Your Relationship With Rocket Money
- Modifications
- Governing Law And Forum For Disputes
- Allegations Of Copyright And Trademark Infringements; Notification
- Supplemental Terms And Conditions For The Services
- Apple Requirements.
- Free Credit Score
- About VantageScore 3.0

## 1. General Terms

These Terms of Service and Supplemental Terms and Conditions For the Services ("Agreement" or "Terms of Service") set forth the terms and conditions that apply to your access and use of the RocketMoney.com website and mobile application (the "App") as owned and operated by Rocket Money, Inc. (f/k/a Truebill, Inc.) ("Rocket Money"), collectively the "Services."

**The Services are intended ONLY for users in the United States, and their use is governed by US law.**

As used in this Agreement, the term "Sites" includes all RocketMoney.com and Billpay Services websites and pages that are associated or within each website and all devices, applications or services that Rocket Money operates or offers that link to this Agreement.

**By accepting electronically (clicking "I Agree"), installing, accessing or using the Services, you agree to be bound by the terms and conditions of this Agreement, as they may be amended from time to time in the future (see "Modifications" below).** If you don't agree to this Agreement, then you may not use the Services.

By agreeing to this Agreement, you also agree to [Rocket Account's Terms of Use](#) and acknowledge that you have read the Rocket Account Security And Privacy Policy, which includes using arbitration to resolve claims related to the Telephone Consumer Protection Act.

## 2. Accepting The Terms

**By using the information, tools, features, software and functionality including content, updates and new releases provided by Rocket Money, you agree to be bound by this Agreement, whether you are a "Visitor" (meaning you're simply browsing the Rocket Money.com website), or a "Member" (meaning you've registered for the Services).**

The term "you" or "User" refers to a Visitor, or Member. The term "we" refers to Rocket Money. If you wish to become a Member, communicate with other Members, or make use of the Services, you must read this Agreement and indicate your acceptance during the registration process.

You may not use the Services, and you may not accept this Agreement, if you're not at least 18 years of age and, in any event, of a legal age to form a binding contract with Rocket Money.

**If you accept this Agreement, you represent that you have the capacity to be bound by it or, if you're acting on behalf of a company or entity, that you have the authority to bind such an entity.**

Before you continue, you should print or save a local copy of this Agreement for your records.

Synapse is a backend software provider for Rocket Money, and partners with financial institutions to provide FDIC insurance. Synapse's API, and their relationship with financial institutions, enables us to offer banking services and products. **By agreeing to this Agreement, you also agree to Synapse's terms and policies, available at: <https://synapsefi.com/tos>. Furthermore, by agreeing to Rocket Money's TOS, you acknowledge that you have reviewed the Privacy Policy of Synapse's partner banking institution Evolve Bank & Trust, Member FDIC, available at: <https://synapsefi.com/evolve-privacy>.**

## 3. Privacy And Your Personal Information

We will process your personal information as described in the [Rocket Family of Companies Privacy Policy](#).

## 4. Description Of The Services

The Services are personal finance information management services that allow you to consolidate and track your financial information. The Services are provided to you by Rocket Money without charge (it's free), and are meant to provide you with information to allow you to organize and manage your finances.

**For an optional premium fee of between \$3 and \$12 per month, you may access Rocket Money Premium Services.**

You may choose the price you pay for Rocket Money Premium Services, with no change in service or functionality in premium features or services. Rocket Money Premium Services features include access to Autopilot Savings, unlimited budgeting categories, custom spend categories, real time account balance updates, premium chat and subscription cancellation concierge.

The Services may also present you information relating to third party products or services ("Rocket Money Offers"), as well as general tips, recommendations and educational material.

## 5. Account Information From Third Party Sites

Users may direct Rocket Money to retrieve their own information maintained online by third-parties with which they have customer relationships, maintain accounts or engage in financial transactions ("Account Information"). Rocket Money works with one or more online service providers to access this Account Information. Rocket Money makes no effort to review the Account Information for any purpose, including, but not limited to, accuracy, legality or non-infringement. Rocket Money isn't responsible for the products and services offered by, or on, third-party sites.

**Rocket Money cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions.**

**Rocket Money cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any User data, communications or personalization settings.**

**For example**, when displayed through the Services, Account Information is only as fresh as the time shown, which reflects when the information is obtained from such sites. Such information may be more up-to-date when obtained directly from the relevant sites. You can refresh your Account Information through the Services, in the manner prescribed in the associated instructions.

## **6. Rocket Money Offers And Third-Party Links**

Some parts of the Services are supported by sponsored links from advertisers and display Rocket Money Offers that may be custom matched to you, based on information stored in the Services, queries made through the Services or other information. We will always disclose when a particular Rocket Money Offer is sponsored.

In connection with Rocket Money Offers, the Services will provide links to other websites belonging to Rocket Money advertisers and other third parties. Rocket Money doesn't endorse, warrant or guarantee the products or services available through the Rocket Money Offers (or any other third-party products or services advertised on or linked from our site), whether or not sponsored. Rocket Money isn't an agent or broker or otherwise responsible for the activities or policies of those web sites.

Rocket Money doesn't guarantee that the loan, investment, plan or other service terms, rates or rewards offered by any particular advertiser or other third party on the Sites are actually the terms that may be offered to you if you pursue the offer, or that they're the best terms or lowest rates available in the market.

If you elect to use or purchase services from third parties, you're subject to their terms and conditions and privacy policy.

## **7. Your Registration Information**

**In order to allow you to use the Services, you'll need to sign up for an account with Rocket Money.** We may verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. These inquiries may include asking you for further information, requiring you to provide your full address and Social Security number, and/or requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report, or

verifying information you provide against third party databases or through other sources. **If you don't provide this information, or Rocket Money cannot verify your identity, we can refuse to allow you to use the Services.**

**You agree and understand that you're responsible for maintaining the confidentiality of your password which, together with your LoginID e-mail address, allows you to access the Sites.**

That LoginID and password form your "Registration Information." **By providing us with your e-mail address, you agree to receive all required notices electronically, through the Services by displaying links to notices generally on the Site, to that e-mail address.**

It's your responsibility to update or change that address, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in an e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser.

If you become aware of any unauthorized use of your Registration Information or Account Information for the Services, you agree to notify Rocket Money immediately at the email address - hello@RocketMoney.com.

**If you believe that your Registration Information or Account Information or device that you use to access the Services has been lost or stolen, or that someone is using your account without your permission, you must notify Rocket Money immediately.**

**The following is Rocket Money's contact information:**

**Email: hello@RocketMoney.com**

**Address: 8455 Colesville Road, Suite 1645, Silver Spring, MD 20910**

## **8. Your Use of the Services**

Your right to access and use the Sites and the Services is personal to you and isn't transferable by you to any other person or entity. You're only entitled to access and use the Sites and Services for lawful purposes. Accurate records enable Rocket Money to provide the Services to you. You must provide true, accurate, current and complete information about your accounts maintained at other websites, as requested in our "add account" setup forms, and you may not misrepresent your Registration Information and Account Information.

**In order for the Services to function effectively, you must also keep your Registration Information and Account Information up to date and accurate.** If you don't do this, the accuracy and effectiveness of the Services will be affected. You represent that you're a legal owner of, and that

you're authorized to provide us with, all Registration and Account Information and other information necessary to facilitate your use of the Services.

Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Services or other actions that Rocket Money, in its sole discretion, may elect to take. **In no event will Rocket Money be liable to any party for any loss, cost, or damage that results from any scheduled or unscheduled downtime.**

Your sole and exclusive remedy for any failure or non-performance of the Services, including any associated software or other materials supplied in connection with such Services, shall be for Rocket Money to use commercially reasonable efforts to effectuate an adjustment or repair of the applicable Services.

From time to time, Rocket Money may include new and/or updated pre-release features and trial-use "Sneak Preview" features in Services for your use, which permit you to provide feedback. **You understand and agree that your use of Sneak Preview features is voluntary and Rocket Money is not obligated to provide you with any Sneak Preview features.**

Furthermore, if you decide to use the Sneak Preview features, you agree to abide by any rules or restrictions Rocket Money may place on them. You understand that once you use the Sneak Preview features, you may be unable to revert back to the earlier version of the same or similar feature.

Additionally, if such reversion is possible, you may not be able to return or restore data created within the Sneak Preview feature back to the earlier version. The Sneak Preview features are provided on an "as is" basis, and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Sneak Preview features is at your sole risk.

## **9. Use With Your Mobile Device**

Use of the Services may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you're solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

**ROCKET MONEY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION**

**SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.**

## **10. Online And Mobile Alerts**

Rocket Money may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts may be sent to you following certain changes to your account or information, such as a change in your Registration Information.

Voluntary account alerts may be turned on by default as part of the Services. They may then be customized, deactivated or reactivated by you. These alerts allow you to choose alert messages for your accounts. Rocket Money may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options upon activation of your alerts service.

**You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors.** Rocket Money may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. Rocket Money shall not be liable for any **a.** delays, failure to deliver, or misdirected delivery of any alert; **b.** errors in the content of an alert; or **c.** actions taken or not taken by you or any third party in reliance on an alert.

Electronic alerts will be sent to the email address you've provided as your primary email address for the Services. If your email address or your mobile device's email address changes, you're responsible for informing us of that change. You can also choose to have alerts sent to a mobile device that accepts text messages. Changes to your email address or mobile number will apply to all of your alerts.

Because alerts aren't encrypted, we'll never include your passcode. However, alerts may include your LoginID and some information about your accounts. Depending upon which alerts you select, information such as an account balance or the due date for your credit card payment may be included. Anyone with access to your email will be able to view the content of these alerts. At any time you may disable future alerts.

## **11. Rights You Grant To Us**

By submitting information, data, passwords, usernames, PINs, credentials, other log-in information, materials and other content to Rocket Money through the Services, you're expressly directing us to use that content, and licensing that content to Rocket Money for the purpose of providing the Services. Rocket Money may use and store the content in accordance with this Agreement and our Privacy Statement.

You represent that you're entitled and authorized to disclose and submit that content to Rocket Money for use for this purpose, without any obligation by Rocket Money to pay any fees or be subject to any restrictions or limitations. By using the Services, you expressly authorize Rocket Money to access your Account Information maintained by identified third parties, on your behalf as your agent.

When you use the "Add Accounts" feature of the Services, you'll be directly connected to the website for the third party you've identified. Rocket Money will submit information including usernames and passwords that you provide to log into the Site. You hereby authorize and permit Rocket Money to use and store information submitted by you to accomplish the foregoing, and to configure the Services so that it's compatible with the third-party sites for which you submit your information.

For purposes of this Agreement, and solely to provide the Account Information to you as part of the Service, you grant Rocket Money a limited power of attorney, and appoint Rocket Money or Rocket Money Bills as your attorney-in-fact and agent, to access third-party sites, retrieve and use your information with the full power and authority to do so, and perform each thing necessary in connection with such activities, as you could do in person.

**YOU ACKNOWLEDGE AND AGREE THAT WHEN ROCKET MONEY IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD-PARTY SITES, ROCKET MONEY IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY THAT OPERATES THE THIRD PARTY SITE.**

You understand and agree that the Services aren't sponsored or endorsed by any third parties accessible through the Services. Rocket Money isn't responsible for any payment processing errors or fees or other Services-related issues, including those issues that may arise from inaccurate account information.

## **12. Your Authorization For ACH Debits And Credits**

**By creating a Rocket Money account, you provide your electronic signature to this Agreement and you authorize Rocket Money to electronically debit and credit your Bank Account via the Automated Clearing House ("ACH") in connection with your use of the Services and, if applicable, to correct erroneous debits and credits via ACH.**

If you choose to use Rocket Money's Autopilot Savings feature (previously referred to as Smart Savings) ("Autopilot Savings"), this authorization extends for the purposes of making automated debits and credits on your behalf, consistent with implementing your Autopilot Savings plan. You acknowledge that the electronic authorization contained in this section represents your prior written authorization for any automated ACH debit transactions as provided in this section, and will remain in full force and effect until you notify Rocket Money that you wish to revoke this debit

authorization by contacting us via the "Contact Support" link in the chat section of the App or emailing us at support@RocketMoney.com.

For Autopilot Savings, automated debits and/or Rocket Money Premium subscription fees, you can pause transfers at any time through the App or discontinue your Autopilot Saving plan to stop any additional debits from taking place. You must notify us that you're exercising your right to stop a debit or revoke your authorization for automatic debits at least 3 business days before the next scheduled debit date.

If you turn off Autopilot Saving, cancel your Premium subscription or notify us that you're revoking this debit authorization, but do so less than 3 business days before the next scheduled debit date, we may nonetheless attempt, in our sole discretion, to cancel that scheduled debit transaction. However, we assume no responsibility for our failure to do so.

By agreeing to this Agreement, you authorize Rocket Money to electronically debit your Bank Account via ACH as follows:

- **Amount of Debits:** As determined by Rocket Money, subscription fees for services provided as part of our Bill Negotiation, Premium Services, or as specified as part of your Autopilot Savings plans.
- **Frequency of Automated Debits:** on a per-use basis for payments of Bill Negotiation; monthly or annually for Rocket Money Premium Services payments; or weekly, bi-weekly or monthly, depending on your selected settings as part of a Autopilot Saving plan.

You may cancel ACH authorization at any time. However, we must be notified at least three (3) business days before the debit is scheduled to occur, to prevent the upcoming transaction from processing.

Rocket Money reserves the right to cancel or suspend transactions due to fraud or compliance related concerns.

**You agree** to cooperate with us in correcting errors that may occur as part of the Services. If you receive funds or a credit in an amount greater than what you are entitled to receive under the Services and these Terms, then you agree to immediately return and pay the excess amount to us.

**You agree** that we and our agents may reverse, withdraw or cancel any debit, transaction or item that provided you with funds in error. You agree that an error occurred if we or our agents send any funds to you after we receive evidence indicating that you defrauded us or provided us or our agents with false information.

**You agree** that we may initiate a new ACH debit to your Bank Account in an amount equal to such overpayment plus the amount of expenses we incurred in recovering such overpayment, including

the amount of your obligations, if any, under the “Indemnity” provision below.

In addition to any of your other representations and warranties in these Terms, you represent that: (i) your browser is equipped with at least 128-bit security encryption; (ii) you are capable of printing, storing or otherwise saving a copy of this electronic authorization for your records; (iii) the ACH transactions you hereby authorize comply with applicable law; and (iv) your email address on record with us is yours and that email address is accurate and up-to-date.

**In case of errors or questions about your electronic transfers**, message us in-App or email us at support@RocketMoney.com as soon as possible, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 90 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and Rocket Money-associated email address.
2. Describe the error or the transfer you’re unsure about, and explain as clearly as you can why you believe it’s an error, or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We’ll determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we’ll credit your account within 10 business days for the amount you think is in error, so that you’ll have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

Additional Pay Advance ACH debit authorization terms are set forth in Section 16.

## 13. Truecard

Rocket Money offers a credit card called the Truecard Credit Card (the “Truecard”). The Truecard is issued by Celtic Bank, Member FDIC, and powered by Deserve. By agreeing to the Truecard Credit Card Cardholder Agreement, you agree to the terms and privacy policy of Celtic Bank, Member FDIC, available at: <https://www.celticbank.com/privacy> and <https://www.celticbank.com/terms-conditions> and the terms and privacy policy of Deserve available at: <https://www.deserve.com/legal/terms-of-service> and [Deserve Privacy Policy](#)

## **Card Linked Offers**

Customers with a Truecard will receive statement credits or discounts on certain qualifying transactions via the Rocket Money Card Linked Offers Program. When a Truecard is issued and/or activated in the App, it will be automatically enrolled in the Rocket Money Card Linked Offers Program. Customers can see their earned rewards and subsequent statement credits in the App. Customers can also view and browse active offers in the App.

By remaining enrolled in the Rocket Money Card Linked Offers Program, you hereby authorize Visa to obtain payment card information and monitor and share your transaction data (such as date, time, amount and merchant) and aggregated transaction data based on your past spend made with your Truecard (“Figg Transaction Data”) at participating merchants with Rocket Money and its service providers (including Figg, Inc. (“Figg”) provider of the Rocket Money Card Linked Offers Program). You authorize Rocket Money, Figg, and Visa to obtain, provide and/or use your Figg Transaction Data to personalize your offers, calculate your rewards, redeem rewards, enable card-linked offer(s), and to facilitate the Rocket Money Card Linked Offers Program in accordance with this Agreement and the [Card Linked Offers Privacy Policy](#). Rocket Money may share your Figg Transaction Data with participating merchants to determine if you are eligible to receive the offered reward. You may opt-out of the Rocket Money Card Linked Offers Program at any time by unenrolling via the Rocket Money App.

To opt out of the Rocket Money Card Linked Offers Program, you must follow the steps below:

1. Open the Rocket Money App.

2. On the dashboard tab, tap on Truecard.

3. Tap “Manage” on the top right.

4. Tap “Rewards” in the list.

5. Tap “I don’t want rewards”.

6. Confirm you’d like to unenroll.

You acknowledge that we may receive information identical or substantially similar to the Figg Transaction Data from multiple sources, and our Privacy Policy will continue to govern the data we receive and use as part of the Services.

Not all transactions with your registered Truecard are tracked by Visa. You acknowledge that Visa may be unable to monitor every transaction made with your enrolled Truecard, including PIN-based purchases, purchases you initiate through identification technology that substitutes for a PIN, payments made through other payment methods (such as a digital wallet or a third party payment app, where you may choose your Truecard as a funding source but you do not present your Truecard directly to the merchant), payments of existing balances, balance transfers, or transactions that are not processed or submitted through the Visa U.S.A. payment system, and that these transactions are not eligible.

Please note that we use Figg as our service provider to help us operate the Rocket Money Card Linked Offers Program. Your Truecard may only be enrolled in one program operated by Figg. If you have already enrolled your Truecard with a separate program operated by Figg, you will be unable to register your Truecard in both the Rocket Money Card Linked Offers Program and the other Figg-operated program. You may deactivate your Truecard in the other Figg-operated program if you wish to register for the Rocket Money Card Linked Offers Program.

Statement credits will not appear or be reflected on your transaction receipt from the participating merchant at the time of purchase and will instead be reflected on your periodic Truecard statement. Subject to eligibility verification and settlement of the qualifying transaction, statement credits will typically appear on your Truecard statement approximately 30 days after the qualifying transaction but may be subject to delays.

Statement credits cannot be processed if your Truecard number expires or changes while the statement credit is pending and not settled, or if your Truecard account is not open or in good standing. You may not receive a statement credit if it is not posted by your card issuer. Rocket Money, the applicable card network, and your issuer have no responsibility or liability for the failure of a statement credit to be posted, or for any finance or other charge, or impact on any rewards, feature, or term of your account resulting from the statement credit failure. In no event shall the applicable card network be considered as maintaining any type of financial obligation or deposit or other asset account or holding funds or other value for you for distribution to you. Any pending statement credits and any associated dollar values represent offer fulfillment amounts in process owed by the applicable participating merchant, and not your funds or balances maintained or held by the payment card network or Rocket Money.

To the fullest extent permissible pursuant to applicable law, Rocket Money and its affiliates, licensors, and service providers (including payment card networks and payment processors) expressly disclaim any warranties, express, implied, statutory, or otherwise, including without limitation, warranties of merchantability, fitness for any particular purpose, and non-infringement. Rocket Money and its affiliates, licensors and service providers (including payment card networks and payment processors) do not warrant the data, content, analytics, features, or information provided through the Rocket MoneyCard Linked Offers Program, including without limitation transaction data or User submissions or other data provided by other Users, to be uninterrupted,

accurate, useful, or free of errors, viruses, or other harmful components. Under no circumstances will Rocket Money or its affiliates, contractors, employees, agents, or service providers (including payment card networks, Figg, or payment processors) be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages arising or related to the Rocket Money Card Linked Offers Program, even if Rocket Money has been advised of the possibility of such damages. In no event will Rocket Money's or its affiliates', contractors', employees', agents', or service providers' (including payment card networks' and payment processors') total liability to you for all damages, losses, and causes of action arising out of or relating to these terms or your use of the Rocket MoneyCard Linked Offers Program (whether in contract, tort including negligence, warranty, or otherwise) exceed \$100.

## 14. Rocket Money Autopilot Savings

When you enroll in Autopilot Savings we can help you save towards one or more savings goals designated by you. By enrolling in Autopilot Savings, you authorize us to automatically withdraw funds from a linked bank account that you select during enrollment ("Autopilot Linked Account"), in the amount and in the frequency (such as weekly or monthly) you designate during enrollment, subject to the Electronic Fund Transfer ("EFT") Authorization (see ACH terms below, to which you agree when you use Autopilot).

We'll hold your funds in a custodial account as described below. We'll continue to automatically withdraw funds from your Autopilot Linked Account to hold in the custodial account, unless **a.** you tell us to stop by using the Services by pausing your Autopilot Savings goal, **b.** you discontinue your Autopilot Savings plan, or **c.** we're unable to process your transfer (e.g., if there are insufficient funds in your Autopilot Linked Account).

You're solely responsible for ensuring your Autopilot Linked Account has sufficient funds for each withdrawal at the time such funds are withdrawn. You're also responsible for ensuring each savings amount designated by you is appropriate for your particular situation. If you don't have sufficient funds in your Autopilot Linked Account, you may incur an insufficient funds or overdraft fee from your bank, and we bear no liability for any fee that may be imposed by your bank. The Autopilot Savings feature is not a savings account. And you won't earn any interest on your Autopilot Savings funds.

You remain the legal owner of the funds held for your benefit in the custodial account. However, you may not use your Autopilot Savings funds while held in the custodial account to make any purchases, withdraw cash (other than to transfer your funds back to your Autopilot Linked Account), transfer funds to any third party, or for any other purpose.

We have no interest in or ownership of your Autopilot Savings funds. We'll hold your Autopilot Savings funds for your benefit in a non-interest bearing custodial account we've established for

your benefit at our bank partners or another FDIC-insured financial institution we may select. We may, from time to time, move your Autopilot Savings funds from one custodial account to a custodial account at another insured depository institution, for liquidity, backup, storage or other lawful purposes. However, this won't affect your ability to access your Autopilot Savings funds, and you remain the legal owner of your funds held in the custodial account.

Funds deposited in the Autopilot Savings feature are insured by the FDIC up to the maximum allowed by law, which is currently \$250,000 per for an individually-owned account and \$250,000 per owner for jointly owned accounts. The FDIC insures deposits according to the ownership category in which the funds are insured and how the accounts are titled. **For questions about FDIC insurance coverage, call the FDIC at 877-275-3342 or visit the FDIC's website at [www.fdic.gov](http://www.fdic.gov).**

Your Autopilot Savings funds will remain in the custodial account until you instruct us to transfer your funds back to your Autopilot Linked Account. It may take up to 5 business days from when we receive your request to complete the transfer. It's important for you to know the amount of funds you've saved before you request a transfer to your Autopilot Linked Account. If you instruct us to transfer your funds back to your Autopilot Linked Account and the amount of your requested transfer exceeds the amount of your Autopilot Savings funds, your request will be declined.

You may check your Autopilot Savings fund balance and initiate a transfer back to your Autopilot Linked Account at any time by accessing your Autopilot Savings through the Rocket Money app. You authorize us to transfer your funds back to your Autopilot Linked Account without notice to you if **a.** you terminate your participation in the Autopilot Savings Services, **b.** you terminate your Rocket Money account, **c.** we're required to do so under applicable law or by any government agency, or **d.** we, in our sole discretion, suspect that your use of Autopilot Savings is for illicit purposes or otherwise is in violation of these Terms.

Autopilot Savings is free for Rocket Money Premium users. For users who maintain a balance in their Autopilot Savings account who are not currently enrolled in Rocket Money Premium, Rocket Money will assess a \$2.00 Autopilot Savings account maintenance fee per month. Users who cancel their Rocket MoneyPremium subscription will be charged the \$2.00 Autopilot Savings account maintenance fee beginning on the first day following the termination date of your Rocket Money Premium subscription. **Account maintenance fees are non-refundable.**

## **DEPOSIT NETWORK SERVICE ACKNOWLEDGEMENT**

By utilizing the Services, your beneficial funds may be held at nbkc bank, Member FDIC ("nbkc bank") in an omnibus custodial account ("Omnibus Account"). In its ordinary course of business, nbkc bank may utilize a "Deposit Network Service" to deposit funds from the Omnibus Account into other FDIC insured banks ("Network Banks").

In the event funds from the Omnibus Account are deposited into Network Banks via the Deposit Network Service, nbkc bank will deliver funds to a custody bank ("Custodian Bank") participating in the Deposit Network Service. In the event any of your beneficial funds from the Omnibus Account arrive at a Network Bank through a Deposit Network Service, they may be eligible for FDIC insurance.

However, in the event you or nbkc bank have funds, either directly or indirectly, at any of the Network Banks, such deposit insurance coverage may be adversely affected, and the principal and any accrued interest may not benefit from FDIC insurance, even if the total amount deposited in that Network Bank through the Deposit Network Service is less than the Standard Maximum Deposit Insurance Amount, as then provided by the FDIC.

In the event of a failure of a Network Bank, you may be requested to provide certain personal information for the purposes of processing a claim to seek the associated FDIC insurance. In the event you don't provide such information on a timely basis, it's possible the beneficial funds won't benefit from FDIC insurance. By utilizing the Services, you authorize nbkc bank to utilize a Deposit Network Service as described and acknowledge that any associated beneficial principal balance and any accrued interest may or may not benefit from FDIC insurance.

## **15. Rocket Money Bill Presentment And Payment Services (Billpay Services)**

### **General**

By using our Rocket Money Bill Pay and Presentment Services ("Billpay Services"), you expressly authorize Rocket Money and/or its service providers to access your account and associated information on the Biller website ("Biller Account"), on your behalf and as your limited agent, in order to provide the Services.

The Billpay Services automate payments to billers ("Billers") identified by you. Each time you add a Biller Account through your use of the Services, Rocket Money will connect to the website for the Biller you have identified. You expressly authorize Rocket Money and/or its service providers to (A) accept, on your behalf, the terms and conditions set forth on any Biller website, and (B) to access and receive your information contained on any Biller website.

Some Billers may employ the use of a captcha or similar technology on their website during the login process to determine whether or not the site visitor is human. You expressly authorize Rocket Money and/or any third-party vendor or technology that Rocket Money chooses to decode any captcha or similar technology on your behalf. Once you've added a Biller Account through your use of the Services, Rocket Money will submit information, including usernames and passwords that you provide, to log you into the Biller site (each, a "Biller Site").

You authorize and permit Rocket Money and/or its service providers to use and store your Biller Account information to operate and configure the Services so that they are compatible with the Biller website for which you submit your Biller Account information. In providing the Services, Rocket Money and/or its service providers have no knowledge of, and are not responsible for, a violation of any contractual obligations you may have with your Biller, including the Biller's terms and conditions.

By using our Billpay Services, you acknowledge that **(A)** Rocket Money may engage third-party service providers to provide the Billpay Services; and **(B)** Rocket Money's service providers may delegate portions of their obligations to other agents or subcontractors for purposes of providing or supporting certain features of the Billpay Services. You authorize Rocket Money and its service providers to access, use, transfer and process such account data in order to provide the Billpay Services.

## **Payment Account Authorization**

Rocket Money will facilitate payments that you direct through the Services electronically by providing the information about the bank account, credit card or debit card that you designate (the "**Payment Account**") to process your payment. By initiating a bill payment through the Services, you authorize Rocket Money to provide instructions to the Biller to initiate and complete the payment on your behalf. You're solely responsible for complying with any terms set by your bank or credit union with respect to your Payment Account, including any fee terms, such as insufficient fund or overdraft fee terms.

You agree to maintain a balance or available credit limit in the specified Payment Account that's sufficient to fund all Biller payments that you initiate through the App. You certify that your Payment Account is in your name and you're authorized to use it. You represent and warrant that you have the right to authorize Billers and their payment processors to charge the Payment Account for payments that you initiate using the Services. You'll indemnify and hold Rocket Money harmless from any claims by any other owner of the Payment Account or any Biller and its payment processor resulting from your lack of authority, funds or credit.

**By accepting these Terms of Service, you consent to Rocket Money's disclosure of your personal information (including your Payment Account information) to your Billers or other third parties for the following purposes:**

- As necessary to allow your Billers to collect payments from you
- As necessary to resolve a problem related to a payment
- To verify the validity of your Payment Account

- To verify the validity of your credit or debit card
- To comply with government agency or court orders
- To our affiliates, as permitted by law to verify your identity for purposes of compliance with applicable laws including, without limitation, the USA PATRIOT Act
- To comply with inquiries in connection with fraud prevention or any investigation
- For our general internal business purposes including, without limitation, data analysis and audits, as otherwise permitted by the terms of our Privacy Policy

You're responsible for confirming the accuracy of the information you provide about each payment you authorize and the amount of the transaction. Failure to provide accurate and complete information may prohibit the use of the Services or result in errors in your requested payments to Billers. You authorize Rocket Money to send communications to the Biller on your behalf in connection with the Services.

## **Taxes**

It's your (or your Biller's) responsibility to determine what, if any, taxes apply to the payments you make, and it's your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Rocket Money isn't responsible for determining whether taxes apply to your payment transaction or for collecting, reporting, withholding or remitting any taxes arising from any payment transaction.

## **Fees**

Rocket Money reserves the right, at our complete discretion, to charge fees for the Services under a subscription model and/or on a per transaction basis. In some instances, third-party websites and applications that offer the Services may also charge service fees. The imposition of any per-transaction fees by Rocket Money will be disclosed to you prior to any payment and will be clearly noted to you.

## **16. Rocket Money Bill Negotiation**

Rocket Money offers bill negotiation services ("Bill Negotiation") as part of the Services:

1. In order to receive Bill Negotiation Services, you must provide us with the information we need to perform the Services. This information includes the account holder's name, your name and relationship to the account holder (if different), and your respective addresses,

phone numbers and email addresses, the name of the service provider ("Provider"), your Provider account number, the applicable password, pin number, or other security credentials to access the account, and any other specific information your Provider may require for us to make changes to your account. You also agree to provide a copy of the current monthly billing statement for the account showing the products and features you receive and the amounts you are billed. This information may be provided either by uploading a photo of the bill, or by enabling Rocket Money to access your online bill via a third-party provider.

2. You also agree to provide us with any additional information relevant to the negotiations prior to the start of the negotiation, including if you're planning to cancel or switch Providers within the next year. We may decline to provide the requested Bill Negotiation based on the information provided in our sole discretion.
3. You represent and warrant that all of the information you provide to us is accurate, complete and correct. You agree that we may rely upon and share your information with our agents, referral partners, providers and otherwise, as necessary in order to offer and provide the Services to you. Your personal information will only be used in the manner and for the purposes set forth in our Privacy Policy.

By requesting a Bill Negotiation, you authorize Rocket Money to contact your Provider as your limited agent in order to secure a better rate on the service on your behalf. Rocket Money will provide account verification details including, but not limited to, your full name, respective addresses, phone numbers, and email addresses, the name of the Provider, your Provider account number, the applicable password, PIN number, or other security credentials to access the account or validate the account with the service provider in order to proceed with the negotiation. If it's necessary for our agents to represent to your Provider that they're the account holder, you consent to such representation solely in order to perform the Bill Negotiation.

A Bill Negotiation request can be canceled anytime before it's completed by contacting our Support team or canceling the request in the App. If you'd like to attempt to negotiate your own bill, you must cancel your request prior to Rocket Money completing the requested Bill Negotiation or you'll be held responsible for all associated fees.

We may charge a Bill Negotiation fee (the "Negotiation Fee") for our Services connected with Bill Negotiation . The current Negotiation Fee is decided by the user, anywhere between 30-60% of the 12-month savings achieved as a result of the negotiation.

For instance, if a 40% fee is chosen and Rocket Money is able to lower a bill by \$10 per month, that would equal savings of \$120 over 12 months and a Negotiation Fee of \$48. We may charge the Negotiation Fee to the credit or debit card provided and authorized at the time the Bill

Negotiation is submitted. The Negotiation Fee is non-refundable, except in the event that an error was made during the Bill Negotiation, or except as otherwise required by applicable law.

In the event that you choose to cancel the service for which Rocket Money performed a Bill Negotiation, you must notify Rocket Money in writing no later than thirty (30) days after your provider services are canceled in order to receive a pro-rata credit for the days remaining in the month in which your services are canceled. If you cancel your service before all savings for a given billing period appear on your bill(s), you must send documentation to Rocket Money within thirty (30) days after such cancellation takes effect showing the last date of service, and Rocket Money will adjust your invoice on a pro-rata basis taking into account the date of service cancellation. If you've paid in advance, we'll issue you a credit to use toward future Bill Negotiations with Rocket Money.

Rocket Money's negotiated savings generally take 1 to 2 billing cycles to reflect on your statement, most likely your next billing statement. By default, you consent to Rocket Money improving the quality of your service if it doesn't increase your cost of service. You're responsible for fees resulting from any and all negotiations that are submitted through your Rocket Money account.

## **17. Rocket Money Subscription Cancellation**

By requesting a Subscription Cancellation you authorize Rocket Money to contact your service provider as your limited agent in order to cancel, on your behalf, your subscription/service with the specified provider. Rocket Money will provide account verification details including, but not limited to, your full name, service address, account number, payment verification, security code or other security credentials, to validate the account with the service provider in order to proceed with the cancellation. If it is necessary for our agents to represent to your service provider that they are the account holder, you consent to such representation solely in order to perform the Subscription Cancellation.

## **18. Rocket Money Pay Advance**

You may use Rocket Money Pay Advance ("Pay Advance") to request an advance of up to \$125 to be deposited by us into the account selected by you for Pay Advance ("Pay Advance Linked Account") in advance of your next scheduled paycheck deposit from your employer ("Direct Deposit"). There are no fees or other charges for Pay Advances.

To request a Pay Advance, visit the Pay Advance section in the App, select the amount of the advance you'd like to receive, and choose the optional tip amount you'd like to pay us for providing you with a Pay Advance. The suggested tip amount is 12% of the Pay Advance amount. However, tips aren't required to receive a Pay Advance. Whether you tip us, and the amount you

choose to tip, won't affect the amount of your Pay Advance or your eligibility to receive a Pay Advance now or in the future.

If we approve your request, we'll deposit the Pay Advance in your Pay Advance Linked Account. You may only request one Pay Advance per Direct Deposit pay period. We reserve the right to deny you access to the Pay Advance Service, or to receive a Pay Advance for any reason, at our sole discretion.

To be eligible for a Pay Advance, at the time of your request you must fulfill the following primary eligibility criteria:

- maintain an active Rocket Money account
- maintain a Pay Advance Linked Account and have a valid debit card associated with the Pay Advance Linked Account
- be a Rocket Money Premium subscriber in good standing
- be an authorized person with ownership rights to the Pay Advance Linked Account in order to request and repay a Pay Advance

You authorize us to use your Account Information and additional information from third parties to determine whether you meet these eligibility criteria.

**Repayment** You authorize us to debit your Pay Advance Linked Account or charge your debit card on the day of, or within three (3) days after, your next Direct Deposit in the full amount of the Pay Advance, plus the amount of any tip you choose to pay. Our failure to debit your Pay Advance Linked Account or charge your debit card when repayment is due doesn't waive or extinguish our right to initiate repayment at a later date.

If you don't have sufficient funds in your Pay Advance Linked Account when we initiate repayment, you'll be responsible for any overdraft fees, insufficient funds fees, late fees, or any other charges you incur that result from Rocket Money debiting your Pay Advance Linked Account or charging your debit card in connection with a Pay Advance. If we determine from your Account Information that your Pay Advance Linked Account is unlikely to contain sufficient funds to repay us, we may choose, in our sole discretion, to wait to initiate repayment until your next Direct Deposit date.

If we're unable to debit your Pay Advance Linked Account or charge your debit card for the full repayment amount, you won't be eligible for additional Pay Advances. However, we'll have no legal or contractual claim, or other remedy against you, if you don't repay a Pay Advance; and we

won't engage in any debt collection activities, report your failure to repay to any credit reporting agencies, or sell your obligation to repay us to a third-party debt collector.

If you're unable to repay us but would like to become eligible for Pay Advances again, please contact us via the "Contact Support" link in the chat section of the App, or email us at support@RocketMoney.com. You'll be required to pay us in full for the Pay Advance by authorizing us to debit your Pay Advance Linked Account or to charge your debit card.

If you deactivate your Rocket Money Account before you've repaid your advance, you hereby grant us permission to debit your Pay Advance Linked Account for the amount of the advance on or after the repayment date.

## **W-9 Certification**

You certify, under penalty of perjury that the Taxpayer Identification Number or Social Security number you provided is correct, and you're not subject to backup withholding because **(a)** you're exempt from backup withholding, **(b)** you haven't been notified by the Internal Revenue Service (IRS) that you're subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified you that you're no longer subject to backup withholding; and you're a U.S. citizen or other U.S. person.

## **19. Intellectual Property Rights**

The contents of Sites and the Services, including their "look and feel" (e.g., text, graphics, images, logos, and button icons), photographs, editorial content, notices, software (including html-based computer programs), and other material are protected under both United States and other applicable copyright, trademark, and other laws.

The contents of the Services belong or are licensed to Rocket Money or Rocket Money Bills, or its software or content suppliers. **Third-party trademarks, service marks, graphics and logos used in connection with the Services are the intellectual property of their respective owners and are used for identification purposes only. Use of these names, trademarks and logos does not imply a relationship with Rocket Money.**

Rocket Money grants you the right to view and use the Services subject to these terms. You may download or print a copy of information for theServices for your personal, internal, and non-commercial use only. Any distribution, reprint, or electronic reproduction of any content from theServices, in whole or in part for any other purpose, is expressly prohibited without our prior written consent. You agree not to use, nor permit any third party to use, the Site or the Services or content in a manner that violates any applicable law, regulation, or this Agreement.

## 20. Access and Interference

You agree that you'll not:

1. Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Services or any portion of the Services, without Rocket Money's express written consent, which may be withheld in Rocket Money's sole discretion.
2. Use or attempt to use any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Services, other than the search engines and search agents available through the Services and other than generally available third-party web browsers (such as Microsoft Explorer).
3. Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interferes with the proper working of the Services.
4. Attempt to decipher, decompile, disassemble or reverse-engineer any of the software comprising or in any way making up a part of the Services.

## 21. Rules For Posting

As part of the Services, Rocket Money may allow you to post content on bulletin boards, blogs and at various other publicly available locations on the Sites. These forums may be hosted by Rocket Money or by one of our third-party service providers on Rocket Money's behalf. You agree in posting content to follow certain rules.

1. You're responsible for all content you submit, upload, post or store through the Services.
2. You're responsible for all materials ("Content ") uploaded, posted or stored through your use of the Services. You grant Rocket Money a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of the Services. Archive your Content frequently. You're solely responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures. Rocket Money isn't

responsible for the Content or data you submit through the Services. By submitting content to us, you represent that you have all necessary rights and hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display and perform all or any portion of the content in connection with Services and our business including, without limitation, for promoting and redistributing part or all of the Sites (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User a non-exclusive license to access your posted content through the Sites, and to use, reproduce, distribute, prepare derivative works of, display and perform such content as permitted through the functionality of the Services and under this Agreement.

3. You agree not to use, nor permit any third party to use, the Services to **a)** post or transmit any message which is libelous or defamatory, or which discloses private or personal matters concerning any person, **b)** post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; or that is otherwise inappropriate, **c)** post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion, or **d)** interfere with other Users' use of the Service, including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Sites, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Service infrastructure or that negatively affects the availability of the Service to others.
4. Except where expressly permitted, you may not post or transmit charity requests; petitions for signatures; franchises, distributorship, sales representative agency arrangements or other business opportunities (including offers of employment or contracting arrangements); club memberships; chain letters; or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other Users to use goods or services except in those areas if any (e.g., a classified bulletin board) that are designated for such purpose.
5. You agree that any employment or other relationship you form or attempt to form with an employer, employee or contractor whom you contact through areas of the Sites that may be designated for that purpose is between you and that employer, employee, or contractor alone, and not with us.

6. You may not copy or use personal identifying or business contact information about other Users without their permission. Unsolicited emails, mailings, telephone calls or other communications to individuals or companies whose contact details you obtain through the Services are prohibited.
7. You agree that we may use any content, feedback, suggestions, or ideas you post in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant us a perpetual, worldwide, fully transferable, sublicensable, non-revocable, fully paid-up, royalty-free license to use the content and feedback you provide to us in any way.

The Services may include a community forum or other social features to exchange information with other users of the Services and the public. Rocket Money doesn't support and isn't responsible for the content in these community forums. Please use respect when you interact with other users. Don't reveal Content or information that you don't want to make public. Users may post hypertext links to content of third parties for which Rocket Money is not responsible.

## **22. Social Media Sites**

Rocket Money may provide experiences on social media platforms such as Facebook®, Twitter® and LinkedIn® that enable online sharing and collaboration among Users who've registered to use them. Any content you post, such as pictures, information, opinions, or any personal information that you make available to other participants on these social platforms, is subject to the Terms of Use and Privacy Policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

## **23. Disclaimer of Representations and Warranties**

**THE SITES, SERVICES, INFORMATION, DATA, FEATURES, AND ALL CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH THE SERVICES OR PROVIDED THROUGH THE SERVICES (WHETHER OR NOT SPONSORED) ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. ROCKET MONEY, ITS AFFILIATES, AND ITS THIRD-PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS ") MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SITE OR OF THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.**

FITNESS FOR A PARTICULAR PURPOSE. NEITHER ROCKET MONEY OR ITS SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICES IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 15 AND 18 OF THIS PROVISION MAY NOT APPLY TO YOU.

## 24. Not A Financial Planner, Broker Or Tax Advisor

NEITHER ROCKET MONEY NOR THE SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. ROCKET MONEY ISN'T A FINANCIAL PLANNER, BROKER OR TAX ADVISOR.

The Service are intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances.

## 25. Limitations On Rocket Money's Liability

ROCKET MONEY SHALL, IN NO EVENT, BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED, TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO THE SITES, YOUR USE OF THE SERVICES, THE SITES OR THIS AGREEMENT, EVEN IF ROCKET MONEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ROCKET MONEY'S LIABILITY TO YOU FOR ANY CAUSE

**WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).**

## **26. Your Indemnification Of Rocket Money**

You shall defend, indemnify and hold harmless Rocket Money and its officers, directors, shareholders and employees from and against all claims, suits, proceedings, losses, liabilities and expenses, whether in tort, contract or otherwise that arise out of or relate including, but not limited to, attorneys fees, in whole or in part, arising out of or attributable to any breach of this Agreement or any activity by you in relation to the Sites or your use of the Services.

## **27. Ending Your Relationship With Rocket Money**

This Agreement will continue to apply until terminated by either you or Rocket Money as set out below. If you want to terminate your legal agreement with Rocket Money, you may do so as follows:

To close your account for the Services, please use the directions below:

1. Login to your Rocket Money.com account.
2. Go to "Your Account."
3. Locate the "delete Rocket Money account" option under "More Options."
4. Type in "delete" where prompted.
5. Enter the password for your Rocket Money.com account.
6. Press "Yes."
7. Your account will be closed and your ability to log in deactivated immediately. Your Rocket Money.com account data will be removed within 48 hours, subject to and as explained in our Privacy Statement.

Rocket Money may, at any time, suspend your account and/or terminate its legal agreement with you and your access to the Services

- a. if you've breached any provision of this Agreement (or have acted in a manner which clearly shows that you don't intend to, or are unable to comply with, the provisions of this Agreement), b.

if Rocket Money, in its sole discretion, believes it's required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful), **c.** for any reason, and at any time, with or without notice to you, or **d.** immediately upon notice, to the e-mail address provided by you as part of your Registration Information.

You acknowledge and agree that Rocket Money may immediately suspend, deactivate or delete your account and all related information and files in your account and/or prohibit any further access to all files and the Services by you. Further, you agree that Rocket Money shall not be liable to you or any third party for any suspension or termination of your access to the Services.

## **28. Modifications**

Rocket Money reserves the right, at any time and from time to time, to modify or discontinue, temporarily or permanently, the Sites or Services with or without notice. Rocket Money reserves the right to change the Services, including applicable fees, in our sole discretion and from time to time. In certain circumstances, if you're a paying User of the Services, Rocket Money will provide notice to you. If you don't agree to the changes after receiving a notice of the change to the Services, you may stop using the Services. Your use of the Services, after you are notified of any change(s) will constitute your agreement to such change(s). You agree that Rocket Money shall not be liable to you or to any third party for any modification, suspensions or discontinuance of the Services.

Rocket Money may modify this Agreement from time to time. Any and all changes to this Agreement may be provided to you by electronic means (i.e., via email or the App or by posting the information on the Sites). The Agreement will always indicate the date it was last revised. You're deemed to accept, and agree to be bound by, any changes to the Agreement when you use the Services after those changes are posted.

## **29. Governing Law And Forum For Disputes**

California state law governs this Agreement without regard to its conflicts of laws provisions.

**ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICES OR THESE TERMS OF USE WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT**, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply California law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may, at any time, seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

**WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED**

**CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE A. THAT YOU AND ROCKET MONEY ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY, B. TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS, AND C. THAT YOU'VE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.**

**To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to Rocket Money Inc., 8455 Colesville Road, Suite 1645, Silver Spring, MD 20910.**

Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules, but if you're unable to pay any of them, we'll pay them for you. In addition, we'll reimburse all such fees and costs for claims totaling less than \$75,000, unless the arbitrator determines the claims are frivolous.

Likewise, we won't seek our attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section shall survive expiration, termination or rescission of this Agreement.

## **30. Allegations Of Copyright And Trademark Infringements; Notification**

Rocket Money respects the intellectual property rights of others, and Rocket Money asks that users of the Site and Services do the same. If you believe that your intellectual property is being used on the Site in a way that constitutes copyright infringement, please provide our Designated Agent (set forth below) the following information (as required by Section 512(c)(3) of the Digital Millennium Copyright Act):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that's allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

3. Identification of the material that's claimed to be infringing or to be the subject of infringing activity, and that's to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number and, if available, an email address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of isn't authorized by the copyright owner, its agent or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that's allegedly infringed.

The information specified above must be sent to Rocket Money's Designated Agent, at the following address:]

**Rocket Money, Inc.**

**8455 Colesville Road**

**Suite 1645**

**Silver Spring, MD 20910**

**Email: [hello@RocketMoney.com](mailto:hello@RocketMoney.com)**

Please note that Section 512(f) of the Digital Millennium Copyright Act may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please don't make false claims.

Any information or correspondence that you provide to Rocket Money may be shared with third parties, including the person who provided Rocket Money with the allegedly infringing material.

Upon receipt of a bona fide infringement notification by the Designated Agent, it's Rocket Money's policy to remove or disable access to the infringing material, notify the user that it's been

removed or has disabled access to the material and, for repeat offenders, to terminate such User's access to the Services.

If you believe that your content shouldn't have been removed for alleged copyright infringement, you may send Rocket Money's Designated Agent a written counter-notice with the following information:

1. Identification of the copyrighted work that was removed, and the location on the Site where it would've been found prior to its removal
2. A statement, under penalty of perjury, that you have a good faith belief that the content was removed as a result of a mistake or misidentification
3. Your physical or electronic signature and your contact information (address, telephone number and, if available, email address)

If a counter-notice is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party, informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the user, the removed material may be replaced or access to it restored in 14 business days or more after receipt of the counter-notice, at our discretion.

## **31. Supplemental Terms And Conditions For The Services**

These Supplemental Terms and Conditions apply for the Services, and shall prevail over any conflict or inconsistency with the Agreement above. Capitalized terms not otherwise defined below have the meanings provided in the General Terms above.

## **32. Apple Requirements.**

If you downloaded the App, any of the Services or product from the Mac App Store, the following terms also apply to you:

**A. Acknowledgement:** You acknowledge that this Agreement is between you and Rocket Money only, and not with Apple, and Rocket Money, not Apple, is solely responsible for the Software and the content thereof.

**B. Scope of License:** The license granted to you for the Software is a limited, non-transferable license to use the Software on Mac product that you own or control, and as permitted by the

Usage Rules set forth in the terms of service applicable to the Mac App Store.

**C. Maintenance and Support:** Rocket Money and not Apple is solely responsible for providing any maintenance and support services, for which additional fees may apply, with respect to the Services. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

**D. Warranty:** Rocket Money is solely responsible for any product warranties, whether expressed or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Software to conform to any applicable warranty, you may notify Apple and they'll refund the purchase price for the Software to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Rocket Money's sole responsibility.

**E. Product Claims:** Rocket Money, not Apple, is responsible for addressing any user or third-party claims relating to the Software or the user's possession and/or use of the Software, including, but not limited to: (i) product liability claims, (ii) any claim that the Software fail to conform to any applicable legal or regulatory requirement, and (iii) claims arising under consumer protection or similar legislation.

**F. Intellectual Property Rights:** You acknowledge that, in the event of any third-party claim, that the Software or your possession and use of the Software infringes that third party's intellectual property rights, Rocket Money, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

**G. Legal Compliance:** You represent and warrant that (i) you are not located in a country that's subject to a U.S. Government embargo, or that's been designated by the U.S. Government as a terrorist-supporting country, and (ii) you're not listed on any U.S. Government list of prohibited or restricted parties.

**H. Developer Contact Info:** Direct any questions, complaints or claims to: **Rocket Money Inc., 8455 Colesville Road, Suite 1645, Silver Spring, MD 20910** or email us at [hello@RocketMoney.com](mailto:hello@RocketMoney.com).

**I. Third Party Terms of Agreement:** You must comply with any applicable third-party terms of agreement when using the Software.

**J. Third-Party Beneficiary:** You acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third-party beneficiary thereof.

## 33. Free Credit Score

Rocket Money provides all Members with free access to their Experian VantageScore 3.0 credit score and provides Members who pay for Rocket Money Premium Services with access to their credit report (collectively "Credit Score"). By accessing your Credit Score through the Services, you agree to provide Rocket Money the following credit pull authorization:

I hereby authorize Rocket Money to periodically obtain and use consumer reports about me in order to provide me with (1) access to my free credit score, including periodic updates to my credit score, and (2) recommendations regarding financial products and services that may be of interest to me, including credit cards, personal loans, home loans and other financial products and services offered by Rocket Money partners.

If you find discrepancies with your credit score or information from your credit report, please contact Experian directly.

## 34. About VantageScore 3.0

**VantageScore 3.0**, with scores ranging from 300 to 850, is a user-friendly credit score model developed by the three major nationwide credit reporting agencies, **Experian®**, **TransUnion®**, and **Equifax®**. VantageScore 3.0 is used by some, but not all, lenders. Higher scores represent a greater likelihood that you'll pay back your debts, so you're viewed as being a lower credit risk to lenders. A lower score indicates to lenders that you may be a higher credit risk.

There are three (3) different major credit reporting agencies (Experian, TransUnion and Equifax) that maintain a record of your credit history, also known as your credit file. Credit scores are based on the information in your credit file at the time it's requested. Your credit file information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies.

Your credit scores can vary if the information they have on file for you is different. Since the information in your file can change over time, your credit scores also may be different from day-to-day. Different credit scoring models can also give a different assessment of the credit risk (risk of default) for the same consumer and same credit file.

There are different credit scoring models which may be used by lenders and insurers. Your lender may not use VantageScore 3.0, so don't be surprised if your lender gives you a score that's

different from your VantageScore. Your VantageScore 3.0 may also differ from your score under other types of VantageScores.

Just remember that your associated risk level is often the same even if the number isn't. For some consumers, however, the risk assessment of VantageScore 3.0 could vary, sometimes substantially, from a lender's score. If the lender's score is lower than your VantageScore 3.0, it's possible that this difference can lead to higher interest rates and sometimes credit denial.

# Get started

[Sign up](#)

Download Rocket Money for free on the iOS and Google Play stores – or sign up online today.

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Banking services provided by NBKC and partners of Synapse, Members FDIC.

Budgeting

Net Worth

*In re Rocket Companies, Inc.*  
Complaint

# Exhibit 21

## Submit your bill

Choose your payment method below.  
If we don't find you savings, you pay nothing.

Card Number

1234 1234 1234 1234

Expiration

MM / YY

CVV

000

I hereby authorize Rocket Money to contact AT&T on my behalf in order to negotiate a better rate for my service. I also agree to the Rocket Money Bill Negotiation [Terms of Service](#).

Save and submit