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Overview

Overview for Consumers

Welcome! Familiarize yourself with our privacy practices by clicking on the following links.

- Our [End User Privacy Policy](#) (also available in [français](#) and [español](#)) explains how we collect, use, and share consumer information to operate, improve, develop, and protect our services.
- Our [Cookie Policy](#) explains how we use cookies, which are small data files stored on your browser or device, as well as your choices related to those cookies.
- Our [Privacy Statement](#) explains how we collect, use, and share information relating to the access to or use of Plaid's websites, products, and services.

Please don't hesitate to [contact us](#) if you have questions.

Overview for Developers

For Developers: the following links will take you directly to the policies and statement most relevant to you:



- Our [Developer Policy](#) provides rules and guidelines that govern access to or use by developers of the Plaid API, websites, dashboards, related tools, products, and services provided by Plaid.
- Our [Cookie Policy](#) explains how Plaid uses cookies and your choices related to those cookies.
- Our [Privacy Statement](#) explains how we collect, use, and share information relating to the access to or use of Plaid’s websites, products, and services.

Please don’t hesitate to [contact us](#) if you have questions.

End User Privacy Policy

Effective Date: December 30, 2019

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 in our possession to operate, improve, develop, and 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 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.

Jump to section:



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- How We Use Your Information
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- Our Retention Practices

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First, Some Background

A quick note about Plaid

Our mission at Plaid is to empower innovators by delivering access to the financial system. Our technology provides an easy way for you to connect your bank account and other 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 ("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 the 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

Information We Collect and Categories of Sources

As explained in greater detail below, Plaid has collected identifiers, commercial information, electronic network activity information, professional information, inferences, and other types of End User Information.

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 phone number, email address, security questions and answers, and one-time password (OTP) to help verify your identity before connecting 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 the specific Plaid services developers use to power their applications, as well as the information made available by those providers. But, in general, we collect the following types of identifiers, commercial information, and other personal information from your financial product and service providers:

- Account information, including financial institution name, account name, account type, account ownership, branch number, IBAN, BIC, and account and routing number;
- 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.

The data collected from your financial accounts includes information from all your 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 IP address, hardware model, operating system, which features within our services you access, 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](#).

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, email address, phone number, or information about your financial accounts and account transactions.

Inferences we derive from the data we collect. We may use the information we collect about you to derive inferences. For example, we may infer your location or your projected income based on the information we have collected about you from other sources.

How We Use Your Information

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

- To operate, provide, and maintain our services;
- To improve, enhance, modify, add to, and further develop our services;
- To protect you, developers, our partners, Plaid, and others from fraud, malicious activity, and other privacy and security-related concerns;
- To develop new services;
- To provide customer support to you or to developers, including to help respond to your inquiries related to our service or developers' applications;
- To investigate any misuse of our service or developers' applications, including violations of our Developer Policy, criminal activity, or other unauthorized access to our services; and
- For other notified purposes with your consent.



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:

- a. 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);
- b. to comply with our legal obligations under applicable law;
- c. 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 provide or update our services); and
- d. 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 your 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;
- 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.

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.

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

Our Retention 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 or permitted 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.

Please refer to the “Your Data Protection Rights” section for options that may be available to you, including the right to request deletion of End User Information. You can also contact us about our data retention practices using the contact information below.

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 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

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 or UK, please refer to the following link for contact details: https://edpb.europa.eu/about-edpb/board/members_en).

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 data protection rights, where applicable, you can submit a request using our online form (available [here](#)), or 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.

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.

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> 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 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 EEA or UK:

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

Politique de respect de la vie privée pour l'utilisateur final

Date d'entrée en vigueur : 29 mai 2019

Le respect de la vie privée et la sécurité sont très importants pour nous à Plaid. Cette politique de respect de la vie privée est destinée à vous faire comprendre la façon dont nous collectons, utilisons et partageons les informations sur l'utilisateur final en notre possession, afin de faire fonctionner, améliorer, développer et protéger nos services et pour toute autre finalité décrite par ailleurs dans la présente politique. Veuillez prendre le temps de lire cette politique avec attention.

Pour obtenir des informations sur l'entité Plaid responsable du traitement de vos informations, veuillez voir la section Contacter Plaid ci-dessous.

Aller à la section :

Le contexte

Comment nous traitons et protégeons vos informations



- Les informations que nous collectons
- Comment nous utilisons vos informations
- Comment nous partageons et conservons vos informations

Quelques derniers détails...

- Transferts internationaux de données
- Vos droits à la protection de vos données
- Modifications apportées à cette politique
- Contacter Plaid

Le contexte

Un mot sur Plaid

Notre mission est de dynamiser les innovateurs en leur donnant accès au système financier. Notre technologie fournit un moyen facile pour que vous (« l'utilisateur final ») puissiez connecter votre compte bancaire et d'autres 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



L'objectif de cette politique est de fournir une explication simple et directe sur les informations collectées par Plaid auprès de et au sujet des utilisateurs finaux, et de la façon dont nous utilisons et partageons ces informations. Bien que nous fassions généralement confiance à nos développeurs pour vous informer au sujet des services que nous leur fournissons, et pour vous fournir une notification et obtenir tous les consentements nécessaires afin que nous puissions traiter vos informations, nous prions 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 que Plaid collecte, utilise et partage. Elle n'explique pas ce que nos développeurs font des informations d'un utilisateur final que nous leur fournissons (ou de toute autre information qu'ils peuvent collecter sur vous, leur utilisateur final). Cette politique ne couvre pas non plus les sites web, produits, ou services fournis par d'autres parties. Nous vous encourageons à examiner les politiques ou déclarations relatives à la vie privée de nos développeurs ou des tiers pour vous informer en ce qui concerne leurs pratiques.

Comment nous traitons et protégeons vos informations

Les informations que nous collectons

Informations que vous fournissez pour connecter vos comptes financiers. Lorsque vous connectez vos comptes financiers avec l'application d'un développeur ou que vous connectez de manière distincte vos comptes financiers au moyen de Plaid, nous collectons les informations de connexion requises par votre prestataire de compte, comme votre nom d'utilisateur et mot de passe, les réponses aux questions de sécurité ou un jeton de sécurité. Dans certains cas, nous collectons également votre numéro de téléphone



pour aider à vérifier votre identité avant de se connecter à vos comptes financiers. En fournissant ces informations, vous donnez au développeur et à Plaid l'autorité pour agir en votre nom, accéder et transmettre vos informations à l'institution financière concernée ou à un autre prestataire de services financiers.

Informations collectées depuis vos comptes

financiers. Les informations que nous recevons des institutions financières et autres prestataires de services financiers qui gèrent vos comptes financiers peuvent varier en fonction des services spécifiques de Plaid que nos développeurs utilisent afin d'alimenter et de renforcer leurs applications, ainsi que des informations qui sont partagées par votre institution financière et prestataires de service financier. Mais en règle générale, nous collectons les types d'informations notées ci-dessous, auprès de vos institutions financières et autres prestataires de services financiers :

- les informations de comptes, y compris le nom de l'institution financière, le nom du compte, type de compte, le numéro de la succursale, l'IBAN, le BIC et les numéros de compte et d'acheminement ;
- les informations relatives au solde du compte, y compris le solde courant et disponible ;
- les informations sur les comptes ou lignes de crédit, y compris les avis d'échéance et des montants dus, les montants des paiements et leurs dates, l'historique des transactions et les taux d'intérêts ;
- les informations sur les comptes de prêt, y compris les dates d'échéance, soldes, montants payables ou payés et dates des paiement, taux d'intérêts, type de prêt, plan de paiement et calendrier ;
- les informations sur les comptes d'investissement, y compris les données d'identification sur les actifs, la quantité et leur valeur fiscale ;



- les informations sur le(s) détenteur(s) du compte, y compris leur nom, adresse email, numéro de téléphone et informations d'adresse ; et
- les informations concernant les transactions du compte, par exemple, le montant, la date, le type, le prix, les valeurs concernées et une description de la transaction.

Les données collectées depuis vos comptes financiers pourront comprendre des informations provenant de vos comptes secondaires (p.ex. Compte courant, épargne ou de carte de crédit) accessibles au moyen d'un ensemble unique d'identifiants.

Informations reçues de vos appareils. Notre technologie est généralement intégrée dans les applications de nos développeurs. Lorsque vous utilisez votre appareil pour vous connecter à nos services au moyen de l'application d'un développeur, ou que vous accédez à votre compte Plaid, nous recevons des informations sur cet appareil, y compris l'adresse IP, le modèle de l'appareil, le système d'exploitation et d'autres informations techniques sur l'appareil. Nous utilisons des cookies ou des technologies de traçage similaires pour collecter des statistiques d'utilisation et nous aider à fournir et améliorer nos services ; vous pouvez trouver plus d'informations sur la façon dont nous utilisons les cookies et les choix qui leur sont liés dans notre Politique relative aux cookies.

Informations que nous recevons sur vous d'autres sources. Nous recevons également des informations sur vous directement du développeur concerné ou d'autres parties tierces, y compris des fournisseurs de services et des services de vérification des identités. Par exemple, nos développeurs peuvent nous fournir des informations sur vous telles que votre nom complet, adresse email, numéro de téléphone ou des informations sur les transactions de votre compte.



Comment nous utilisons vos informations

Nous utilisons les informations que nous collectons pour faire fonctionner, améliorer et protéger les services que nous fournissons, et pour développer de nouveaux services. Plus spécifiquement, nous utilisons vos informations :

- pour faire fonctionner, fournir et assurer la maintenance de nos services ;
- pour améliorer, perfectionner, modifier, ajouter à et développer nos services ;
- pour vous protéger, protéger nos développeurs, ou Plaid contre la fraude, les activités malveillantes et d'autres problèmes relatifs à la vie privée ou à la sécurité ;
- pour développer de nouveaux services ;
- pour fournir un support client à nos développeurs ou à vous, y compris en aidant à répondre aux demandes relatives à nos services ou aux applications de nos développeurs ;
- pour enquêter sur les utilisations incorrectes de nos services ou des applications de nos développeurs, y compris les violations de notre Politique relative aux développeurs, toute activité illégale ou accès non autorisé à nos services ; et
- pour toute autre finalité ayant obtenu votre consentement.

Pour les ressortissants de l'Espace Économique Européen (EEE) ou de la Suisse, lorsque nous traitons vos informations, nous ne le faisons que dans le but de remplir nos obligations envers vous en vertu de tout contrat passé avec vous ; pour nous conformer à des obligations légales ; si vous avez donné votre consentement au traitement de vos informations pour une finalité spécifique ; ou si nous avons



un intérêt légitime à utiliser vos informations (par exemple pour la protection de nos services ; pour communiquer avec vous ; ou pour fournir nos services ou les mettre à jour).

Comment nous partageons et conservons vos informations

Nous prenons des mesures spécialement conçues pour protéger les informations des utilisateurs finaux en notre possession. Ces mesures comprennent notamment l'établissement et le maintien de mesures garantissant la sécurité de vos informations telles que le chiffrement des données, pare-feux, contrôle des accès logiques et physiques, et une surveillance continue. Ces mesures de sécurité sont régulièrement évaluées et révisées (par Plaid ou des auditeurs externes) afin d'attester qu'elles répondent efficacement aux standards de notre industrie.

Nous ne vendons ni ne cédon les informations des utilisateurs finaux aux sociétés de marketing ou à d'autres tiers. Mais nous partageons les informations sur l'utilisateur final avec des tiers de la manière décrite dans la présente politique. Par exemple, nous partageons vos informations avec le développeur de l'application que vous utilisez et selon ses instructions (comme avec un autre tiers si vous nous le demandez). Nous partageons également vos informations :

- avec votre consentement ;
- avec nos prestataires de services, partenaires ou contractants en relation avec les services qu'ils réalisent pour nous ou pour nos développeurs ;
- si nous estimons de bonne foi que la divulgation de vos informations est appropriée pour nous conformer à la loi, ou aux injonctions des autorités judiciaires (tels qu'un jugement ou une injonction d'un tribunal) ;



- dans la mesure nécessaire en cas de modification de la propriété ou du contrôle de tout ou partie de notre entreprise (telle qu'une fusion, acquisition, réorganisation ou faillite) ;
- avec nos filiales, nos succursales et nos partenaires commerciaux, présents ou futurs, et avec des entreprises possédées ou dirigées par des tiers qui sont en même temps propriétaires ou dirigeants de notre entreprise ; ou
- si nous estimons raisonnablement approprié de protéger les droits, la vie privée, la sécurité ou la propriété des biens des utilisateurs finaux, de nos développeurs, de nos partenaires ou de Plaid.

Nous pouvons collecter, utiliser et partager les informations reçues de façon agrégée ou d'une manière anonyme (qui ne permet pas de vous identifier) à toute fin autorisée par la loi applicable. Ceci comprend le fait de créer ou d'utiliser des données agrégées ou anonymisées à partir des informations collectées pour développer de nouveaux services et pour faciliter la recherche. Nous conservons les informations que nous collectons sur vous aussi longtemps que nécessaire pour remplir les finalités pour lesquelles nous les collectons, à moins qu'une période de conservation plus longue soit requise ou permise en vertu de la loi, réglementation ou du contrat applicable. Selon ce que la loi applicable permet, même après que vous avez arrêté d'utiliser une application ou avez résilié votre compte avec l'un de nos développeurs, nous pouvons conserver vos informations (par exemple, si vous possédez un compte distinct auprès d'un autre développeur). Cependant, vos informations ne seront traitées que conformément aux exigences de la loi ou conformément à la présente politique.

Quelques derniers détails...

Transferts internationaux de données



Nous exerçons nos activités dans le monde entier et de ce fait les informations que nous collectons à votre sujet sont susceptibles d'être transférées, utilisées ou conservées dans n'importe quel pays où nous intervenons ou dans lequel nous faisons appel à des prestataires de services. Cela signifie que vos informations peuvent être transférées vers un pays différent que là où elles ont été collectées, qui peut ne pas fournir les mêmes niveaux de protection que dans le pays où vous résidez. Concernant les informations des utilisateurs finaux transférées en dehors de l'EEE ou de la Suisse, Plaid conclut des clauses contractuelles types (p.ex., [ici](#) et [ici](#)) afin de procurer des mesures de protection appropriées pour la protection des données à caractère personnel et respectueuses des lois applicables.

Vos droits à la protection de vos données

Sous réserve des limitations et des exceptions prévues par la loi, si vous êtes situé dans l'EEE ou en Suisse, et dans certains autres pays soumis à une législation spécifique, vous disposez de certains droits et choix quant aux informations que nous collectons à votre sujet et à la façon de les utiliser, y compris le droit :

- d'accéder aux informations sur les utilisateurs finaux que nous avons collectées sur vous ;
- de demander que nous rectifions ou mettions à jour les informations sur les utilisateurs finaux collectées sur vous, qui sont inexactes ou incomplètes ;
- de demander, dans certaines circonstances, que nous limitions le traitement des informations collectées à votre sujet, ou que nous les effacions ;
- de vous opposer au traitement des informations sur les utilisateurs finaux que nous avons collectées à votre sujet sous certaines conditions prévues par la loi ;



- lorsque le traitement est basé sur le consentement, de révoquer ce consentement ;
- de demander que nous fournissions les informations sur les utilisateurs finaux collectées à votre sujet dans un format structuré, communément 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'UE, veuillez vous référer au lien suivant pour le détail des coordonnées : https://edpb.europa.eu/about-edpb/board/members_fr).

Pour exercer vos droits à la protection de vos données, le cas échéant, vous pouvez nous contacter à privacy@plaid.com, ou de la façon décrite dans la section Contacter Plaid ci-dessous.

Modifications apportées à cette politique

Nous sommes susceptibles de modifier la présente politique de temps en temps. Si nous réalisons des changements, nous posterons la nouvelle politique sur le site web de Plaid à <https://plaid.com/legal> et nous mettrons à jour la date d'entrée en vigueur en haut de cette politique. Nous informerons également nos développeurs de toute modification importante relatifs à la conformité conformément à nos accords avec ces derniers, qui sont généralement mieux positionnés pour informer leurs utilisateurs finaux des changements à la présente politique, le cas échéant.

Contacter Plaid

Si vous avez des questions ou des plaintes 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 ou par email à :

Si vous résidez en dehors de l'EEE ou de la Suisse :

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

Si vous résidez dans l'EEE ou en Suisse :

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

Veillez noter : Pour les personnes physiques situées dans l'EEE ou en Suisse, Plaid Financial Ltd., notre entité située au Royaume Uni, est généralement le responsable du traitement de vos informations, ce qui signifie qu'elle est responsable du traitement de vos informations. Cependant, dans certains cas, le responsable du traitement sera Plaid Inc.

Política de Privacidad para el Usuario Final

Fecha de entrada en vigor: 29 de mayo de 2019

La privacidad y la seguridad son muy importantes para Plaid. La finalidad de esta Política es explicarle cómo recabamos, usamos y compartimos la información sobre el usuario final en nuestro poder para ofrecer, mejorar, desarrollar y proteger nuestros servicios, y para cualesquiera otras finalidades que se estipulen en esta



Política. Por favor, lea esta Política con atención. Para obtener información sobre la concreta entidad de Plaid responsable del tratamiento de su información, por favor consulte el apartado de Cómo ponerse en contacto con Plaid, más abajo.

Ir a la sección:

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- Qué información recabamos
- Cómo usamos su información
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Contexto

Breve comentario sobre Plaid

Nuestra misión es fortalecer a los innovadores proporcionándoles acceso al sistema financiero. Nuestra tecnología le proporciona a Usted (el “usuario final”) una forma sencilla de vincular su cuenta bancaria u otras cuentas financieras con aplicaciones software que le pueden ayudar a hacer cosas como ahorrar para la jubilación, administrar sus gastos, optimizar solicitudes de crédito o transferir dinero. Dichas aplicaciones son desarrolladas y



proporcionadas por nuestros socios comerciales (en lo sucesivo, “desarrolladores”), y potenciadas a través de la tecnología de Plaid. Al proporcionar acceso a datos financieros útiles y de gran calidad, previamente adaptados y estandarizados por nosotros, permitimos a nuestros desarrolladores centrarse en construir experiencias que sean beneficiosas para Usted.

Sobre esta Política

Nuestro objetivo en relación con la presente Política es el de ofrecerle una explicación sencilla y directa sobre qué información recaba Plaid de, y sobre, los usuarios finales y acerca de cómo usamos y compartimos dicha información. Aunque, en general, confiamos en que nuestros desarrolladores le informen en relación con los servicios que les prestamos, y también en que le informen y obtengan cualesquiera consentimientos que pudieran ser necesarios para que podamos tratar su información, valoramos la transparencia y, por esa razón, queremos ofrecerle una descripción clara y concisa de cómo tratamos su información.

Esta Política únicamente será aplicable respecto de la información que Plaid recaba, usa y comparte. No cubrirá, por tanto, el uso que nuestros desarrolladores puedan hacer de cualquier información relativa a usuarios finales que nosotros les suministremos (o de cualquier otra información que ellos mismos recaben sobre Usted, como su usuario final). Esta Política tampoco es aplicable a cualesquiera sitios web, productos o servicios de terceros. Le recomendamos consultar las políticas o declaraciones de privacidad de nuestros desarrolladores, o de dichos terceros, para obtener información adicional sobre sus prácticas.

Cómo tratamos y protegemos la información

Qué información recabamos



Información que Usted proporciona para vincular sus cuentas financieras. Cuando Usted vincula sus cuentas financieras con una aplicación de un desarrollador, o conecta de forma distinta sus cuentas financieras a través de Plaid, recabamos la información de inicio de sesión requerida por el proveedor de su cuenta, como su usuario y contraseña, las respuestas a las preguntas de seguridad, o un token de seguridad. En algunos casos, también recabamos su número de teléfono para ayudar a verificar su identidad antes de vincular sus cuentas financieras. Al facilitar esta información, usted autoriza al desarrollador y a Plaid para actuar en su nombre y acceder a, y transmitir su información de la entidad financiera correspondiente y de otros proveedores de servicios financieros.

Información recabada de sus cuentas financieras. La información que recibimos de las entidades financieras y de otros proveedores de servicios financieros que gestionan sus cuentas financieras varía en función de los servicios concretos de Plaid que nuestros desarrolladores utilicen para habilitar sus aplicaciones, así como de la información facilitada por dichas entidades financieras y proveedores. Sin embargo, en general, recabamos los siguientes tipos de información de sus entidades financieras y de otros proveedores de servicios financieros:

- información sobre la cuenta, incluyendo el nombre de la entidad financiera, el nombre de cuenta, el tipo de cuenta, el número de la sucursal, el IBAN, el BIC, el número de cuenta y, en su caso, el número routing (de enrutamiento);
- información sobre el saldo de la cuenta, incluyendo el saldo actual y el disponible;
- información sobre cuentas de crédito, incluyendo las fechas de vencimiento y cantidades adeudadas, las cantidades pagadas y las fechas, el historial de transacciones y los tipos de interés;



- información sobre cuentas de préstamo, incluyendo las fechas de vencimiento, los saldos, las cantidades pagadas o pagaderas y las fechas, los tipos de interés, los tipos de préstamo, el plan de pagos y los plazos;
- información sobre cuentas de inversión, incluyendo los datos identificativos de activos, las cantidades y los valores a efectos tributarios;
- información sobre el titular o titulares de la cuenta, incluido el nombre, el correo electrónico, el número de teléfono y la dirección; e
- información sobre los movimientos de la cuenta, incluyendo los importes, las fechas, los tipos, los precios, los valores implicados y los conceptos de las transacciones.

Tales datos incluyen información sobre todas sus subcuentas (p. ej., cheques, ahorros o tarjeta de crédito), a las que se pueda tener acceso a través de un único conjunto de credenciales de cuenta.

Información recibida de sus dispositivos. Nuestra tecnología está normalmente integrada en las aplicaciones de nuestros desarrolladores. Cuando Usted usa uno de sus dispositivos para conectarse a nuestros servicios a través de la aplicación de un desarrollador, o cuando Usted accede a su cuenta de Plaid, recibimos información sobre ese dispositivo, como su dirección IP, su modelo de hardware, su sistema operativo así como otra información técnica sobre el dispositivo. Además, utilizamos cookies, o tecnologías análogas de seguimiento, para elaborar estadísticas de uso y para que nos ayuden a prestar y mejorar nuestros servicios. Puede obtener más información sobre cómo usamos las cookies y sus opciones en relación con las mismas en nuestra Política de cookies.



Información que recibimos sobre Usted de otras fuentes. También recibimos información sobre Usted directamente del desarrollador correspondiente o de otros terceros, incluyendo proveedores de servicios y de servicios de verificación de identidad. Por ejemplo, nuestros desarrolladores pueden proporcionarnos información sobre usted, como su nombre completo, dirección de correo electrónico, número de teléfono o información sobre las transacciones en sus cuentas.

Cómo usamos su información

Utilizamos la información que recabamos para ofrecer, mejorar y proteger nuestros servicios, así como para desarrollar nuevos servicios. En particular, usamos su información:

- para operar, prestar y mantener nuestros servicios,
- para mejorar, perfeccionar, modificar o ampliar nuestros servicios, o para desarrollarlos aún más;
- para protegerle a Usted, a nuestros desarrolladores, a nuestros socios y a nosotros mismos frente a fraudes, actividades maliciosas u otras amenazas relacionadas con la privacidad y la seguridad;
- para desarrollar nuevos servicios;
- para proporcionar asistencia técnica a nuestros desarrolladores o a Usted, lo cual incluirá, entre otras actividades, contestar a sus preguntas acerca de nuestros servicios o de las aplicaciones de nuestros desarrolladores;
- para investigar cualquier uso inadecuado de nuestros servicios o de las aplicaciones de nuestros desarrolladores, lo cual incluirá violaciones de nuestra Política de desarrolladores, actividades delictivas u otros accesos no autorizados a nuestros servicios; y



- para cualesquiera otras finalidades que Usted haya consentido.

Si es Usted una persona física ubicada en el Espacio Económico Europeo (“EEE”) o Suiza, cuando tratemos su información, lo haremos exclusivamente para cumplir nuestras obligaciones derivadas de cualquier acuerdo con Usted, para cumplir las obligaciones legales que nos correspondan, porque Usted haya dado su consentimiento para el tratamiento de su información para un fin específico o porque tengamos un legítimo interés en el uso de su información (por ejemplo, proteger nuestros servicios, comunicarnos con Usted o prestar o actualizar nuestros servicios).

Cómo compartimos y almacenamos su información

Adoptamos medidas específicamente diseñadas para proteger la información del usuario final en nuestro poder. Entre tales medidas se incluyen el establecimiento y mantenimiento de medidas de control de la seguridad de la información, como cifrado de datos, cortafuegos, controles de acceso físicos y lógicos y monitorización continua. Estas medidas de seguridad son evaluadas con carácter periódico, tanto por Plaid como por auditores de seguridad externos, para corroborar que cumplen eficazmente los estándares de seguridad de la industria.

No vendemos ni arrendamos la información relativa a usuarios finales a anunciantes u otros terceros. Pero sí compartimos información de usuarios finales con terceros conforme a lo descrito en esta Política. Por ejemplo, compartimos su información con el desarrollador de la aplicación que esté utilizando y según las instrucciones de dicho desarrollador (o con otros terceros si Usted así nos lo indica). También compartimos su información:

- con su consentimiento;



- con nuestros proveedores de servicios, socios o contratistas y respecto de los servicios que nos presten a nosotros o los que presten a nuestros desarrolladores;
- cuando creamos, de buena fe, que la cesión es necesaria para cumplir con la normativa aplicable o con órdenes judiciales (tales como resoluciones o requerimientos judiciales);
- en la medida en que sea necesario, en caso de cambio de titularidad o control de toda o parte de nuestra empresa (p. ej., por producirse una fusión, absorción, reestructuración o quiebra);
- dentro del grupo Plaid y con nuestras matrices, filiales, empresas subsidiarias y socios comerciales, presentes o futuras, y con empresas bajo control o propiedad común; y
- en la medida que consideremos razonablemente necesaria para proteger los derechos, la privacidad, la seguridad o los bienes de los usuarios finales, de nuestros desarrolladores, de nuestros socios o los propios de Plaid.

Podremos recabar, usar y compartir información recabada de forma agregada o anonimizada (y que, por lo tanto, no permitirá identificarle a Usted) para cualquier finalidad legalmente permitida. Esto incluye la creación o el uso de datos agregados o anonimizados a partir de la información recabada para desarrollar nuevos servicios y para facilitar la investigación. Conservamos la información que recabamos sobre Usted durante el tiempo que sea necesario para cumplir las finalidades para los que fue recabada, salvo que se requiera o permita un periodo de conservación más amplio al amparo de la normativa aplicable. Aunque Usted haya dejado de usar una aplicación o haya cerrado su cuenta con uno de nuestros desarrolladores, y siempre que esto sea conforme con la ley aplicable, podría suceder que siguiésemos conservando su información (p. ej., si Usted



conserva otra cuenta distinta con otro desarrollador). Sin embargo, su información solo será tratada en los términos legalmente permitidos o de acuerdo con esta Política.

Consideraciones finales...

Transferencias internacionales de datos

Operamos a nivel internacional y, por ello, la información que recabamos sobre Usted puede ser transferida, usada o almacenada en cualquier país en el que desarrollemos nuestra actividad o contratemos a proveedores de servicios. Esto significa que su información podrá ser transferida a un país diferente a aquel en el que fue recabada, el cual podría no ofrecer unos niveles de protección de datos equivalentes a los de su jurisdicción. En relación con la información de usuarios finales transferida fuera del EEE o Suiza, Plaid suscribe cláusulas contractuales tipo (p. ej., las contenidas [aquí](#) y [aquí](#)) a fin de proporcionar las garantías adecuadas requeridas por la normativa aplicable para la protección de datos personales.

Sus derechos en materia de protección de datos

Sin perjuicio de las limitaciones y excepciones legalmente establecidas, si Usted se encuentra en el EEE o Suiza, o en algunas otras jurisdicciones específicas, se le reconocen ciertos derechos y opciones con respecto a la información que recabamos sobre usted y al uso que se da a la misma, entre los que se incluyen los siguientes derechos:

- a acceder a la información relativa al usuario final que le concierna;
- a solicitar que rectifiquemos o actualicemos la información relativa al usuario final que le concierna que sea inexacta o incompleta;



- a solicitar, en determinadas circunstancias, que se limite el tratamiento de la información relativa al usuario final que le concierna, o que esta sea suprimida;
- a oponerse a nuestro tratamiento de la información relativa al usuario final que le concierna cuando concurren determinadas condiciones legalmente previstas;
- a revocar su consentimiento cuando el tratamiento esté basado en dicho consentimiento;
- a solicitar que le suministremos la información relativa al usuario final que le concierna, en un formato estructurado, de uso común y de lectura mecánica, de tal forma que se pueda transferir a otra empresa, cuando ello sea técnicamente posible; y
- a presentar una reclamación relativa a nuestras prácticas en materia de protección de datos ante la autoridad de control (si usted se encuentra en la UE, consulte el siguiente enlace para obtener la información de contacto: https://edpb.europa.eu/about-edpb/board/members_es).

Para ejercer sus derechos de protección de datos, en su caso, puede ponerse en contacto con nosotros a través de privacy@plaid.com, o, según se indica a continuación, en la sección Cómo ponerse en contacto con Plaid.

Cambios en esta política

Podremos modificar esta Política de Privacidad ocasionalmente. Si efectuamos cualquier cambio, publicaremos la nueva Política en la página web de Plaid, en <https://plaid.com/legal>, y actualizaremos la fecha de vigencia ubicada en el encabezamiento de esta Política. Además, notificaremos a nuestros desarrolladores respecto de cualquier cambio sustancial, de conformidad con los



acuerdos que mantengamos con ellos, dado que ellos suelen estar en mejor posición para, en su caso, informar a sus usuarios finales acerca de tales cambios.

Cómo ponerse en contacto con Plaid

Si Usted tiene cualquier pregunta o queja sobre esta Política o, en general, sobre nuestras prácticas en materia de privacidad, podrá ponerse en contacto con nosotros escribiéndonos a privacy@plaid.com o mediante correo postal:

Si usted reside fuera del EEE o Suiza:

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

Si usted reside en el EEE o Suiza:

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

Aviso: En el caso de personas físicas ubicadas en el EEE o Suiza, nuestra entidad radicada en Reino Unido, Plaid Financial Ltd., es, normalmente, la responsable del tratamiento, lo cual quiere decir que responde del tratamiento de su información. Sin embargo, en algunos casos, el responsable del tratamiento de datos será Plaid Inc.

Privacy Statement



Effective Date: December 30, 2019

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](#).

Jump to section:

[Our Data Practices](#)

- [Information We Collect and Categories of Sources](#)
- [How We Use Your Information](#)
- [Our Lawful Bases for Processing \(EEA and UK Only\)](#)
- [How We Share Your Information](#)

[Other Details](#)

- [Advertising and Analytics Services Provided by Others](#)
- [International Data Transfers and Data Retention](#)
- [Your Choices](#)



- [Your Data Protection Rights](#)
- [Changes to this Statement](#)
- [Contacting Plaid](#)

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, 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).

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.

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:

- a. we need to fulfill our responsibilities and obligations in any contract or agreement with you;
- b. to comply with our legal obligations under applicable law;
- c. 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
- d. 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.

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, including to learn how you may be able to opt out of having your web browsing information used for behavioral advertising



purposes, please visit www.aboutads.info/choices; the European Interactive Digital Advertising Alliance (for European users); or the Digital Advertising Alliance of Canada (for Canadian users). And for more information about how Google uses your data, please visit www.google.com/policies/privacy/partners/.

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 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.

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](#).



- **Marketing Communications.** You may 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 or UK, please see [this page](#) 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 submit a request using our online form (available [here](#)), or contact us at the contact information provided below. You may be required to provide additional information necessary to confirm your identity before we can respond to your request.

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> 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 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 EEA or UK:



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

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.



Jump to section:

Our Data Practices

- Information We Collect
- How We Use Your Information
- How We Share Your Information
- Our Lawful Bases for Processing_(EEA Candidates Only)
- Our Retention Practices

Other Details

- International Data Transfers
- Your Data Protection Rights_(EEA and Canadian Candidates Only)
- Changes to this Notice
- 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 onboarding/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. 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](#) 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 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



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](#) 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](#) and [Cookie Policy](#) for information about what we collect from the use of our websites. If you have questions, contact us at 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.PLAID.COM](https://my.plaid.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) 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: 9 August 2019

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 to you in the UK, and when we transmit retrieved data related to such services to third parties on your behalf in the UK ("**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.

You may view an up-to-date copy of this Agreement at any time at <https://plaid.com/legal/>.

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1. Plaid

1.1 Plaid Financial Ltd. (company registration number 11103959) is registered with the Financial Conduct Authority under the Payment Services Regulations 2017 for the provision of 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).

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 accessing your Account Information from the Account Provider you have selected. 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; c. display your Account Information on the Plaid dashboard; or d. use your Account Information as set out in paragraph 5.1 and as otherwise described in this Agreement.

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 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. you are a resident in and using our Services from 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.

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.

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>. 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 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.

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 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 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. 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.

7.3 Plaid is 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 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.

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 paragraph 10.

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 paragraph 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 is governed by English law and is subject to the non-exclusive jurisdiction of the English Courts.

10.2 This Agreement is in English and all communications with you will be in English.

Developer Policy



Effective Date: December 30, 2019

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 "Service") 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 Service and/or access to end users' personal and financial information ("End User Data").

By accessing and using the Service, you agree to comply with all the terms of this Policy. This Policy will apply each time you access or use the Service. 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 don't agree with the change, you are free to reject it; unfortunately, that means you will no longer be able to use the Service.

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Suspension and Termination

Reporting Violations

Miscellaneous

Registration

To sign up for the Service, 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 Service. 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.

If you become aware of any unauthorized use of your Account or any other breach of security, please immediately notify us via email to security@plaid.com.

Compliance with Applicable Law

When using the Service, you must 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 and to 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 Service 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 must notify us immediately 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.



Data Storage

Any End User Data in your possession must be stored securely and in accordance with applicable laws.

Account Deactivation

Once you stop using the Service 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 Service for three months; your applicable agreement with us terminates or expires; or as reasonably necessary under applicable law. After your Account deactivation, we will dep provision 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 Service 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 Service, 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 Service 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 Service to infringe any patent, trademark, trade secret, copyright, right of publicity, or other right of any person or entity;
- access or use the Service for any purpose other than for which it is provided by us, including for competitive evaluation, spying, creating a substitute or similar service to any of the Service, 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 Service;
- create developer accounts for the Service 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 Service 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 Service, except as permitted by applicable law;
- modify, translate, or otherwise create derivative works of any part of the Service;
- access or use the Service or End User Data in a manner that violates any agreement between you or the end user and Plaid; or
- access or use the Service 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 Service and/or End User Data in whole or in part where we believe the Service is 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 Service, 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 Service 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. 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.

Miscellaneous

The failure by you or Plaid to exercise in any respect any right provided for herein 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.



Cookie Policy

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](#) and our [Privacy Statement](#).

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[Your Choices](#)

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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:

CATEGORY OF COOKIES	HOW WE USE THESE COOKIES
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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.



CATEGORY OF COOKIES HOW WE USE THESE COOKIES

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.
- 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/>. In addition, European users should visit European Interactive Digital Advertising Alliance, and Canadian users should visit Digital Advertising Alliance of Canada 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/>, 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.

Short Message Service (SMS) Terms

Effective Date: September 3, 2019

By agreeing to these Short Message Service Terms ("**SMS Terms**"), you consent to receive automated SMS messages from Plaid Inc. ("**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 selected. Message and data rates may apply.

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](#) 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.

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.

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 and 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.

2019-05-06

We added our Cookie Policy to the website.