

Pictet Developer Terms of Service

Scope of the Terms

The purpose of these Pictet Developer terms of service is to define the terms for using the Pictet's Sandbox and API provided to the user as part of performing the mission entrusted to it by Pictet.

We may amend those general terms and conditions at any time by posting a revised version on any of our websites that we maintain for the purposes of providing services linked to the use of Pictet's Sandbox and API. Amended terms are effective at the time we post them, and your continued use of the Sandbox and API constitute your acceptance of any amended terms.

Moreover, Pictet has the right to change, to modify or to expand the functionalities, features and services available on the Pictet Developer Portal, including the Sandbox and API, at any time. Where possible, Pictet will provide prior notice of any such action, but Pictet reserves the right to do so without prior notice modifications and changes to the Pictet Developer Portal and its content may affect applications you have created on the Pictet Developer Portal. Pictet will not be liable for any loss or damages resulting therefrom.

By accessing and using the Pictet's Sandbox and API, you acknowledge that you have read, understood, accepted and agreed to be bound by these Terms. If you register on the Pictet's Sandbox and API on behalf of a third party, you represent and acknowledge that you are authorized to legally bind that third party to these Terms.

1. Definitions

The terms starting with a capital letter herein shall have the meaning given below:

- "Pictet": means Pictet & Cie (Europe) S.A, a company incorporated under Luxembourg law, authorized and regulated by the Luxembourg Financial Authority, Commission de Surveillance du Secteur Financier and Banque Pictet & Cie S.A, a credit institution established under Swiss Law and supervised by the Swiss Financial Market Supervisory Authority (FINMA).
- "data": means all the data gathered, generated, manipulated or modified during the mission entrusted to the User, including but not limited to all documents, information and software, on any material whatsoever.
- "Mission": means all the technical and functional tests performed by the User while performing the mission entrusted to it by anyone.
- "Sandbox": means the dedicated secure Pictet development environment which enables testing the data gathered, generated, manipulated or modified during the mission entrusted to the User, to reduce the potential risks associated with performing that mission.
- "GDPR": means the General Data Protection Regulation (EU Regulation 2016/679)

- “EEA”: means European Economic Area
- “User(s)”: means anyone with an authorization granted by Pictet and allowed to use the Sandbox or API when performing its mission.
- “Parties”: means any User and Pictet

2. Provision of the Sandbox and API

It is expressly agreed between the Parties that performance of the mission entrusted to the User will be carried out within the Sandbox and API provided free of charge by Pictet.

In this context, Pictet provides the Sandbox and API to the User, for the terms agreed between Parties, and undertakes to allow the User to use it under the best conditions, in particular by providing necessary access and reasonable assistance to the User, as necessary, on the understanding that the use of the Sandbox and API will be subject to monitoring by Pictet for security purposes.

3. User’s obligations

As part of performing its mission, the User acknowledges:

- Not to use the Sandbox and API for a different purpose than its mission;
- Not to copy and/or reproduce the software, data, documents and/or information from the Sandbox and API for its personal use and/or for different purposes than its mission. The same applies to the extraction, exporting of sets or subjects of individual or aggregated Data and/or source codes;
- To comply, on first request, with any instructions from Pictet or one of its employees.
- To always secure its access to the Sandbox and API and take reasonable steps to prevent the introduction by its agents or personnel of any computer viruses (including worms, trojan horses or other contaminants, and any code which can be used to access, modify, delete or damage any data, files or other computer programs) into any data made available through the Sandbox and API and take all actions reasonably required and which is within its power to exclude it from access to the Sandbox and API.

Moreover, the User must comply with and act in accordance with all instructions, documentation and system, software and other requirements as stated on and/or made available by Pictet in relation of services linked to the Sandbox and API. The User must comply with all legal requirements and refrain from creating content that is unlawful or otherwise objectionable, or that may harm Pictet’s reputation or the integrity of the financial system.

4. Intellectual property

The Sandbox and API are the property of Pictet and/or its licensors and are protected by applicable intellectual property laws. All rights in the Sandbox and APIs are owned by Pictet.

The User warrants that it has the intellectual property rights to any application or other content it creates on the Sandbox and API, and that such content does not violate or infringe the intellectual property rights of any third party. The User remains sole responsible for any such content, and Pictet disclaims all liabilities for such content. The User will indemnify and hold harmless Pictet from any costs or damages suffered by Pictet because of third party use.

5. Liability

The User acknowledges that Pictet allows its access to the Sandbox and API “as is”, granting it necessary access for use in accordance with the scope of its mission. It is the User’s responsibility to secure its access and prevent fraud.

In any event, Pictet shall not be held responsible for any type of malfunction of the Sandbox and API or any possible loss of dataset by the User.

6. Confidentiality and Personal data

As part of using the Sandbox, the User, having direct to the Pictet data, undertakes to respect banking secrecy, subject to Luxembourgish law.

The User undertakes to keep strictly confidential any Data, documents and/or information to which it may have been acquainted in the context of using the Sandbox and API for performing its mission.

Furthermore, the User recognizes that any information contained in the Sandbox must be used exclusively for professional purposes.

All Parties undertake to respect the principles relating to the processing of personal data as defined by GDPR.

The Parties are both considered as Independent Controllers for all Personal Data processed under using the Sandbox and the API.

It is understood that each party is solely responsible for the processing of its own data.

Each automated processing (computerized or not) of Personal Data set up by one of the Parties and in connection with these Terms shall be carried out in accordance with the Regulations applicable to the protection of personal data.

Each Controller shall apply the provisions of the Personal Data Protection Regulation to all his service providers, subcontractors, partners and employees who process Personal Data as part of the data protection processing in the context of these Terms.

Each Controller can demonstrate compliance with the following principles:

- Personal Data must be treated lawfully, fairly and transparently with respect to the Data Subject.
- Personal Data must be collected for specified, explicit and legitimate purposes, and not further processed in a way that is incompatible with these purposes.
- Personal Data must be adequate, relevant and limited to what is necessary for the purpose for which it is processed.
- Personal Data must be accurate and, if necessary, kept up to date; all reasonable steps must be taken to ensure that personal data which are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay.
- The Personal Data must be kept in a form allowing the identification of the persons concerned for a duration not exceeding that necessary for the purposes for which they are processed.
- Personal Data must be processed in such a way as to ensure the appropriate security of Personal Data, including protection against unauthorized or unlawful processing and against loss, destruction or damage of unintentional origin.

Each Controller shall keep a record of the processing activities carried out under his / her responsibility under the conditions set out in Article 30 ("Register of Treatment Activities") of the GDPR.

Each Controller must take all the measures required by Article 32 (Processing Security) of the GDPR in order to protect the security and confidentiality of the Personal Data it processes, and in particular, taking into account the state of knowledge, the costs of implementation and the nature, scope, context and purpose of the processing as well as the risks, the degree of probability and severity of which varies for the rights and freedoms of natural persons, each Controller must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

In the case of a transfer to a country which does not belong to the EEA but whose level of protection has been recognized as adequate by the European Commission, the Personal Data processed under these Terms may be transferred on this basis. Such a transfer does not require specific authorization.

In the case of a transfer to a country outside the EEA whose level of protection has not been recognized as adequate by the European Commission, each Controller will not be able to transfer only if it has provided appropriate guarantees within the meaning of Article 46 (2) and (3) of the GDPR ("Transfer with appropriate safeguards"), such as standard contractual clauses approved by the European Commission, which guarantee a level of data protection equivalent to that of an EEA country. In the absence of a decision on adequacy or appropriate safeguards, a transfer of Personal Data to a non-EEA country may only take place based on derogations provided for in Article 49 of the GDPR ("Derogations for situations")

In addition, the User agrees to release Pictet of everything and against any financial loss, that is to say all direct and indirect losses, damages, liabilities, obligations, claims, payments, loss of customers, costs and expenses (including, but not limited to, reasonable attorneys' fees and internal and external costs incurred in notifying the supervisory authority (as defined in the GDPR) and data subjects) in the event of non-compliance with the obligations arising from the GDPR.

7. Consequences of termination of the mission

At the termination of its mission, the User undertakes to return to Pictet, immediately and on first request, the access codes, any devices and/or other equipment, supplies, information and/or documents that Pictet may have provided to the User to allow its access to Sandbox and API.

Moreover, at the termination of its mission, the User undertakes to delete all items relating to its mission on all material that may be in its possession.

8. Linked internet sites and companies

Pictet is not responsible for the content of any websites linked to services offered under these Terms. The User is advised that information on such hyperlinked or referred to websites on companies is neither investigated nor analyzed by Pictet. A hyperlink or reference to companies is meant for convenience only and does not imply that Pictet endorses such website, companies or any products or services that it describes. Pictet accept no obligation or liability in connection with those or companies. Pictet reserves the right to terminate any link or linking program at any time.

9. Trademarks

The trademarks, service marks and logos (“Marks”) of Pictet are the property of Pictet. The User’s registration will automatically terminate if it breaches any of these Terms. Upon termination, any rights granted to the User under these Terms will automatically cease. Pictet is not liable for any compensation or any damages incurred or to be incurred in connection with any termination in accordance with these Terms.

10. Miscellaneous

In case any provision of these Terms is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of any other provision will not be affected.

If the User does not comply with these Terms and Pictet does not act immediately, this doesn’t mean that Pictet waives any rights. Pictet may transfer its rights and/or obligations under these terms to third party rights.

These terms, any additional terms applicable to a specific API and the User's leverage of the Pictet Developer portal and its contents are governed by the laws of Luxembourg. The User hereby irrevocably submits to the exclusive jurisdiction of the court in Luxembourg-Ville