



# CNBV - Financial Technology Law and the General Provisions Applicable for Financial Technology Institutions

## Google Cloud Mapping

This document is designed to help fintech companies and crowdfunding institutions supervised by the Comisión Nacional Bancaria y de Valores (“**regulated entity**”) to consider the Financial Technology Institutions Law (Ley para Regular las Instituciones de Tecnología Financiera, the “**Fintech Law**”) and the General provisions applicable for financial technology institutions (Disposiciones de Carácter General Aplicables a las Instituciones de Tecnología Financiera; the “**CUF**”), (the “**frameworks**”) in the context of Google Cloud Platform (“**GCP**”) and the Google Cloud Financial Services Contract.

We focus on the following requirements of the frameworks: Article 54 and 55 of the Fintech Law and Article 85 to 88 of the CUF. For each paragraph, we provide commentary to help you understand how you can address the requirements using the Google Cloud services and the Google Cloud Financial Services Contract.

#	Framework reference	Google Cloud commentary	Google Cloud Financial Services Contract reference
<b>Fintech Law</b>			
1.	<i>Outsourcing of services</i>		
2.	Article 54 of the Fintech Law CUF, Fintech companies may hire third parties located in Mexico or abroad to provide services necessary to operate their businesses in accordance with the general provisions that will be issued by the CNBV regarding Crowdfunding Institutions (a type of Fintech company) and other institutions (i.e. the CUF). In such general provisions, the CNBV may indicate the type of services that will require authorization.	Refer to Rows 4 to 51 on CUF.	N/A
3.	Article 54 of the Fintech Law CUF, Outsourcing of services shall not release the Fintech Companies or their officers, employees, representatives or agents, of their obligations to comply with the applicable regulations.	This is a customer consideration.	N/A
<b>CUF</b>			
4.	Article 85, Agreements between Crowdfunding Institutions and third parties that imply the following need authorization from the Regulator (CNBV):		
5.	Article 85 (1) the transfer, storage, processing, safeguarding or custody of sensitive information, images of identifications or biometric information of clients; provided, that such third party has privileges to (i) access the information itself, (ii) the security configuration of the information or (iii) manages access controls; or	This is a customer consideration. You decide which services to use, how to use them and for what purpose. Therefore you stay in control of the data you store in the services.  Refer to Row 17 for information on the security of the services, including regarding the security measures that you chose to implement and operate when you use the Services.  Refer to Row 20 for information about access control and monitoring.	N/A
6.	Article 85 (2) provision of offshore (out of Mexico) accounting, treasury or client transaction record services for Crowdfunding institutions.	This is a customer consideration. You decide which services to use, how to use them and for what purpose. Therefore you decide the scope of the arrangement.  Refer to Row 26 for information about the locations where the services are performed.	N/A



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7.	Article 85 Crowdfunding Institutions must ensure that all service providers maintain confidentiality over its transactions.	This is addressed in the <a href="#">Cloud Data Processing Addendum</a> where Google makes commitments to protect your data.  Refer to Row 17 for information about the security of the services.	Confidentiality
8.	Article 85, Engagement of services with third parties shall be approved by the CEO of each Crowdfunding Institution.	This is a customer consideration.	N/A
9.	Article 85, The Crowdfunding Institutions is obliged to maintain the third-party supplier information in the suppliers registry mentioned in article 88 of the CUF.	This is a customer consideration.	N/A
10.	Article 86, A request for authorization to enter into an agreement under Article 85 of the CUF shall be accompanied by:		
11.	Article 86 I. A detailed description and flow charts of the processes of the services that will be hired, considering the activities that will be performed by the Crowdfunding Institution and the services provider	The GCP services are described on our <a href="#">services summary</a> page.  Regulated entities can operate the services independently without action by Google personnel. Google provides <a href="#">documentation</a> to explain how customers can use our services.	Definitions
12.	Article 86 II. The draft services agreement in which shall be established (i) the date that it will be executed, and (ii) the rights and obligations of the parties, including determinations regarding the intellectual property regarding designs, developments and used processes for the service provision. Such agreement shall be in Spanish.	<u>Commencement date</u> Refer to your Google Cloud Financial Services Contract  <u>Rights and obligations</u> The rights and obligations of the parties are set out in the Google Cloud Financial Services Contract.  <u>Ownership</u> You retain all intellectual property rights in your data, the data you derive from your data using our services and your applications.	Term and Termination  N/A  Intellectual Property
13.	Article 86, In this regard, the third-party services provider shall expressly accept the following obligations:		



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14.	(a) To conform with article 54 of the Fintech Law.	Google will comply with all laws, regulations and binding regulatory guidance applicable to it in the provision of the Services.	Representations and Warranties
15.	(b) In case of a due diligence to be performed by the Crowdfunding Institution, external auditor, or the Regulator, the services provider shall deliver the books, systems, registries, manuals and documents, related to the relevant services., as well as allowing the independent external auditor or the Regulator's personnel to access its offices and facilities.	<p><u>Access by supervisory authorities</u></p> <p>Google recognizes that regulated entities must be able to audit our services effectively. Google grants audit, access and information rights to regulated entities, supervisory authorities, and both their appointees. This includes access to Google's premises used to provide the Services to conduct an on-site audit. Regulated entities may access their data on the services at any time and may provide their supervisory authority with access.</p> <p><u>Audit reports</u></p> <p>Google recognizes that you expect independent verification of our security, privacy and compliance controls. Google undergoes several independent third-party audits on a regular basis to provide this assurance. Google commits to comply with the following key international standards during the term of our contract with you:</p> <ul style="list-style-type: none"> <li>• <a href="#">ISO/IEC 27001:2013 (Information Security Management Systems)</a></li> <li>• <a href="#">ISO/IEC 27017:2015 (Cloud Security)</a></li> <li>• <a href="#">ISO/IEC 27018:2014 (Cloud Privacy)</a></li> <li>• <a href="#">PCI DSS</a></li> <li>• <a href="#">SOC 1</a></li> <li>• <a href="#">SOC 2</a></li> </ul> <p>You can review Google's current <a href="#">certifications and audit reports</a> at any time. <a href="#">Compliance reports manager</a> provides you with easy, on-demand access to these critical compliance resources.</p>	<p>Regulator Information, Audit and Access Customer Information, Audit and Access</p> <p>Certifications and Audit Reports</p>
16.	(c) To inform, with at least 30 days before such modification, the Crowdfunding Institution regarding any modification in its corporate purpose or any other change that may affect the service provision.	Refer to your Google Cloud Financial Services Contract.	Notice of Change to Corporate Purpose
17.	(d) To keep as confidential, the information that is received, transferred, processed or stored during the services. Also, to accept that such information can only be used and exploited for the services purposes.	<p>Google commits to only access or use your data to provide the Services ordered by you.</p> <p>In addition, Google makes commitments to protect your data, including regarding security, in the <a href="#">Cloud Data Processing Addendum</a>.</p> <p>The confidentiality and security of a cloud service consists of two key elements:</p>	<p>Protection of Customer Data</p> <p>Confidentiality; Data Security; Security Measures (<a href="#">Cloud Data Processing Addendum</a>)</p>



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		<p><u>(1) Security of Google's infrastructure</u></p> <p>Google manages the security of our infrastructure. This is the security of the hardware, software, networking and facilities that support the Services.</p> <p>Given the one-to-many nature of our service, Google provides the same robust security for all our customers.</p> <p>Google provides detailed information to customers about our security practices so that customers can understand them and consider them as part of their own risk analysis.</p> <p>More information is available at:</p> <ul style="list-style-type: none"><li>• Our <a href="#">infrastructure security</a> page</li><li>• Our <a href="#">security whitepaper</a></li><li>• Our <a href="#">cloud-native security whitepaper</a></li><li>• Our <a href="#">infrastructure security design overview</a> page</li><li>• Our <a href="#">security resources</a> page</li></ul> <p><u>(2) Security of your data and applications in the cloud</u></p> <p>You define the security of your data and applications in the cloud. This refers to the security measures that you choose to implement and operate when you use the Services.</p> <p><u>(a) Security by default</u></p> <p>Although we want to offer you as much choice as possible when it comes to your data, the security of your data is of paramount importance to Google and we take the following proactive steps to assist you:</p> <ul style="list-style-type: none"><li>• <b>Encryption at rest.</b> Google encrypts customer data stored at rest by default, with no additional action required from you. More information is available at: <a href="https://cloud.google.com/security/encryption-at-rest/default-encryption">https://cloud.google.com/security/encryption-at-rest/default-encryption</a>.</li><li>• <b>Encryption in transit.</b> Google encrypts and authenticates all data in transit at one or more network layers when data moves outside physical boundaries not</li></ul>	



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		<p>controlled by Google or on behalf of Google. More information is available at <a href="https://cloud.google.com/security/encryption-in-transit">https://cloud.google.com/security/encryption-in-transit</a>.</p> <p>(b) <u>Security products</u></p> <p>In addition to the other tools and practices available to you outside Google, you can choose to use tools provided by Google to enhance and monitor the security of your data. Information on Google's security products is available on our <a href="#">Cloud Security Products</a> page.</p> <p>(c) <u>Security resources</u></p> <p>Google also publishes guidance on:</p> <ul style="list-style-type: none"> <li>• <a href="#">Security best practices</a></li> <li>• <a href="#">Security use cases</a></li> </ul>	
18.	(e) If the third-party sub-hires the services, such third party must notify the Crowdfunding Institution.	<p>Google recognizes that regulated entities need to consider the risks associated with subcontracting. We also want to provide you and all our customers with the most reliable, robust and resilient service that we can. In some cases there may be clear benefits to working with other trusted organizations e.g. to provide 24/7 support.</p> <p>To enable regulated entities to retain oversight of any sub-outsourcing and provide choices about the services they use, Google will:</p> <ul style="list-style-type: none"> <li>• provide information about our subcontractors;</li> <li>• provide advance notice of changes to our subcontractors; and</li> <li>• give regulated entities the ability to terminate if they have concerns about a new subcontractor.</li> </ul> <p>Google will oversee the performance of all subcontracted obligations and ensure our subcontractors comply with our contract with you.</p>	Google Subcontractors
19.	(f) Comply with the terms, conditions and processes that guarantee the return, transfer and elimination of the information.	<u>Return and transfer of data</u>	Data Export ( <a href="#">Cloud Data Processing Addendum</a> )



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		<p>Google will enable you to access and export your data throughout the duration of our contract and during the post-termination transition term. You can export your data from the Services in a number of industry standard formats. For example:</p> <ul style="list-style-type: none"> <li><a href="#">Google Kubernetes Engine</a> is a managed, production-ready environment that allows portability across different clouds as well as on premises environments.</li> <li><a href="#">Migrate for Anthos</a> allows you to move and convert workloads directly into containers in Google Kubernetes Engine.</li> <li>You can export/import an entire VM image in the form of a .tar archive. Find more information on images and storage options on our <a href="#">Compute Engine Documentation</a> page.</li> </ul> <p>Google recognizes that regulated entities need sufficient time to exit our services (including to transfer services to another service provider). To help regulated entities achieve this, upon request, Google will continue to provide the services for 12 months beyond the expiry or termination of the contract</p> <p><u>Deletion</u></p> <p>On termination of the contractual relationship, Google will comply with your instruction to delete Customer Data from Google systems. For more information about deletion refer to our <a href="#">Deletion on Google Cloud Platform whitepaper</a>.</p>	<p>Transition Term</p> <p>Deletion on Termination (<a href="#">Cloud Data Processing Addendum</a>)</p>
20.	(g) Keep within the audit registries detailed information regarding the access or access intents and the operations and activities performed by the user.	<p>Google recognizes that you need visibility into who did what, when, and where for all user activity on our service.</p> <ul style="list-style-type: none"> <li><a href="#">Cloud Identity and Access Management</a> helps to prevent against unauthorized access by controlling access rights and roles for Google Cloud Platform resources.</li> <li><a href="#">Cloud Audit Logs</a> help your security teams maintain audit trails in GCP and view detailed information about Admin activity, data access, and system events.</li> </ul>	N/A



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		<ul style="list-style-type: none"> <li><a href="#">Multi-Factor Authentication</a> provides a wide variety of verification methods to help protect your user accounts and data.s.</li> </ul> <p>The “Managing Google’s Access to your Data” section of our <a href="#">Trusting your data with GCP whitepaper</a> explains Google’s data access processes and policies.</p> <p>In addition, you can also monitor and control the limited actions performed by Google personnel on your data using these tools:</p> <ul style="list-style-type: none"> <li><a href="#">Access Transparency</a> is a feature that enables you to review logs of actions taken by Google personnel regarding your data. Log entries include: the affected resource, the time of action, the reason for the action (e.g. the case number associated with the support request); and data about who is acting on data (e.g. the Google personnel’s location).</li> <li><a href="#">Access Approval</a> is a feature that enables you to require your explicit approval before Google support and engineering teams are permitted access to your customer content. Access Approval provides an additional layer of control on top of the transparency provided by Access Transparency.</li> </ul>	
21.	(h) Have information control access to the information and profiles determined by the Crowdfunding Institution.	See Row 20 above.	N/A
22.	(i) Allow the Crowdfunding Institution to perform specific security revisions set forth in the CUF.	Refer to Row 17 for information on the security of the services, including regarding the security measures that you choose to implement and operate when you use the Services.	N/A
23.	Article 86, III. The following documents regarding the Technological Infrastructure:		
24.	(a) Description of the communication links used between the third-party and the Crowdfunding Institution.	Google provides tools to help you manage and scale your networks. Refer to our <a href="#">Google Cloud Networking Products</a> page for more information.	N/A
25.	(b) Telecommunications diagram whereby the connection between all suppliers and Crowdfunding Institution is reflected.	See Row 24 above.  In addition, <a href="#">Google Cloud's Architecture Framework</a> describes best practices, makes implementation recommendations, and goes into detail about products and services. The framework aims to help you design your Google Cloud deployment so that it best matches your business needs.	N/A



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26.	(c) Address where the services will be performed, as well as, the data centers, primary and secondary, in which the data will be stored and processed. Such information shall include street name, number, county, state, zip code.	<p>To provide you with a fast, reliable, robust and resilient service, Google may store and process your data where Google or its subprocessors maintain facilities.</p> <ul style="list-style-type: none"> <li>Information about the location of Google's facilities and where individual GCP services can be deployed is available on our <a href="#">Global Locations page</a>.</li> <li>Information about the location of Google's subprocessors' facilities is available on our <a href="#">Google Cloud subprocessors page</a>.</li> </ul> <p>Google provides the same contractual commitments and technical and organizational measures for your data regardless of the country / region where it is located. In particular:</p> <ul style="list-style-type: none"> <li>The same robust security measures apply to all Google facilities, regardless of country / region.</li> <li>Google makes the same commitments about all its subprocessors, regardless of country / region.</li> </ul> <p>Google provides you with choices about where to store your data. Once you choose where to store your data, Google will not store it outside your chosen region(s).</p> <p>You can also choose to use tools provided by Google to enforce data location requirements. For more information, see our <a href="#">Data residency, operational transparency, and privacy for customers on Google Cloud Whitepaper</a>.</p>	<p>Data Transfers (<a href="#">Cloud Data Processing Addendum</a>)</p> <p>Data Security; Subprocessors (<a href="#">Cloud Data Processing Addendum</a>)</p> <p>Data Location (<a href="#">Service Specific Terms</a>)</p>
27.	(d) Interrelationship application or systems subject of the service, including the Crowdfunding Institution.	<p>There are a number of ways to integrate our services with your systems:</p> <ul style="list-style-type: none"> <li><a href="#">Cloud Console</a> allows you to find and check the health of all your Google Cloud resources in one place, including virtual machines, network settings, and data storage.</li> <li><a href="#">Cloud APIs</a> allow you to access Google Cloud products from your code and automate your workflows by using your preferred programming language.</li> </ul>	N/A
28.	(e) The continuity mechanisms of the hired service.	<p>Google will implement a disaster recovery and business contingency plan for our services, review and test it at least annually and ensure it remains current with industry standards. Regulated entities can review our plan and testing results.</p> <p>In addition, information about how customers can use our Services in their own business contingency planning is available in our <a href="#">Disaster Recovery Planning Guide</a>.</p>	Business Continuity and Disaster Recovery



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29.	Article 86 IV. Mechanisms that allow the Crowdfunding Institution to maintain in its facilities the detailed registries of all Transactions, as well as its accounting records.	This is a customer consideration.	N/A
30.	Article 86 V. When the third party has access privileges to the images of official identifications or biometric information of the Clients, present evidence of the controls that it will maintain to guarantee the confidentiality, integrity and availability of this information.	Refer to Row 17 for information on the security of the services, including regarding the security measures that you choose to implement and operate when you use the Services.	N/A
31.	Article 86 VI. When hiring Cloud services, the following shall be described:		
32.	(a) Type of cloud, public, private or hybrid.	GCP is a public cloud service. Customers can choose to deploy it as part of a hybrid or multi-cloud deployment.	N/A
33.	(b) Specific regions where it will be stored and processed.	Information about the location of Google's facilities and where individual GCP services can be deployed is available on our <a href="#">Global Locations page</a> . Refer to Row 26 for more information.	N/A
34.	(c) Other schemes of public cloud or shared infrastructure, the description of the mechanisms of control used to guarantee the confidentiality, integrity and availability of the sensitive information.	Refer to Row 17 for information on the security of the services, including regarding the security measures that you choose to implement and operate when you use the Services.	N/A
35.	Article 86 VII. The description of the mechanisms to surveille the performance of the third-party and the compliance with its contractual obligations, including at least, those set forth in the CUF.	<p>You can monitor Google's performance of the Services (including the SLAs) on an ongoing basis using the functionality of the Services.</p> <p>For example:</p> <ul style="list-style-type: none"> <li>• The <a href="#">Status Dashboard</a> provides status information on the Services.</li> <li>• <a href="#">Google Cloud Operations</a> is an integrated monitoring, logging, and diagnostics hosted solution that helps you gain insight into your applications that run on GCP.</li> <li>• <a href="#">Access Transparency</a> is a feature that enables you to review logs of actions taken by Google personnel regarding your data. Log entries include: the affected resource, the time of action, the reason for the action (e.g. the case number associated with the support request); and data about who is acting on data (e.g. the Google personnel's location).</li> </ul>	Ongoing Performance Monitoring



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36.	Article 86 VIII. Plans to evaluate and report to the Administration Organ or the surveillance committee of the Crowdfunding Institution, depending on the importance of the hired service, the third-party performance and the compliance of the regulations applicable to the service.	See Row 34 above.	N/A
37.	Article 86 IX. Evidence that allows to verify that the third-party have and implement data privacy and confidentiality policies that allow the Crowdfunding Institution to comply with applicable legal provisions. If the services are provided abroad, documentation that evidences that the country where such third-parties reside grants protection to personal data and its confidentiality is safeguarded.	<p>Google recognizes that you expect independent verification of our security, privacy and compliance controls. Google undergoes several independent third-party audits on a regular basis to provide this assurance. Google commits to comply with the following key international standards during the term of our contract with you:</p> <ul style="list-style-type: none"> <li>• <a href="#">ISO/IEC 27001:2013 (Information Security Management Systems)</a></li> <li>• <a href="#">ISO/IEC 27017:2015 (Cloud Security)</a></li> <li>• <a href="#">ISO/IEC 27018:2014 (Cloud Privacy)</a></li> <li>• <a href="#">PCI DSS</a></li> <li>• <a href="#">SOC 1</a></li> <li>• <a href="#">SOC 2</a></li> <li>• <a href="#">SOC 3</a></li> </ul> <p>You can review Google's current <a href="#">certifications and audit reports</a> at any time. <a href="#">Compliance reports manager</a> provides you with easy, on-demand access to these critical compliance resources.</p>	Certifications and Audit Reports
38.	Article 87, The Crowdfunding Institutions that hire third party services subject to the Regulators authorization, as well as, those related with operative process and data base administration and IT systems shall comply with the following:		
39.	Article 87, I. For services related with operative process and data base administration and IT systems, to convene what is set forth in II of article 86.	Refer to Row 12 for information in relation to Article 86 II.	N/A
40.	Article 87, II. To perform, at least once a year, internal or external audits regarding the hired services or to have evidence that the third party has performed them.	<p><u>Audits</u></p> <p>Google recognizes that regulated entities must be able to audit our services effectively. Google grants audit, access and information rights to regulated entities, supervisory authorities, and both their appointees.</p> <p><u>Third-party audit reports</u></p> <p>Refer to Row 37 for information about the third party audit reports Google providers.</p>	<p>Regulator Information, Audit and Access Customer Information, Audit and Access</p> <p>Certifications and Audit Reports</p>



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		You can review Google's current <a href="#">certifications and audit reports</a> at any time. <a href="#">Compliance reports manager</a> provides you with easy, on-demand access to these critical compliance resources.	
41.	Article 87, III. To maintain in its principal office, at least, information and documentation regarding evaluations, audit results, and in its case cure plans, as well as, performance results.	This is a customer consideration.	N/A
42.	Article 87, IV. To update the description or documentation regarding any modification that is considered as a relevant impact regarding the provided service or that are related with the systems, equipment and applications subject of the hired services.	<p>Google continuously updates the services to enable our customers to take advantage of the most up-to-date technology. Given the one-to-many nature of our service, updates apply to all customers at the same time.</p> <p>We recognize that our approach to change management is important to your own change management processes. Google will not make updates that materially reduce the functionality, performance, availability or security of the Services.</p> <p>If Google needs to discontinue a service without replacing it, you will receive at least 12 months' advance notice. Google will continue to provide support and product and security updates during this period.</p>	Changes to Services
43.	Article 87, V. Regarding the technological infrastructure and the information security, to have:		
44.	(a) the technical characteristics description of systems, equipment and application subject of the service.	The GCP services are described on our <a href="#">services summary</a> page. In addition, Google provides <a href="#">documentation</a> to explain how customers can use our services.	Definitions
45.	(b) Those mechanisms that assure the transfer and storage of the coded information, including the Coded protocol and technological infrastructure security components.	<p><u>Encryption at rest</u></p> <p>Google encrypts customer data stored at rest by default, with no additional action required from you. More information is available on the Google Cloud <a href="#">Encryption at rest</a> page.</p> <p><u>Encryption in transit</u></p> <p>Google encrypts and authenticates all data in transit at one or more network layers when data moves outside physical boundaries not controlled by Google or on behalf of Google. More information is available on the Google Cloud <a href="#">Encryption in transit</a> page.</p>	N/A



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		Refer to Row 17 for information on the security of the services, including regarding the security measures that you choose to implement and operate when you use the Services	
46.	(c) The type of sensitive information that will be stored by the third-party in its equipment and facilities.	This is a customer consideration. You decide which services to use, how to use them and for what purpose. Therefore you stay in control of the data you store in the services.	N/A
47.	(d) The control and surveillance mechanisms to access the computer systems and to the sensitive information transferred, stored, processed and custodied in such systems, as well as such reports, data base and security configurations.	Refer to Row 20 for information about access control and monitoring.  Refer to Row 17 for information on the security of the services, including regarding the security measures that you chose to implement and operate when you use the Services.	N/A
48.	(e) Evidence of the control and control mechanisms regarding sub-index V and VI of article 86 of the CUF.	Refer to Rows 31 to 34.	N/A
49.	Article 87, VI. Evidence mentioned in sub-index IX of article 86 of the CUF.	Refer to Rows 37 and 40.	N/A
50.	Article 87, The CEO or Sole Director will be responsible of the implementation of the evaluations and cure plans set forth in this article	This is a customer consideration.	N/A
51.	Article 88 of the CUF, Crowdfunding Institutions shall keep a detailed record of all of their third party providers, which shall not be limited to services rendered and regulated under article 85 of the Fintech Regulations.	This is a customer consideration.	N/A