

## **Felyx Privacy Statement**

Version 2.0. Most recently amended: 28 June 2019

If you activate and use our application (the “**Felyx App**”), visit a Felyx website (“**Website**”), rent a scooter, are in touch with us, or enter into a contract with us in some other manner, we process your personal data. The identity of the primary data controller for these data processing operations depends on where you utilise the service or in the context of which service you have contact with us:

- Use in the Netherlands: our entity Felyx E-scooters 1 B.V., a private limited liability company incorporated under Dutch law, having its registered office at Herengracht 493 in (NL-1017 BT) Amsterdam, The Netherlands, registered in the Trade Register under Chamber of Commerce number 69167249];
- Use in Belgium: our entity Felyx Brussels BVBA, a private limited liability company incorporated under Belgian law, having its registered office at Belliardstraat 40 in (B-1040) Brussels, Belgium.

The data controller concerned will be referred to below as “**Felyx**” or “**we**”.

In addition, Felyx Sharing B.V. – Herengracht 493, NL-1017 BT, Amsterdam, Chamber of Commerce number 68094434 – can act as joint controller when it is involved in determining or prescribing the data processing policy. However, Felyx will act as the data controller as regards outside parties and will deal with any requests relating to the rights of data subjects. It has agreed this with other entities within its group.

### **1. Personal data that we collect**

We collect personal data that you provide to us when you contact us, as well as personal data about your use of our services, including via the Felyx App, the Website, and sensors in a scooter that you rent. In addition, we obtain personal data relating to you from third parties.

#### ***Data provided to us***

Our services for users are primarily provided via the Felyx App. If you wish to use the Felyx App, you will need to enter certain information (see also Section 5) so that we can complete your registration and can know for sure that you are who you say you are. For registration, we need the following from you:

- your name and address details (your full name, address, postcode, and city/town); and
- your date of birth.

In order to be able to prepare and/or perform the rental agreement with you, we need the following personal data from you (this data is also required):

- credit card and other payment details;
- e-mail address; and
- driving licence details, to check your authorisation to drive.

#### ***Data regarding your usage***

When you rent a scooter, certain data needs to be processed in order to perform the rental agreement. Data including the following (which we consider to be personal data because we can link it to your account) will be forwarded to our central system:

- the identification number that we have assigned to a scooter;
- the battery charge level and the electricity consumption;
- the distance travelled (based on the odometer reading);
- the duration of travel (based on the elapsed time);
- data that identifies your peripherals, such as a MAC address, IP address, or other number (this data does not always qualify as personal data, but we mention it for convenience); and
- vehicle status data (for example whether the vehicle is clean and intact).

In addition, we may process certain data about your use with your consent (see Section 6).

If you rent the scooter but another party takes on the payment obligation (“third-party billing account”), we can also

allow that other party to see the aforementioned usage data.

**Data that we receive from third parties or generate ourselves**

There is also personal data relating to you that we receive from third parties, or that we generate ourselves on the basis of the data that you provide:

- the personal data relating to the validation and verification referred to in Section 3;
- personal data relating to cookies utilised by us or third parties;
- data that we link to certain patterns, such as a status in the profile that we draw up about you on the basis of your behaviour (for example: the frequency with which you rent a scooter) or surfing behaviour.

**2. Purposes for processing personal data**

We utilise the abovementioned categories of personal data for various purposes. The main purposes are listed below, with a specification of our legitimate interests:

<b>Processing and purpose</b>	<b>Legal basis</b>
Register – To complete your registration, we store information about you, including contact information.	Preparation/performance of the agreement
Customer Identification – In order for you to rent a scooter effectively, we need you to prove, in addition to registering, that you are authorised to drive. You must do so with your driving licence. If we see reason to do so, we may ask for additional (identification) information. We can also ask you to cooperate with a credit check so that we know that the payment method you specify will in fact work. More information about this is given in Section 3.	Legitimate interest of Felyx Statutory obligation
Renting – If you want to rent a scooter, you need to reserve it. When renting, you must check the scooter and confirm the rental. In that context, we process data about your use of the Felyx App, including the location.	Preparation/performance of the agreement
Fees and payments – We utilise personal data to calculate or determine fees or payments and to make payments and collect claims.	Preparation/performance of the agreement Legitimate interest of Felyx
Contact – If you contact us with a question, report or complaint, we process your (user) name, the content of your message, and (possibly) contact details, and may take notes of the communication so as to help you as much as possible.	Legitimate interest of Felyx
Marketing – Promotion and analysis of our services and those of our affiliated partners, via e-mail, telephone, or online media. For electronic direct marketing to non-customers, we request prior approval. See also Section 7 for more information.	Legitimate interest of Felyx or a third party If required: consent
Security – We need to ensure that our services (including the Felyx App) are not misused, and we wish to protect the integrity of our information, services, and software. We therefore put organisational and technical measures in place. For example, you need a password to access the Felyx App. We process this in a secure manner. If it is necessary and proportionate, an IT expert can gain access to customer data.	Preparation/performance of the agreement Legitimate interest of Felyx or a third party
Legal – We can enforce our rights, for example in a lawsuit or (insurance) dispute.	Legitimate interest of Felyx Statutory obligation

Profiling – Drawing up a profile of you so that we know who our customers are. We mainly record your preferences and factual information about the frequency with which you rent, and where. We do this in order to assist you. If we use this information for marketing purposes, you have a right to object if you can invoke special personal circumstances that outweigh our interests.	Preparation/performance of the agreement Legitimate interest of Felyx
Analysis – We analyse the effectiveness of our services via the Felyx App and the Website, including with cookies and similar technologies. More information about this is given in Section 8.	Legitimate interest of Felyx
Monitoring usage – In order to detect and correct errors in the rental process, we process real-time information about the use of our scooters. We are not interested in identifying individuals in that connection.	Legitimate interest of Felyx
Commercial purposes – We may sell or finance/refinance business units, for which we may provide access to our records and operating methods.	Legitimate interest of Felyx or a third party
Other contracts – To place orders, administer income and expenditure, and for other internal management work, we process personal data of suppliers/business contacts and their representatives.	Preparation/performance of the agreement Legitimate interest of Felyx Statutory obligation
Sharing with third parties – We may share personal data with third parties for some purposes. More information about this is given in Section 5.	Preparation/performance of the agreement Legitimate interest of Felyx or a third party Statutory obligation

In the context of the above purposes, your personal data may be shared – to the extent necessary – with companies in the same group as Felyx Sharing Holding B.V. If processing personal data relating to the above purposes is unnecessary for preparing and/or performing the agreement with you or for the legitimate interests of Felyx or a third party, it will be based on your consent. It may also be based on a statutory obligation to which Felyx is subject or on a cooperation obligation/possibility that applies to Felyx in relation to regulators or enforcement authorities.

***Legitimate interests***

The legitimate interests of Felyx or a third party include:

- the promotion of products and services provided by or under the trade name Felyx;
- the security of (IT) systems, facilities and scooters, including the Felyx App and the Website;
- prevention of fraud and crime through identification and verification of documents and devices;
- detecting and correcting errors in the rental process;
- monitoring and analysing the Felyx App and the Website;
- sharing personal data with parties that assist Felyx with its services (for example lawyers, accountants, consultants);
- commercial purposes (such as the sale of business operations or shares);
- taking action (in court or otherwise) against a Felyx renter who is in arrears with payment or has committed unlawful acts or traffic offences;
- improving customer support and the provision of services;
- drawing up internal memorandums.

Processing based on a legitimate interest requires a weighing up of interests. Please contact us if you wish to know how that has been done in a specific case.

### **3. Validation, verification, and automated decision-making by Felyx**

#### ***Credit check***

Felyx provides rental services in return for retrospective payment. In the case of new registrations and if the customer's master data is changed (surname, first name, address, bank details), Felyx – if it sees reason to do so – can obtain an assessment of the risk of non-payment (based on mathematical statistical procedures) from a credit rating company ("scoring"). For this purpose, the personal data needed for the credit check (name, date of birth, address, and bank details) are passed on to the credit rating company. The customer's address details can also be taken into account when compiling a scoring value. Based on this information, the statistical probability of default will be calculated and we will decide on that basis whether to enter into the contractual relationship. Felyx engages credit rating companies to carry out the credit check. If you have any questions about this, please contact our customer service department at [klantenservice@felyx.nl](mailto:klantenservice@felyx.nl).

#### ***Identity check***

If it sees good reason for doing so, Felyx can pass on your name and address details and date of birth to credit rating companies for fraud prevention purposes. This is so as to verify that you are registered or can be reached at the address provided. The data can be passed on both when you initially register and when there is a change of name or address. Felyx also reserves the right to repeat address verification in the event of objective suspicions that indicate implausible information regarding you. Felyx engages address service providers for address verification purposes. Felyx reserves the right to reject activation of the customer for individual rental if the result of address verification is negative. If you have any questions about this, please contact our customer service department at [klantenservice@felyx.nl](mailto:klantenservice@felyx.nl).

#### ***Online driving licence validation***

If you make use of our system for validating your driving licence online, the images that you make of your driving licence and the profile you create are processed for the purpose of validation. The data necessary for validation is abstracted, the images are compared ("face matching"), and the images received are stored as a permanent record of the driving licence validation. If automatic processing cannot be carried out – for example if the quality of the image is inadequate – subsequent processing will be carried out manually. It is only possible to make use of online validation if you give your explicit consent.

#### ***Check on validity of driving licence***

Felyx reserves the right to carry out a regular check on the validity of your driving licence with third parties. For that purpose, the personal data needed for the check (surname, first name, date of birth, address, and driving licence number) is passed on to the relevant third parties.

### **4. Payment**

The payment data that you provide during registration forms the basis for billing. If you carry out the rental process at the expense of another customer's billing account ("cross-use", see Section 7 of the General Terms and Conditions), the specific driver's information will appear on the other customer's bill.

### **5. Provision to third parties**

In addition to the processing operations relating to validation and verification referred to in Section 3, we may also provide your personal data to third parties in the following cases, for the reasons given:

- to the extent necessary to provide the services, employees from different departments will have access (for example the IT, customer service, administration departments);
- when you register or if your address changes, we may provide your name and address details to a service provider that provides address verification services. We do this in order to be able to (correctly) perform the agreement with you;
- if the services of third parties (for example vehicle services) are utilised within the scope of the rental or

registration relationship, Felyx is entitled to pass on your personal data to the aforementioned third party, in so far as this is necessary to perform the agreement with you;

- if we have more than merely the suspicion of a violation of the rights of third parties, of criminal offences, or of abuse, we will provide personal data to the third parties involved, to the extent that we are legally obliged to do so;
- if we are legally obliged or authorised in other cases to provide personal data to third parties.

Felyx also utilises the services of third parties that function as “processors” (for example hosting providers). Felyx is obliged to enter into a processor agreement with such service providers stipulating that they may only process personal data in accordance with Felyx’s instructions and subject to its control.

In principle, your personal data will not be transferred outside the European Economic Area (EEA). However, in the case of some of the non-European service providers that we engage, data processing outside the EEA cannot be excluded, for example:

- Confirm.io Inc., 60 Canal Street Floor 6, Boston, MA 02114 United States (automatic checking of driving licences for validation purposes);
- Zendesk, INC.- 1019 Market St., San Francisco, CA 94103 United States (customer contact software);
- Google Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States (cloud storage);
- Facebook Inc., 1 Hacker Way, Menlo Park, CA 94025, United States (marketing and customer contact).

Felyx will put measures in place to ensure that international transfers comply with the applicable legislation. Please contact us if you have any questions about the safeguards we have put in place.

## 6. Your consent

In a number of cases we need your unambiguous consent before we can carry out a certain kind of processing with personal data (or have it carried out). If such consent is required, we will ask you for it, outside the scope of this Privacy Statement. We need your consent, among other things, for the following processing operations:

- if data is placed or read on your device (phone, tablet, etc.) using the Felyx App and that is not necessary for technical operation of the Felyx App;
- processing the location of the device on which you have installed and are using the Felyx App (phone, tablet, etc.) if that is not necessary for provision of our service;
- sending electronic direct marketing messages if you are not an existing customer of ours; and
- placing certain cookies and similar technologies on your peripherals (see Section 8).

To process location data, you will need to have “location facilities” enabled on your mobile device.

You can decide freely whether or not to give your consent. If you do give consent, you can withdraw it whenever you wish. The easiest way to do this may vary from one processing operation to another (for example via the Felyx App, our Website, or via the operating system of your peripherals).

**Important:** Not giving consent, or withdrawing it, may have consequences for the provision of services by Felyx.

## 7. Communication, including marketing and advertising

We will send you information by phone, e-mail, or post if that is necessary for performing the agreement, for example information about new conditions or changes in the provision of services. We may also contact you with marketing-related messages about our own or similar products or services, as well as with survey questions and other requests aimed at improving our services. If you do not wish to receive this kind of information, you can unsubscribe via [klantenservice@felyx.nl](mailto:klantenservice@felyx.nl) (see also Section 9).

## 8. Cookies

Felyx utilises cookies to analyse its services and to conduct advertising and marketing activities. Felyx utilises various types of cookies for this purpose. The use of some marketing-related cookies, such as tracking cookies, requires your prior consent, because the law considers this to involve the processing of personal data. You can withdraw your

consent at any time. We have drawn up a separate [Cookies Policy](#) in which we explain how we utilise cookies and what that means for you.

## 9. Your rights

You have the statutory right to know what personal data of yours we have stored and to whom we have disclosed it. You can access most of the personal data (such as the data provided by you and usage data) via the Felyx App or the Website. If you wish to inspect the personal data processed by Felyx any further, please send an e-mail to [klantenservice@felyx.nl](mailto:klantenservice@felyx.nl). We may disregard excessive requests.

In addition to the right of access, you have the following rights with regard to our processing of your personal data:

- the right to lodge a complaint with the (Dutch) Data Protection Authority [*Autoriteit Persoonsgegevens*] (DPA) or another regulator (only if it is competent);
- the right to rectify/correct your personal data;
- the right, in certain specific cases, to have your personal data erased;
- the right to restrict processing;
- the right to data portability;
- the absolute right to object to processing operations that relate to direct marketing, such as messages about it; and
- the right to object to processing operations that take place because of the legitimate interests of Felyx or a third party (whether this objection will be successful depends on your personal circumstances). Processing operations that take place because of the legitimate interests of Felyx or a third party are listed in Section 2.

You can exercise these rights (with the exception of the right to complain to the DPA) by sending an e-mail to [klantenservice@felyx.nl](mailto:klantenservice@felyx.nl). You can only exercise these rights to the extent that the law grants them to you.

## 10. Security and retention period

We apply a level of security that is sufficient, given the state of the art, to prevent unauthorised access to, alteration of, disclosure of, or loss of personal data. This includes both technical and organisational measures (such as encryption of data, control of access to our sites, only a limited group of employees having access to the data, etc.). In principle, we do not retain personal data for more than two years after the expiry of an agreement with you, unless we are required by law to retain data for a longer period of time.

## 11. Amendments to this Privacy Statement

The way we process personal data, and the composition or amount of data that we process, may change. We therefore reserve the right to amend this Privacy Statement. You will if possible be notified of any changes.

Versions of this Privacy Statement:

*Version 2.0, dated 28 June 2019*

*Version 1.0, dated 1 August 2017*