



GARDA UNO S.p.A.

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Cod. Fisc. 87007530170 - P. IVA 00726790983

Capitale sociale 10.000.000 euro i.v.

PRIVACY DISCLAIMER

(Car Sharing)

pursuant to and for the purposes of art. 13, of the EU Regulation n. 2016/679 with respect to the protection of individuals with regard to personal data

Dear Sir / Madam

We wish to inform you that the European Regulation n. 679 of 27 April 2016 on the processing of personal data provides for the protection of individuals with regard to the processing of personal data.

Under Article 13 of the REG. EU 2016/679, we therefore provide you with the following information:

1. Identification details of the Holder (and of any other subjects)

The Data Controller is GARDA UNO SPA with registered office in Padenghe sul Garda, Via Italo Barbieri 20 - telephone +39 0309995401- e-mail: none at all: protocol@pec.gardauno.it;

The External Data Processor is RCI Mobility based in France, Rue de Garmont 1, 75002 Paris - phone +33 176888673 - email: contact.mobility@rcimobility.com.

2. Purpose of the processing

The processing of personal data, even particular (formerly sensitive data), provided at the time of signing a Contract, is aimed solely at the establishment and management of the contract, the management of tax data, as well as compliance with the matters established by laws, contracts and regulations.

The legal basis that justifies the data processing is represented by the contract signed by the parties, by the relative Regulations for the use of the vehicle and by the fulfillment of legal obligations.

The data may therefore also be used for communications regarding the execution of the Contract and the Regulations and for the proper functioning of the requested Service.

3. Processing methods

In relation to the aforementioned purposes, the data is processed electronically and on paper.

The data will be entered in the records and in the registers required by law and will be transmitted to the financial offices and other state administrations in compliance with the provisions of the law.

All data processing operations are implemented in order to guarantee the integrity, confidentiality and availability of personal data.

The data will be collected through a web application on the institutional website of Garda Uno SpA at the address <https://www.gardauno.it> and through a free web app for "App" smartphone.

4. Type of data collected

In order to allow the execution of IT procedures and not related to:

- Vehicle reservations;
- Registration of use;
- Access to services rendered;
- Participation in promotional initiatives;
- Evaluation surveys;

The following personal data will be collected:

- Name and surname;
- Address;
- Mobile phone number;
- Date of birth;
- License image - front side;
- Patent image - back side;
- License number;
- Expiry date, where present;
- Place of issue;
- Issuing date;
- Fiscal Code
- Email address;
- Password chosen, having the characteristics shown on the web page;

Furthermore, for the purpose of formal verification that the Applicant subscriber of the Contract is authorized to operate a vehicle:

- Photography of the face (c.d. "selfie") with a license attached to the face

For tax and administrative purposes, data relating to payments made through the platform which are detailed below are collected and processed:

- Date of payment;
- Payment amount.

No data is collected regarding the payment instruments used by the Customer (credit card and prepaid credit card details) which are processed by the External Treatment Manager as explained in point 6.

The geolocation data of the vehicle and therefore of the user of the vehicle itself, is accessible:

- to the Data Processor exclusively in the event of an accident or emergency: only in this case the geolocation system present on the vehicle is interrogated and the position is acquired. This information, recorded in real time, is communicated to the Data Controller in order to activate the procedures provided for in the Contract; the position thus acquired is not subject to conservation by the Data Processor;

- to the Data Controller only in the event of an explicit request to the IT System to manage the company fleet of vehicles granted in Car Sharing to Customers. The acquisition of information on the position of the vehicle by the Owner is finalized to verify any emergency or requests from public security Corps, and is not subject to conservation but to immediate use only and subsequently the data is destroyed;

The system does not record, does not track and does not store (memorize) information regarding position, routes, travel times, stops or other related data, thus allowing to keep the right to privacy and personal freedom of the Customer but guarantees the possibility to be able to intervene in a timely manner in case of need related to a claim or theft.

5. Data retention period

The personal data provided will be kept for the duration of the contract and for a subsequent period up to the end of the 10 (ten) years following the end of the contractual relationship as required by the Civil Code.

The geolocation data is not stored thus ensuring compliance with the principle of relevance, necessity and not excess of the treatment. The geolocation data eventually acquired for the purposes referred to in point 4, are destroyed after their immediate use. Furthermore, the data relating to the Customer's payment instruments (Credit Card, Prepaid Credit Card, Current Accounts) cannot be accessed by the Data Controller; the information systems of the Data Processor maintain exclusively a cryptographic key that allows the Customer to proceed with the payment of the Required Fees through the Payment Service Provider of his choice (financial transaction) without being able to disclose the characteristic data of payment instruments (example: credit card number, etc.). They are kept for the time necessary to manage the Car Sharing Contract with the Customer ..

6. Scope of communication and dissemination of data

The data can be communicated to:

- all subjects whose right of access to such data is recognized pursuant to regulatory provisions;
- to our collaborators and employees authorized to process data, within the scope of their duties;
- to all those natural and / or legal persons, public and / or private when the communication is necessary or functional to the constitution and management of the contractual relationship, in the ways and for the purposes described above, in particular:
 - o Credit Institutions / Banks / Payment Service Providers (PSP) with which the payments of the Customers are credited;
 - o Public Institutions;
 - o Forces of the Order (Police, Carabinieri, Italian Finance Police, Local Police and similar ones)
 - o External Service Provider with the company name "RCI Mobility" appointed as Data Processor;
 - o Insurance company responsible for the settlement of claims UNIPOLSAI Assicurazioni SpA
 - o clients and / or contractors in the context of procurement contracts also to meet the charges deriving from joint and several liabilities pursuant to art. 29 of Legislative Decree no. 276/2003

The Data Controller uses tools provided by international organizations (Microsoft Office 365) that can process personal data outside the European Union. The adequacy of this transfer is defined by the standard clauses approved by the EU Commission integrated into the Supply Contract.

The Data Processor named RCI Mobility will process the data in accordance with the provisions of the Service Contract stipulated with the Data Controller and in any case in full compliance with the Regulations. The Data Processor uses tools that he himself designed and the processed data will not be transferred outside the European Union.

The adequacy of this transfer is defined by the contractual clauses for privacy purposes (art. 13: Protection of personal data - legal and regulatory obligations) provided by the Data Processor at the time of signing the Service Contract with the Data Controller in which the methods and terms of compliance are listed with the GDPR Regulation. In his capacity as Data Processor, he undertakes to keep the personal data processed on behalf of the Data Controller for the entire duration of the Car Sharing Services and to return or destroy them based on the choice of the Data Controller. The Manager will keep the information relating to the identity of the Clients, the number of the driving license / driving permit including a copy of the image of the same document and the data concerning the reservations for a period of six years according to the obligations relating to road offenses.

The Responsible therefore undertakes to:

- treat users' personal data solely for the purpose of providing car sharing services and, generally, to act solely on the basis of written instructions and documents documented by the Data Controller (ie these general terms and conditions of sale, as well as any other written instruction of the Owner). Consequently, RCI MOBILITY undertakes to inform the Data Controller in the event that RCI MOBILITY considers these instructions to be in contrast with the GDPR or any other national regulation in force concerning the protection of personal data;
- guarantee that the personnel authorized to process the personal data of the Data Controller is bound by a contractual or legal obligation to non-disclosure;
- implement the appropriate technical and organizational measures, according to the state of knowledge, implementation costs and nature, scope, the context and purpose of the processing, as well as the risks for the rights and freedoms of individuals, in order to guarantee the security of personal data and protect them against any accidental or illicit destruction, accidental loss, modification, unauthorized disclosure or access;
- subcontract for personal data only under the following conditions:
 - o RCI MOBILITY undertakes to keep an accurate list of the subcontractors involved in the execution of the services.
 - o The Data Controller allows RCI MOBILITY to subcontract all or part of its obligations on condition that RCI MOBILITY informs the Data Controller of any project to adapt this list of subcontractors, in particular the addition or replacement of a subcontractor before this change is made, with the clarification that the Data Controller may oppose the participation of these new subcontractors and that the subcontracting operation can take place only in the absence of an objection by the Data Controller within one (1) month following the notification of the change by RCI MOBILITY.

It is possible to request the updated list of subcontractors who are allowed to be involved in the services at the date of signing the Contract;

- o RCI MOBILITY undertakes to transfer to all subcontractors permitted, as part of a written agreement, all obligations in subject to personal data for which it is responsible according to this article 13;

- o RCI MOBILITY retains full responsibility for compliance by the sub-responsible party with its obligations in protection of personal data.

- Implement the appropriate technical and organizational measures to be able to assist the Owner, as far as possible, and taking into account the nature of the processing, in responding to requests from interested parties wishing to exercise their rights under the GDPR.

- o If RCI MOBILITY receives such a request directly from an interested person, RCI MOBILITY will inform the Data Controller as soon as possible and will respond to this request only with the consent and in accordance with the owner's written instructions (instructions to be provided to RCI MOBILITY within 5 working days from receipt of the request communicated by RCI MOBILITY):

- o If the Owner himself takes care of the request of an interested person, communicated by RCI MOBILITY, the Owner undertakes to process this request as soon as possible and to inform RCI MOBILITY, within 10 working days from receipt of the request sent by the Supplier of the Service, of the action taken in response to it.

- To reasonably cooperate with the Data Controller, taking into account the nature of the processing and information available to RCI MOBILITY, so that the Data Controller can fulfil the obligations set out in articles 32 to 36 of the GDPR (ie the guarantee of the security of the processing, the completion of an impact assessment on data protection and preliminary consultations with the competent authorities and the notification of the supervisory authorities or interested persons in the event of a violation of personal data, according to the conditions set out below).

- o RCI MOBILITY undertakes to notify the Data Controller of any breach of personal data, pursuant to Article 4, (12) of the GDPR, as soon as possible after having become aware of and supplying the necessary information as soon as possible so that the Owner can notify the event to the competent authorities and, where appropriate, to the persons concerned.

- o Since not all the information referred to in Article 33 (3) of the GDPR may be available at the time when it becomes aware of the breach of personal data, RCI MOBILITY may notify this information to the Data Controller in stages.

The Owner authorizes RCI MOBILITY. if personal data were to be transferred to a country outside the European Union, to stipulate the standard contractual clauses of the European Commission with the recipient of the data. Furthermore, the Data Controller allows RCI MOBILITY to authorize its subcontractors, should a subcontractor of RCI MOBILITY make such transfer of personal data, to stipulate standard contractual clauses with the recipient of the data in the name and on behalf of the Data Controller.

7. Effects of the activation of the Contract

The disclosure of the information is prior to the activation of the Contract. In case of activation of the Contract by subscription, we take note of the information contained in

the information notice, explicitly accepting the processing of the data provided. It is possible after the signing of the Contract to assert the rights referred to in point 8.

8. Rights pursuant to articles 15, 16, 17 18, 20, 21 and 22 of the REG. EU 2016/679

We inform you that as an interested party, in addition to the right to lodge a complaint with a supervisory authority, you also have the rights listed below, which you can enforce by making a specific written request to the data controller, as indicated in point 1.

Art. 15 - Right of access

The interested party has the right to obtain from the data controller the confirmation that the processing of personal data concerning him is being carried out and, in this case, to obtain access to personal data and information regarding the processing.

Art. 16 - Right of correction

The interested party has the right to obtain from the data controller the rectification of inaccurate personal data concerning him without undue delay. Taking into account the purposes of the processing, the data subject has the right to obtain the integration of incomplete personal data, also by providing a supplementary declaration.

Art. 17 - Right to cancellation (right to oblivion)

The interested party has the right to obtain from the data controller the deletion of personal data concerning him without unjustified delay and the data controller has the obligation to delete personal data without undue delay.

Art. 18 - Right to limit the processing

The interested party has the right to obtain the treatment limitation from the data controller when one of the following hypotheses occurs:

- the interested party disputes the accuracy of personal data, for the period necessary for the data controller to verify the accuracy of such personal data;
- the processing is unlawful and the data subject opposes the deletion of personal data and requests instead that its use be limited;
- although the data controller no longer needs it for the purposes of processing, personal data is necessary for the data subject to ascertain, exercise or defend a right in court;
- the data subject has opposed the processing pursuant to Article 21, paragraph 1, pending verification regarding the possible prevalence of the legitimate reasons of the data controller with respect to those of the interested party.

Art. 20 - Right to data portability

The interested party has the right to receive in a structured format, commonly used and readable by automatic device, the personal data concerning him provided to a data controller and has the right to transmit such data to another data controller without hindrance by part of the data controller to whom it has supplied them.

Art. 21 - Right of opposition

The interested party has the right to object at any time, for reasons related to his particular situation, to the processing of personal data concerning him pursuant to Article 6, paragraph 1, letters e) or f), including profiling on the basis of these provisions.

Art. 22 - Right not to be subjected to automated decision-making, including profiling

The data subject has the right not to be subjected to a decision based solely on automated processing, including profiling, which produces legal effects that concerns him or that significantly affects his person.

Padenghe sul Garda: 27 June 2019

The Data Controller
Legal representative of the company
Mario dott. Bocchio
(digitally signed document)

The reading of the Information on the Treatment is certified through its explicit acknowledgment, through a tick box, on the Garda Uno website or in the "App". Acknowledgment is an explicit condition to the subsequent signing of the Contract which determines acceptance.

The digital signatures have been placed on the electronic original of this deed pursuant to art. 24 of Legislative Decree 82/2005 and subsequent amendments. The electronic original is kept in the computer archives of the Company Garda Uno Spa.