





# Service card application

# Vehicle data Applicant data

Vehicle registration	ion Vehicle type						Manufacturer	Service Card			Company			
no.	HGV ≥12 t	HGV < 12 t	icle <7.5t	Com.vehicle ≤ 3.5t /Van*	Bus	Car		UTA Full	Mercedes	OMNIplus				Customer no.
	HGV	HGV	Com.veh	Com.veh	ā	O		) T	Mer	MO	Street name and n			
											Post code	Location		
											Country		fax	
											Telephone		e-mail	
											Contact person		Mobile phone	e no.
											Commercial registe	er no. / Place	Business fou	ındation
											VAT ID		Legal entity	e.g. company
											Subsidiary or parer	nt company / affiliated with firm		
Van = Mercedes Citan, VW Caddy, Renault Kangoo, etc. (commercial use)														

Other statements			Invoicing
Total number of vehicles  HGV ≥12 t  Com.vehicle ≤ 3.5t / Van*	Estimated en-route requirer I / diesel  We use a company fi	€ / Toll	By e-invoice to the following email address:
HGV < 12 t Bus  Com.vehicle <7.5t Car  Existing card systems	Fleet deployment national international Principal destination countries		Or  We would like a paper invoice (fee required).  Dispatch of hardcopy Single Item Verification sheet by post is requested (fee required).
Data Protection By affixing his/her signature, the applicant confirms th Data Protection Regulation]. The current version of the			
By signing the application, we confirm that we are acticar.  We confirm that we will not pass on the service card to		voice recipient - see sender d	etails - is also the vehicle owner or has leased or rented the

We confirm the correctness of all statements. We acknowledge the enclosed General Terms and Conditions of UTA. We accept the terms and conditions of use under

Company stamp / legally binding signature

Place / date

www.uta.com for the exclusive Internet area.

# General Terms and Conditions of UNION TANK Eckstein GmbH & Co. KG



#### Establishment of a business relationship

The Customer's application to contract is deemed as accepted with receipt of a written proposal acceptance declaration or the contract subject (e.g. Service Card, UTA MultiBox®, etc.) at the applicant.

#### Service Carde

Basically, UTA distinguishes between two types of service cards:

- a) Full Service Cards and Service Cards for which the respective PIN Code is required for authorisation of
- b) Service Cards for which a PIN code is not required for authorisation of supplies

The aforesaid UTA Service Cards (hereinafter referred to as "SC") entitle the Customer and his agents to procure various goods and services related to the vehicle at points of acceptance in the UTA Service Partner network in line with the SC category

The SC category is shown on the Service Card receipt confirmation.

#### 3. Toll boxes

The regulations for the SC apply in the same way for the toll boxes (e.g. UTA MultiBox®) issued by UTA.

#### Supplies and services

- a) Supplies and services are generally provided to UTA customers in the name and for the account of UTA based on the respective contracts between UTA and the UTA service partners.
  - By using the SC at points of acceptance recognised by UTA the UTA customer identifies himself as a representative acting on behalf of UTA.
  - As proof of receipt of the supplies or services, the UTA customer will receive a delivery note. This delivery note is not suitable for tax purposes.
- b) In exceptional situations in which this cannot be arranged or only partly with UTA service partners, UTA shall procure the services on offer and pay for them on behalf of the UTA customer. UTA shall acquire claims to advance payment and to reimbursement of expenses from the UTA customer.
- The latter particularly applies for payment of government tolls, such as on those on the territory of the Federal Republic of Germany. In this case the UTA customer shall appoint UTA to pay the tolls owed to the toll operator in the name and for the account of the UTA customer.
- d) In as far as fees (tolls) are charged for the entitlement to use traffic infrastructure facilities, UTA shall procure said real estate-related rights of use for the UTA customer.

#### Proper invoicing and compensation

UTA issues invoices on a bi-monthly basis (which shall include any statutory amount of value added tax due) in respect of supplies and services received by UTA customers.

The amounts invoiced shall be based upon the prices officially valid on the day of transaction and published at the petrol station, the list prices of the corresponding petrol company (brand) and/or the supra-regionally valid list prices.

the prices charged by service partners and the tolls due.

UTA usually issues its invoices in the currency valid in the country where the supplies and services are provided. However, the agreed payment currency may vary.

UTA shall invoice service surcharges and fees in accordance with the corresponding valid list applicable. The relevant list valid for service surcharges and fees will be sent to the Customer on commencement of the business relationship, or at any time upon the Customer's request.

#### Card and PIN code

- a) The Customer receives an SC on application. The PIN (Personal Identification Number) for the SC is notified to the Customer separately from the SC itself, pursuant to section 2 a.

  The Customer is obligated to keep the PIN secret and separately from the SC and to disclose it only to
  - those persons authorised by the Customer to use the SC and to obligate such persons to also observed secrecy. The PIN may especially not be written down on the SC.
- b) The SC remains the property of UTA, is non-transferable, must be kept with care and protected against access by unauthorised third parties. It is especially not permitted to leave the SC in an unattended vehicle.
- The SC must not be given to any third person or corporate entity (e.g. subcontractor or group company)

### Blocking of a Service Card, notice of termination and card return

- a) UTA may, at any time, prohibit the use of the SC, terminate the business relationship or block the SC at UTA points of acceptance
  - However, before enforcing any of such measures, the Customer shall be advised thereof in good time. The Customer shall have the right to terminate the business relationship at any time and to return the SC to UTA.
- b) If use is prohibited or the business relationship ends and/or if the SC is blocked, then the SC must be immediately returned to UTA, or destroyed if UTA so demands. The Customer must also surrender the SC if the vehicle licence number changes or if the vehicle is taken off the road or sold or if the Customer's company name changes.
- c) In case of an important cause, the measures under 7 a and 7 b shall be implemented without prior notice. An important cause, in particular, shall be:
  - if there are good reasons to suspect misuse of the SC by third parties, in the event of non-payment despite maturity and first reminder,

  - if the debit order or the SEPA direct debit authorisation is revoked, if application is made for insolvency proceedings on the Customer's assets,
  - if the Customer's financial circumstances deteriorate (this also applies if the Customer's financial circumstances threaten to deteriorate significantly).

### Card loss and Customers liability

a) Theft, loss or other misplacement

Following advance notice by telephone, any theft, loss or other misplacement of the SC must be immediately reported to UTA in writing via fax or via the exclusive access at www.uta.com with statement of the Customer and SC number, the vehicle licence number, country, place, time and type of card loss. The same applies correspondingly if any unauthorised person has gained knowledge of the PIN or if there is good reason to suspect this, and on condition that the SC in question is returned against a new SC with new PIN. If the Customer finds a blocked SC again, then he must immediately send it back to UTA or destroy it if UTA so demands.

The Customer is obligated to report fraudulent transactions or a stolen SC to the police

# Liability

The Customer's liability ends with receipt of the telephone report if the Customer makes this report according to lit 8 a immediately. The report according to 8 a must be made to the UTA central administration or to one of the UTA branch establishments.

The Customer also remains liable after the report is received if the loss or misuse of the SC originates from the Customer's sphere of responsibility, and especially if the Customer is in breach of his obligations from section 6 a and 6 b or does not keep the SC with due care or has contributed to misuse of the SC as a result of a wilful or grossly negligent breach of his obligations from this contract. Transactions made with a fake SC are also understood as misuse in the foregoing meaning.

#### Customers payment obligation, reservation of property rights and securities

- a) The Customer shall be obliged to render payment upon inspecting and accepting the goods, services and the use of a traffic facility that is subject to payment. This shall also apply if other goods/ services are supplied over the UTA Diesel Card. Until the delivered goods have been paid for, they shall remain the property of UTA. Default on payment shall prevail without any further payment reminder upon the lapse of the agreed payment deadline. Upon default of payment, the failed direct debit or protest of bill or cheque, the claim to payment shall become due immediately in its entirety and for as long as the default situation is given shall be subject to the penalty of 9 (nine) percentage points in excess of the baseline rate. The assertion of further damages derived from default shall not be ruled out. In this case the Customer shall retain the right to prove that less damage was in fact incurred.
- b) UTA shall be entitled to call for appropriate security from the Customer.
- c) Deviating from § 267 BGB (German Civil Code), UTA can also refuse the performance of a third party even if the Customer does not object to the third party's performance.

#### 10. SEPA-direct debit authorisation

Unless otherwise agreed, payments are made by SEPA direct debit. UTA sends an advance notification to the Customer no later than one bank working day before the debit.

#### Invoice verification and Customer complaint

Refuelling/toll transactions effected and/or services provided and acknowledged by delivery note or electronically registered by means of the SC shall be considered to be effected. The Customer shall be obliged to check UTA invoices immediately upon receipt and to notify UTA in writing or by fax, within two months from date of invoice at the latest, and to detail his complaint. Otherwise compensation shall be excluded and the invoiced amount shall be deemed to be accepted, unless it had been unfeasible for the Customer to check the invoice in due time

In each UTA invoice, UTA shall also refer to this legal consequence. However, the Customer's payment obligation and the term of payment shall not be affected hereby.

#### Warranty, scope of liability and indemnification

- a) Complaints regarding the quality and/or quantity of supplies and services shall, in the event of identifiable
  defects, be notified in writing immediately, but within 24 hours at the most, of receipt/acceptance of such supplies and services – and in the event of hidden or unidentifiable defects within 24 hours of discovery of the defect – to both UTA and, within the same period of notice, to the corresponding UTA service partner on behalf of UTA. Otherwise, the relevant supplies/services shall be considered as approved.
- b) UTA shall not be obliged to deliver. UTA service partners shall be authorised, yet not obliged, to supply goods and/or to provide services. UTA shall not be held responsible in case of Acts of God, failure of subcontractors to deliver, other unforeseeable events or changes regarding the UTA service partners' network rendering delivery impossible or making it difficult.
- c) Credit balances for prepaid products that were purchased using the SC are refunded directly in the UTA-settlement or by the manufacturer of the products to the account stated when the product in question was purchased. In this case, the Customer is responsible for correctly stating the proper bank account. UTA shall not be liable for erroneous bank transfers.
- d) Only in case of intent or gross negligence, UTA shall be liable for compensation. Liability for physical injury shall not be excluded.

#### Notifications

The Customer shall undertake to immediately advise UTA of any changes in address, name and/or legal form of his company

In the event that the Customer shall fail to comply with UTA's present General Terms and Conditions - in spite of the corresponding reminder -, get into arrears although notice has been given to him, or in the event that UTA has blocked the SC use as a consequence thereof, UTA shall be authorised to notify all UTA service partners thereof, however, at the Customer's expense.

### Data protection

Data related to persons is processed in compliance with the statutory stipulations governing data protection. The current data protection provisions of UTA will be communicated if requested by the Customer and are published at www.uta.com/privacy-policy.

### Offsetting and withholding

Onsetting and wintrolling.

The Customer can only offset its own claims against the claims of UTA if his counterclaim is uncontested or established with lawful finality; this also applies for the assertion of withholding rights.

Side-agreements
No verbal side-agreements have been made

# Modification of the present General Terms and Conditions

Modifications of UTA's present General Terms and Conditions shall be communicated to the Customer, By would active to the SC after receipt of the relevant notification of change, the new version of UTA's Terms and Conditions will be deemed accepted by the Customer. Special reference shall be made by UTA to this point in the respective notification of modification

# Transference of rights and duties

UTA shall be authorised to transfer her rights and duties resulting from the present contract to Mercedes ServiceCard GmbH & Co. KG, Mainparkstraße 2-4, 63801 Kleinostheim, Germany.

The law of the country in which court proceedings are instituted shall apply. Application of CISG shall be excluded.

# 20. Place of jurisdiction

For both Parties, the place of jurisdiction for all disputes derived from business relations, even upon termination thereof, shall be Aschaffenburg.

# Severability Clause

In case a clause stipulated in the present Terms and Conditions should be or become invalid, the validity of the remaining clauses shall be left unaffected thereby

UNION TANK Eckstein GmbH & Co. KG is a limited partnership having its place of business in 63801 Kleinostheim, Germany, court of registration Aschaffenburg HRA 835. The individually liable partner is UNION TANK Eckstein GmbH, having its place of business in 63801 Kleinostheim/Germany, registration court Aschaffenburg/Germany HRB 129. Managing Director: Carsten Bettermann (CEO)



According to **Art. 13 GDPR**, UTA and Vrio inform you about the processing of your personal data (according to Art. 4 No. 1 GDPR), within the scope of a contractual relationship with you and the cooperation of UTA and Vrio. UTA and Vrio shall process your personal data within the scope of the cooperation as Joint Controllers in accordance to **Art. 26 GDPR**. In the following, the corresponding information per partner is presented.

### Information about the Controllers

# 1. Name and contact data of the Controller in the meaning of Art. 4 No. 7 GDPR:

Vrio Mobility S.L.U.
Camino del Panderón, 2
30500 Molina de Segura, Murcia
Spain
Telephone: +34 (0) 968 387 220

Telepnone: +34 (0) 968 387 220 Telefax: +34 (0) 968 387 766 Email: lopd@vrioeurope.com Internet: www.vrioeurope.com

The controller's representative

Anthony Renton

## UNION TANK Eckstein GmbH & Co. KG

Heinrich-Eckstein-Str. 1 63801 Kleinostheim/Main

Germany

Telephone: +49 (0) 6027 5 09-0 Telefax: +49 (0) 6027 509-77177

Email: info@uta.com Internet: www.uta.com

### Representative of the Controller:

Carsten Bettermann

### 2. Contact details of the Data Protection Officers:

Vrio Mobility S.L.U.

Data Protection Officer

Camino del Panderón, 2

30500 Molina de Segura, Murcia

Spain

Telephone: +34 (0) 968 387 220 Telefax: +34 (0) 968 387 766 Email: lopd@vrioeurope.com UNION TANK Eckstein GmbH & Co. KG Data Protection Officer

Heinrich-Eckstein-Str. 1

63801 Kleinostheim/Main

Germany

Telephone: +49 (0) 6027 5 09-679 Email: dataprivacy@uta.com

When contacting one of the partners by email, the data you provide (your email address, contact data if applicable) will be stored in order to answer your request. The data collected in this context will be deleted after storage is no longer required, or restricted if there are legal obligations to retain data. The partners have no influence on the information transmitted by you and therefore exclude any responsibility.

# Information about Data Processing

UTA and Vrio process your personal data within the framework of a cooperation using jointly defined purposes and means of processing.

The processing operations described below relate exclusively to the processing activities of Vrio.

# Purposes and legal bases for processing

If you apply for a customer relationship with Vrio Mobility SLU, the data that you provide will be processed by us for concluding a contract.

The following describes the concrete processing activities including the indication of the relevant legal base for the processing.

Processing within contractual business relationships

If a contract is concluded, Vrio shall process your personal data in order to carry out the business relationship with your company and to fulfil all contractual obligations. This data which you have provided in the Vrio/UTA application form will be passed to our contract partner UTA to ensure that the contract obligations are fulfilled.

## These are detailed below:

- Company master data (e.g. company name, address, central email address, central phone number, VAT ID no)
- Data of authorised person and central contact person/s (e.g. name, e-mail address, phone number)

The following statements concerning Data Processing are limited to the processing activities of UTA.

# Purposes and legal bases for processing

If you apply for a customer relationship with UNION TANK Eckstein GmbH & Co. KG, the data that you provide will be processed by us for concluding a contract.

The following describes the concrete processing activities including the indication of the relevant legal base for the processing.

Processing within contractual business relationships

If a contract is concluded, UTA shall process your personal data in order to carry out the business relationship with your company and to fulfil all contractual obligation. This includes all data which you have provided to our contract partner Vrio Mobility S.L.U. by filling out the new customer application form of UTA/Vrio.

### These are detailed below:

- Company master data (e.g. company name, address, central email address, central phone number, VAT ID no)
- Data of a central contact person (e.g. name, e-mail address, phone number)



Without processing of your personal data it would not be possible to conclude or to carry out the contractual relationship

Account creation and provision of acceptance media

In connection with the processing of acceptance media order forms, Vrio processes the data transmitted within the scope of the order.

In detail Vrio will process company, key person and vehicle-related data (e.g. vehicle keeper or lessor, car registration number, licences plate number).

In special case this could also be a differing shipping address, a special contact person or any other data you provided to Vrio within the acceptance media order process.

In the event that Vrio processes personal data of third parties (e.g. your employees) within the scope of key contact persons or card embossing processes or acceptance media shipping processes on your instructions, Vrio shall provide this process to fulfil the contract. In connection with such processing activities, a separate data processing agreement has to be concluded with you.

#### Authorisation related

Vrio processes in connection to authorisation potentially personal data within the authorisation of your acceptance media. Vrio is responsible for the concrete processing activities and are defined as, account opening, credit analysis and management including debt recovery, invoicing and collection of amounts due, sales and marketing activities in digital and non-digital form.

# Accounting related data

Within the scope of invoicing your benefit receipt, it may occur that Vrio also processes personal data of you within the scope of data processing.

The personal data processed in this respect will encompass master data (e.g. company name, business name, address), details of a central contact person and data that Vrio needs from you for billing purposes (e.g. bank account information and VAT ID no.) within the framework of the contractual relationship.

 Providing digital services (e.g. Vrio Copilot exclusive customer area, e-invoicing, electronic data output, transactional data and official Vrio web-based applications)

Especially in connection with digital services like the Vrio Copilot exclusive customer area, Vrio processes an email address provided by you.

The use of this data is solely purpose-limited (e.g. information about the availability of a new billing document or to get access into the Vrio Copilot exclusive customer area).

## Complaints processing

Should you have a reason for a complaint within the scope of using the acceptance media provided by Vrio in collaboration with UTA, Vrio shall process your data for the purpose of settling your complaint within the scope of first-level support. In the event that Vrio is unable to resolve your complaint without the support of UTA directly with the scope of providing second level support, it is not excluded that UTA may also process your personal data in relation to the resolution of your complaint.

Without processing of your personal data it would not be possible to conclude or to carry out the contractual relationship.

Creation and provision of acceptance media

In connection with the processing of acceptance media order forms you, UTA processes the data transmitted within the scope of the order.

In detail UTA will process vehicle-related data (e.g. vehicle keeper or lessor, car registration number, licences plate number).

In special case this could also be a differing shipping address, a special contact person or any other data you provided to UTA within the acceptance media order process.

In the event that UTA processes personal data of third parties (e.g. your employees) within the scope of card embossing processes or acceptance media shipping processes on your instructions, UTA shall provide this process to fulfil the contract. In connection with such processing activities, a separate data processing agreement has to be concluded with you.

### Authorisation related

UTA processes in connection to authorisation potentially personal data within the authorisation of your acceptance media. The concrete processing activities are mostly outside the sphere of influence of UTA and are usually determined by acceptance partners.

UTA has almost no influence on the specific processing.

### Accounting related data

Within the scope of invoicing your benefit receipt, it may occur that UTA also processes personal data of you within the scope of data processing.

The personal data processed in this respect will encompass master data (e.g. company name, business name, address), details of a central contact person and data that UTA needs from you for billing purposes (e.g. VAT ID no.) within the framework of the contractual relationship.

 Providing digital services (e.g. UTA exclusive customer area, e-invoicing, electronic data output, UTA Station Finder app)

Especially in connection with digital services like e-invoicing or UTA exclusive customer area, UTA processes an email address provided by you.

The use of this data is solely purpose-limited (e.g. information about the availability of a new billing document or to get access into the UTA exclusive customer area).

# Complaints processing

Should you have a reason for a complaint within the scope of using the acceptance media provided by UTA, UTA shall process your data for the purpose of settling your complaint within the scope of second-level support. It is not excluded that UTA may process your personal data.

The processing of your personal data for the abovementioned processing activities is based on art. 6 para. 1 (b) GDPR.



- The processing of your personal data for the abovementioned processing activities is based on art. 6 para. 1 (b) GDPR.
- Performance monitoring

For internal (Vrio, cooperation with UTA) purposes, such as developing the business relationship with you, monitoring your volumes and turnover for purposes of credit and risk management, marketing, and identifying any development opportunities etc.

Prevention

In order to prevent possible damages resulting from fraudulent use, Vrio shall monitor the usage behaviour and the use of acceptance media in order to be able to react in good time.

- The legal base for the processing activities mentioned above is art. 6 para. 1 (f) GDPR.
- Processing of your data to meet legal requirements

Vrio processes your data on the basis of the legal processing and archiving requirements or financial requirements established within the framework of the Spanish fiscal and commercial codes.

These processing activities are based on art. 6 para. 1 (c) GDPR. Performance monitoring

For internal (UTA, cooperation with Vrio) purposes, such as developing the business relationship with you, monitoring your volumes and turnover, identifying development potential, etc. UTA processes your data and shares these information with the cooperation partner Vrio on a bi-weekly base. Which concrete measures Vrio derives from these information and implements is beyond the sphere of influence of UTA.

Prevention

In order to prevent possible damages resulting from fraudulent use, UTA shall monitor the usage behavior and the use of acceptance media in order to be able to react in good time.

- The legal base for the processing activities mentioned above is art. 6 para. 1 (f) GDPR.
- Processing of your data to meet legal requirements

UTA processes your data on the basis of legal archiving requirements or financial requirements of the German Fiscal Code or the German Commercial Code.

These processing activities are based on art. 6 para. 1 (c) GDPR.

# Categories of recipients of personal data

Within the scope of their joint responsibility, Vrio and UTA transmit personal data provided by you, partly also due to legal requirements, but also to fulfil the services contractually agreed with you. These categories of internal and external recipients are listed below:

Internal units, contracted order processors, cooperation partners

All departments of Vrio that absolutely need your data for performing our contractual and statutory duties will receive access to your data.

Contractually bound service providers and agents may likewise come into contact with your data. These partners have been placed under a corresponding contractual obligation to comply with the directives under data protection law within the framework of commissioned processing and will support Vrio in the implementation of the business relationship to you.

Vrio uses commissioned processors for, among other things, the following services: credit analysis processing, payment processing, acceptance media personalization and embossing, acceptance media shipping, support/servicing/development of IT applications, call center services, data destruction and disposal, building security, address data validation, driving license checks, process support (24/7) and online authorization.

In the special circumstance of the cooperation to UTA, Vrio will process your personal data together with UTA in accordance to a Joint Controllership (Art. 26 GDPR). In this respect, each party will only process your data for jointly determined purposes.

External service providers

In the course of performing contractual duties, Vrio shall, in part, use the services of external service providers for the following services: credit analysis, debt management and recovery purposes, payment processing, toll registrations and logistics

Internal units, contracted order processors, cooperation partners

All departments of UTA that absolutely need your data for performing our contractual and statutory duties will receive access to your data.

Contractually bound service providers and agents may likewise come into contact with your data. These partners have been placed under a corresponding contractual obligation to comply with the directives under data protection law within the framework of commissioned processing and will support UTA in the implementation of the business relationship to you.

UTA uses commissioned processors for, among other things, the following services: Acceptance media personalization and embossing, acceptance media shipping, support/servicing/development of IT applications, call center services, data destruction and disposal, building security, address data validation, driving license checks, process support (24/7) and online authorization.

In the special circumstance of the cooperation to Vrio, UTA will process your personal data together with Vrio in accordance to a Joint Controllership (Art. 26 GDPR). In this respect, each party will only process your data for jointly determined purposes.

External service providers

In the course of performing contractual duties, UTA shall, in part, use the services of external service providers. UTA uses such service providers for the following services: toll registrations, logistics services, refund services, billing of service procurements



#### services.

In all aforementioned cases, Vrio ensures that third parties only receive access to the personal data needed for the performance of their individual tasks.

Further recipients

Moreover, Vrio may obliged to transfer your data to other recipients, e.g. public authorities for the fulfilment of statutory duties to notify, such as tax authorities or law enforcement agencies.

**Very important:** Under no circumstances, Vrio will sell on your data to third parties.

under the expenditure reimbursement procedure.

In all aforementioned cases, UTA ensures that third parties only receive access to the personal data needed for the performance of their individual tasks.

Further recipients

Moreover, UTA may obliged to transfer your data to other recipients, e.g. public authorities for the fulfilment of statutory duties to notify, such as tax authorities or law enforcement agencies.

**Very important:** Under no circumstances, UTA will sell on your data to third parties.

# Data transfer to a third country

## The following information is relevant for UK customers:

As part of their joint cooperation, the VRIO UK Office (Office 108, The Workspace, 90 Marygate, Boarding School Yard, Berwick-upon-Tweed, TD15 1BN, England) collects the aforementioned personal data from customers in the UK and transfers it to UTA. After processing by UTA, this personal data is transferred back to the VRIO UK Office by UTA.

As a result of the Brexit negotiations, we would like to inform you that there is an EU-UK Trade and Cooperation Agreement between the EU and the UK. There it is regulated in FINPROV.10A (p. 406 et seq.) that the UK is not to be classified as a third country - from a data protection perspective - at least until April 30, 2021. This period will be automatically extended by two months (i.e., until June 30, 2021) unless one of the contracting parties (EU or UK) objects.

We assume that an adequacy decision of the EU Commission will be available in time and will justify the data transfer. We will monitor the developments and adapt this data protection information accordingly. If an adequacy decision by the EU Commission for the UK is not available by June 30, 2021, the UK will be classified as a third country and a separate legal basis (appropriate safeguard) for the data transfer must be used by UTA.

If Vrio or UTA shall have the need to transfer your provided data to a service provider outside of the EU/EEA, the processing will take place only insofar as the EU Commission has confirmed that the third country concerned has an adequate level of data protection, or insofar as other adequate data protection safeguards exist.

# **Duration of data storage**

In connection with the provision of the contractual services agreed with you, the jointly responsible parties Vrio and UTA will store the data provided by you. The storage periods are based on European and also on national legal requirements. In the following you might find an overview concerning to this obligations.

Your data will be erased as soon as it is no longer needed for processing for the aforementioned purposes. In this respect, it may occur that, among other things, your data will be stored for the period during which claims could be asserted against Vrio (statutory limitation period - 3 years).

Additionally, Vrio shall store your data insofar as Vrio is legally obliged to do so. These duties are derived from Tax Regulations and relating to the law on the prevention of money laundering and terrorist financing

In the event of an objection to data processing, Vrio shall treat it in accordance with the requirement of art. 17 GDPR.

Your data will be erased as soon as it is no longer needed for processing for the aforementioned purposes. In this respect, it may occur that, among other things, your data will be stored for the period during which claims could be asserted against UTA (statutory limitation period - 3 years).

Additionally, UTA shall store your data insofar as UTA is legally obliged to do so. These duties are derived from, inter alia, the *HGB* [German Commercial Code] and the *AO* [Tax Code].

In the event of an objection to data processing, UTA shall treat it in accordance with the requirement of art. 17 GDPR.

### Rights of the data subjects

You can request information about your personal data stored at the above addresses at any time. If necessary, you can also send this request to us in your local language.

You also have the right of rectification or erasure, restriction of processing or to object.



# Right to lodge a complaint

You have the right to lodge a complaint directly to the above-mentioned data protection officer or a data protection supervisory authority including your national authority, if applicable. The relevant competent data protection supervisory authority is:

# Agencia Española de Protección de Datos

[Spanish Agency for data protection] C/ Jorge Juan, 6, 28001 Madrid Telephone: +34 (0) 901 100 099

# Bayerisches Landesamt für Datenschutzaufsicht (BayLDA)

[Bavarian State Office for Data Protection Supervision] Promenade 27 91522 Ansbach

Telephone: +49 (0) 981 53 1300 Email: poststelle@lda.bayern.de

# Up-to datedness and modification of this data protection information

This data protection information is currently valid and has the status March 2021.







PLATE NUMBER	VEHICLE TYPE					DRIVER NAME	CARD PIN
	Truck > 12t	k < 12t	< < 7t	LCV ≤ 3.5t	Ë		
	Truc	Truc	Truo	CCV	Coac		