

## **Duty to notify the customers who concluded an agreement with TIMEX CARD**

In line with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as GDPR) (OJ L 119, p. 1), in connection with our cooperation and ensuring that you know who and how process your personal data, we present the following information.

### **1. Who is your data controller?**

Your data controller is:

TIMEX CARD Sp. z o.o.  
Ul. Bonifraterska 17  
00-203 Warszawa  
[biuro@timexcard.pl](mailto:biuro@timexcard.pl)

All information concerning the use and protection of your personal data, rights you have and the conditions of exercising them can be also found on .....

### **2. What is the purpose of processing your personal data?**

Your personal data will be processed for several various purposes, i.e. for the purpose of the proper performance of our agreement, compliance with legal obligations, including the tax one, providing you with offers as a part of our cooperation as well as enforcing potential claims resulting from civil law regulations, and defending against such claims, if any.

The legal basis for processing your personal data is constituted by:

– Art. 6 (1) b) of GDPR, i.e. processing is necessary for the performance of a contract we are bound by.

– Art. 6 (1) c) of GDPR, i.e. processing is necessary for compliance with a legal obligation to which we are the subject, including tax obligations.

– Art. 6 (1) f) of GDPR, i.e. processing is necessary for the purposes arising from the legitimate interests we pursue, such as providing you with the offers as a part of our direct marketing and a potential need to enforce or defend against civil law claims.

### **3. Automated decision making**

We make automated decisions having a significant impact on you in the following situations:

1) when concluding a contract, we make automatic decisions about the conclusion or terms of conclusion, extension in duration or scope of a contract, based on the assessment of your **payment reliability**. Such an analysis results in defining the terms of cooperation and, in extreme cases, in the decision to terminate it.

2) under **contractual terms** we may specify that reaching or exceeding the thresholds or limits that we have stipulated (e.g. quantities of purchased fuel) may result in certain consequences (e.g. service suspension or delivering it under different conditions). If our IT systems record reaching the thresholds or limits, a given solution will be applied automatically.

3) in order to **detect abuse** of the service, when using the abuse **response** service, we make automatic decisions to recognize a specific, atypical use of cards, which poses a threat to secure trading. Consequently, we will automatically restrict or block the possibility of using the card until the event is clarified. You can also question our decisions and then our employee will examine the case.

To make automatic decisions we use information about transactions made in our network (including typical and atypical patterns of such transactions) and the so far recorded cases of abuse;

4) if you **fall behind with payment payable to us**, we may automatically decide to restrict or not allow your further use of our services. The decision will be influenced by, among others, the amount and duration of the debt and your payment history to date.

5) in the case of marketing profiling we will determine which part of our offer may be the most interesting for you.

### **4. What personal data should you provide?**

In order to execute the agreement we require you to provide us with your data on the contract form (if you do not provide it, we will not be able to conclude a contract with you). Additionally, we may ask for optional data, which does not influence the execution of the agreement (if we do not receive it, we will not be able to, for instance, accurately verify your payment reliability or adjust our offer to your needs). Providing the personal data when concluding a contract is **not your legal obligation**.

During the term of the contract, when delivering the services, we acquire other information about you, including information on your use of our acceptance network, services, OBU on-board equipment or our website. The fact that we have such information results from our services that you use.

### **5. For how long will we store your personal data?**

Your personal data will be stored during the term of the contract, including also the period of the maturity of associated potential claims, therefore for the period of not less than 10 years as of the date of the termination of the contact – in line with the general limitation period, in accordance with Art. 118 of the Civil Code Act of 23<sup>rd</sup> April 1964 (Dz.U. [Journal of Laws] 2017, item 459 of 1<sup>st</sup> March 2017).

#### **6. To whom can we disclose your personal data?**

Your personal data may be disclosed to TIMEX CARD employees or collaborators, and to TIMEX CARD support providers, based on services commissioned and in accordance with a contract of entrustment, as well as to entities authorized by law. In particular, to:

- a) an issuer of the UTA cards established in a European Economic Area country (Germany) to handle UTA cards and process transactions made with them
- b) if you order toll-related services through our agency – to the toll operators in the respective countries
- c) if you use VAT or excise tax refund-related services in other countries of the European Economic Area – to NIKOSAX company in Denmark, in order to provide you with the said services

If you use our services, we transfer standard technical information (concerning the number of the card or OBU on-board device that you use) to other operators handling transactions with cards or via on-board devices in order to enable, limit or prevent these transactions (e.g. cancel a lost card, daily limits, etc.).

#### **7. Will your data be transferred outside the European Economic Area (EEA)?**

We transfer your data outside the EEA (including the European Union, Norway, Liechtenstein and Iceland) only to the extent permitted by law for the purpose of providing toll-related services in countries outside the EEA. The transfer only takes place upon your request, as expressed in your order for the use of such services, and only when it is necessary for the provision of such services in your interest. Legal basis: Art. 46 (1) b) and c) of GDPR

#### **8 Transactional and localisation data**

Due to the fact that you use our services, we process your transactional, and hence localisation (relating to the place of transaction) data.

**Transactional data** is processed for the purposes of performing the agreements, managing the acceptance network and settlements with other operators or providers of goods and services, detecting and preventing abuse and ensuring the safety of the acceptance network and services; establishing, securing and enforcing claims; storing data for the needs of future proceedings conducted by authorised bodies (for the minimal period specified in the Accountancy Act or other regulations - until the statute of limitations expires); direct marketing – as long as your consent is granted. The transactional data which we use is the data concerning the way of using our services and our acceptance network, in particular pertaining to the time, frequency and manner of using them.

We can process and store transactional data during the term of the contract, and once it is terminated – for the period of executing claims or the performance of other legal obligations.

We process the **localisation data** (pertaining to the data indicating the localisation of your vehicle, obtained on the basis of the place of transaction) for the purposes of: performing our legal obligations, direct marketing, including profiling, which means adjusting our offer to the locations where you have used our services (as long as we are granted your permission); delivering additional services if such data is necessary for their delivery (as long as we are granted your permission).

We can process transactional and localisation data, once it is completely **anonymised** (i.e. without any information to which customer it pertains), for the purposes of statistics, performance-related analysis or the necessity of extending and managing our acceptance network or defining the range of our offer.

With your consent, we may use this data for other purposes as well.

#### **8. What rights do you have once you have granted your consent?**

You have the right to:

- access the contents of your personal data and its rectification,
- erasure your data,
- restrict processing of your personal data,
- data portability,
- object to processing of your personal data,
- withdraw your consent at any moment, without affecting the lawfulness of the previous processing (if the processing takes place on the basis of the consent) which was performed on the basis of the consent prior to its withdrawal;

#### **9. Complaint**

You also have the right to lodge a complaint with the President of the Office for Personal Data Protection if you consider the processing of your personal data violating the provisions of the Personal Data Protection Act, provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (so-called GDPR).