
Privacy Notice  **wible**
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1. Introduction.

In order to access and use the WiBLE App and Web page www.wible.es (hereinafter the WiBLE App and Web, respectively), the user must have previously and expressly understood and accepted this Privacy Policy, which entails the need for it to be properly read and understood before being previously accepted.

- Notwithstanding that the identification of the holder of the WiBLE App and the website is included in the Legal Notice, the following points relating to the data controller.
 - Phone: 635 730 730 / 911 696 147
 - E-mail: protecciondedatos@wible.es

2. **Objet.**

In compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data (GDPR), Act 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights (LOPDgdd), as well as any other regulations that may apply in this area, this Privacy Policy is intended to transparently inform

- (i) users,
- (ii) visitors and stakeholders

about the system through which WiBLE, through its WiBLE App and its website, processes which data and which files it keeps, (ii) the purpose of the processing, (iii) the legitimacy on which it is based, (iv) the period of conservation (v) its recipients and (vi) the procedure to be used for exercising the rights of access, rectification, erasure, limitation of processing and portability; so that after reading and understanding, the data subjects confirm that they have read and understood this Privacy Notice and, in this way, can provide WiBLE the personal data required through the forms provided for the necessary execution of the carsharing contract, and submit consent for other processing freely, voluntarily and expressly.

Therefore, access to and use WiBLE App and web will require the preliminary consent of this Privacy Policy because, otherwise, it will be impossible to use the service of carsharing provided by WiBLE, regardless of the provisions of the [Legal Notice](#), [Cookies Notice](#) and the [General Conditions of Service](#).

This [Privacy Notice](#), [Cookie Notice](#), [Legal Notice](#), [General Conditions of the Service](#) and the [Price Policy](#) include the entire contractual regulation that will rule the relationship of users with WiBLE, subject to the particular conditions of certain contests and promotions, which you can consult [here](#).

As indicated in the General Conditions of the Service, in order to become a WiBLE user it is necessary to complete the registration process properly, as well as to confirm that this Privacy Notice has been read and accepted, including the circumstance that WiBLE will

perform a driving profile for each of its registered users.

All modifications made to this Privacy Notice as a result of legislative changes, case-law criteria and/or e-commerce good use practices will be duly communicated to the data subjects by easy-to-view and location announcements inserted in the WiBLE App and on the website, although the user may be sent a communication addressed to the e-mail address provided to WiBLE.

3. Data we process and files we keep.

The user is solely responsible for providing WiBLE its personal data accurately and truthfully. Thus, WiBLE will not be liable in any case for damages that the user, acting in bad faith, may cause as a result of having provided inaccurate, false or untrue information.

The personal data the user provides to WiBLE for registration, will be incorporated into the data file whose responsibility is WiBLE, called "WiBLE CLIENTS". Those who refer to interested parties who have begun registration and this has not ended or have contacted WiBLE and so authorized, will be incorporated into the file "POTENTIAL CLIENT".

Thus, according to whether the data subject completes the process of registration in WiBLE through the App or web, or if it does not finish, WiBLE will need to process some data or others, which in general will be, depending on the case, the following:

- i. **Legal and identifying data:** Name, Surname, e-mail address, mobile phone number, photograph on both sides of the document accrediting the user's Tax Identification Number, photograph on both sides of the valid Spanish Driving Licence, an autophoto or "selfie".
- ii. **Economic and transactional information:** Credit or debit card details for payment: expiry date, full number and CVV.
- iii. **Navigation and connection data collected through analysis tools:** WiBLE uses cookies and other technologies to keep track of your interaction with our services. These include the driving profile, linked to the WiBLE App since the user opens it to start a new carsharing service and it is absolutely necessary to get the carharing service offered by WiBLE. As for the data related to the driving profile, they are collected through a set of tools, the so-called SDK, where the WiBLE App integrates the technology developed by DriveSmart who creates the driving profile. This will be sent to WiBLE so you can inform the user of your driving. In this regard please note that:

(i) DriveSmart only collects data that are necessary to monitor the driving of the user such as speed or geolocation, but in no case can access the rest of personal data of the user, so it can not identify him or her. In this way, if the WiBLE User wants to be also a DriveSmart User, he/she must register in its own application.

(ii) With respect to these monitoring data that are necessary for the preparation of the driving profile, DriveSmart and WiBLE are co-responsible for the processing, so by contract they have transparently regulated and their responsibilities and obligations. You will be able to exercise the rights indicated in section 8 by contacting WiBLE through the indicated channels. Once again we inform you that DriveSmart can never identify you. You can access its privacy policy at the following link: <http://drive-smart.com/es/politica-de-privacidad/>

Cookies help to manage a range of functions and content, as well as to store searches and re-present your information when booking a new carsharing service, for example. For more information about the types of cookies and similar technologies we use and why and how you can control those technologies if you interact with us, see Cookies Notice.

These data must be provided by the user, as it is absolutely necessary for the provision of the carsharing service by WiBLE. In this way, the omission or refusal of the user to provide any of the aforementioned data, will lead to the impossibility of hiring the carsharing service with the characteristics of the service offered by WiBLE, including the mode of conduction of the user. However, regarding the particularities of cookies and those that are not necessary for navigation and the user wants to oppose, all the necessary information is found in the [Cookies Notice](#).

- iv. **Data concerning commercial information**, data collected under the unequivocal consent of the user when registering, as well as in promotions to which it has registered, accepting the particular conditions in each case.

4. Purpose of the processing.

WiBLE will process the personal data facilitated by users and/or interested parties through the Web, WiBLE App or contact channels, in accordance with its undertaking to duly observe current legislation and regulations on data protection and that applicable to the provision of services through the information society and electronic commerce.

Depending on how the data subject acts, the personal data provided by the data subject will be processed with the following objectives:

- i. **To manage user registration:** To formalize the registration of the user and to identify them as "registered user".

In this case, WiBLE will need to process the personal data of the data subject to identify as a user and give it access to its various functionalities, products and services that are available as a registered user. The user can cancel his/her account by contacting WiBLE in any of the aforementioned ways.

For the "Potential User", to assist them in completing the registration, if desired.

- ii. **To manage the Customer Service department,** in order to respond to any doubts, incidents, complaints, comments and/or concerns of the user regarding the content of the WiBLE App and the website and the provision of the carsharing service offered.

If the data subject has only approached WiBLE, it will process their data to meet any requests or demands for information, WiBLE will only process personal data that are strictly necessary to manage or resolve it. However, when the data subject contacts WiBLE by telephone and, as so informed, the call may be recorded for quality reasons, notwithstanding the fact that they may exercise their rights by the means indicated below.

In cases where the data subject has not been able to complete the steps for definitive registration, the data subject will be

blocked as long as it does not contact the customer service telephone number mentioned above.

- iii. **For the development, fulfillment and enforcement of the carsharing service contract:**
 - Contact with the user in relation to updates or informative notices related to the contracted service.
 - Manage the user's navigation through the web and WiBLE App, customizing the functions of the WiBLE App and the web, as well as its interface, allowing access to certain content, information or areas that can only be accessed by a "registered user", including his own created driving profile.
 - The provision by WiBLE of information society services through the WiBLE App and web, as well as carsharing services, including payment service, in accordance with the conditions of provision of such services as set out in the following link, **General Conditions of Service**. In this sense, to monitor compliance, maintenance, development and control of services and contractual relations that the user agrees through WiBLE App and web with WiBLE.
 - To process the payment of the service contracted by the user, through the payment gateways that have been contracted for this purpose. If reliably required payment, it is not paid, WiBLE reserves the right to communicate user data to credit consultation systems, complying with the provisions set out in Article 20 of the LOPDGDD.
 - Regarding browsing data, to carry out statistical and profile management studies through the study of access to the WiBLE App and to the users' website. This study will be carried out through the installation of cookies, in accordance with the provisions of the **Cookies Notice**.
 - In this point WiBLE reminds the registered user that

whenever you book and perform a carsharing service through the WiBLE App, it will necessarily monitor your driving profile, the result of which will be reported with each service, generating on each occasion some points that will be added to the profile of the user, so that it can control your qualities as a driver. The confirmation of the knowledge of this processing is a prerequisite for the user to use WiBLE, because with this feature, WiBLE wants to provide added value for road safety and awareness that requires every driver.

- To use the statistical studies carried out in order to design and plan actions to improve the services offered in the WiBLE App and on the web.
- iv. **For commercial purposes:** This purpose includes mainly that WiBLE:
 - To process the data in order to inform users about benefits, discounts and promotions associated with this condition through electronic means (email, push notifications, etc.), both own WiBLE and third parties. However, in the first case will be done within the activity of direct marketing and, with respect to third parties, WiBLE will always act with the unequivocal consent of the user, without prejudice to the possibility that it may oppose at any time.
 - To manage the promotions that, specifically, the user has subscribed, notwithstanding the acceptance of the specific conditions specified in each case.

5. Lawfulness of processing.

WiBLE will process personal data for the purposes described above based on the following legal bases:

- i. **The unequivocal consent of the data subject, based on Article 6.1 (a) GDPR.**
 - Obtained through the registration of a specific promotion;
 - Consent obtained through the web box and the WiBLE App available for this purpose, where the user has unequivocally accepted to receive commercial communications about advantages, discounts and promotions associated with this condition through electronic means (e-mail, push notifications, etc.) from third parties;
 - In connection with the use of **analysis tools**, according to the provider, this may involve international data transfers, which, depending on the functionality of the data generated, may be based on the necessary performance of the contract or, where appropriate, on your unambiguous consent to use its use.
- ii. **Management of pre-contractual and, where applicable, contractual measures, based on Article 6.1(b) GDPR.**
 - In order to manage the registration of the interested party, it is necessary to process their personal data, as well as for the implementation of the terms governing the use of the WiBLE App and web.
 - Necessary processing to manage the carsharing service detailed above, including the monitoring of each user's driving profile.
- iii. **Compliance with legal obligations, based on Article 6.1(c) GDPR.**

- In cases in which the data subject exercises the following rights.
- As a consequence of the judicial actions that, promoted by or directed against WiBLE, are followed before the organs of the Administration of Justice.
- As stated in the **General Conditions of the service**, regarding those users who use the service in bad faith, abusive, inadequate and / or illegal, WiBLE will inform, where appropriate, the competent authority, including the State Security Forces and Corps.
- iv. **Legitimate interest pursuant to Article 6.1(f) GDPR.**
 - For sending commercial communications to the user who is registered, as long as they are related to WiBLE's own services and notwithstanding the right to oppose such processing at any time;
 - To attend the requests or consultations that are raised through the means of contact. WiBLE considers that the processing of these data is also beneficial for the data subject, insofar as it allows adequate attention and resolve the queries raised.
 - To perform the necessary verifications to detect and prevent possible fraud when the user pays. This processing is positive for all parties involved in the payment of a service, especially protects the user so WiBLE can put measures to protect against fraud attempts by third parties.

6. Period of storage of personal data.

WiBLE will process the data strictly for the time necessary to fulfill the corresponding purpose. Then they will be properly blocked and protected for as long as responsibilities may arise from the processing, in compliance with current regulations. Once the possible actions are prescribed in each case, the personal data will be deleted. In this way, WiBLE:

- Shall keep the personal data provided by the data subject who becomes a "registered user" for a period of five (5) years from the date on which the relationship between the two is terminated.

For these purposes, the date of the relationship shall be understood to be the date corresponding to the last carsharing service requested and paid for by the user.

- Regarding the potential client, that is, the data subject who has not completed his registration process, and in relation to the data provided until then, will be kept for a period of one (1) year from the beginning of this to request the completion of it. If after the subscription does not end, the following shall be erased directly.
- Notwithstanding the aforesaid, the storage period initially planned for personal data belonging to users may be extended as a result of the inspection activities of the tax authorities, data protection or any other authorities with faculties to that effect, as well as a result of legal actions promoted by or directed against WiBLE are followed before the organs of the Administration of Justice.

7. Data recipients.

- The processing of personal data developed by WiBLE will involve communication to third parties involved in the service (partners, collaborators, operators of online payment systems, etc..) specifically contracted to provide services ancillary to carsharing.
- To financial institutions and payment gateways, for the management of collections and payments.
- To insurance companies, for the management of claims and/or accidents.
- In addition, in order to carry out the driver profile, through the corresponding programming tool (SDK) that is opened when using the WiBLE App and starting the carsharing service, anonymised data is transferred to the service provider, Drive Smart, which carries out this driving profile, **without, in any case, being able to identify the registered user who is a WiBLE client, as it will only collect technical navigation data from the vehicle, which does not identify a person or makes him identifiable.** You can consult its privacy policy [here](#).
- WiBLE has signed the corresponding contracts for the provision of services with the aforementioned parties, contracts that set out in detail the terms in which the processing will be carried out (i) on behalf of third parties, in the case of those data processor, or (ii) the processing to be carried out by Drive Smart, as assignees of the numeric data, not identifiable from the end user on their part. Likewise, the security, organisational, physical and technical measures have been agreed upon, which these entities must implement and observe as an unavoidable requirement in order for them to have access to the data and carry out the processing entrusted to them. With regard to the processing of anonymised numeric data by Drive Smart, you can consult its privacy policy [here](#).
- WiBLE may also assign to its partners (holders of all its share

capital)

- KIA MOTORS IBÉRICA, S.L., established in Alcobendas, Calle Anabel Segura núm. 16, Edificio Vega Norte 2.
- REPSOL COMERCIAL DE PRODUCTOS PETROLÍFEROS, S.A., whose registered office is at Calle Méndez Álvaro 44, Madrid.

those personal data provided by users that are essential for them to monitor the business that constitutes the corporate purpose of WiBLE and the reason for its constitution, as well as its investment.

Without prejudice to the foregoing, WiBLE, as the party responsible for processing, has adopted the necessary organizational and technical measures to ensure the security of personal data that are subject to transfe.

- As set out in the **General Conditions of the service**, with respect to those users who use the service in bad faith, abusive, inadequate and/or illicit, WiBLE will inform, where appropriate, the competent authority, including the State Security Forces and Corps.
- In relation to the use of **analysis tools** and service efficiency, it may involve international data transfers. This means that some of the aforementioned providers are located in territories outside the European Economic Area and sometimes in territories that do not provide a level of data protection comparable to that of the European Union, such as the United States. Depending on the functionality of the data generated, it may be based on the necessary execution of the contract or, where appropriate, on your unequivocal consent. In such cases, WiBLE performs these international data transfers with adequate guarantees and always keeping the security of your data. In this way:
 - Some providers are certified in Privacy Shield, certification that you can consult in the following link: <https://www.privacyshield.gov/welcome>.

- With other suppliers, WiBLE has signed Model Contractual Clauses approved by the Commission, whose content you can consult in the following link:

https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contract-transfer-personal-data-third-countries_en

8. Rights Exercise.

Any data subject has the right to exercise the following rights in respect of WIBLE:

- I. Right of access to your personal data, including obtaining a copy of those contained in the WIBLE file.
- II. The right to rectify your personal data, in the event that those in the WIBLE file are incorrect.
- III. The right to erase your personal data, so that once your relationship with WIBLE has ended you can proceed to erase any personal data that are no longer necessary to fulfil the purposes for which they were collected or otherwise processed.
- IV. Right to restrict the processing of your personal data, through the exercise of which you can determine for what specific purposes WIBLE may process them.
- V. The right to data portability, or in other words, the right to request from WIBLE that personal data concerning him or her be provided to a third party responsible for processing in a structured, commonly used and mechanically readable format.

The exercise of these rights may be carried out using the form contained in the Customer Service area included in the WIBLE App and on the website or by sending an e-mail to clientes@wible.es. In both cases, you must indicate the specific right you are exercising, and it will be necessary for this to be accompanied by a copy, front and back, of your National Identity Document or of the official title/document accrediting your identity.

Within forty-eight (48) hours from the receipt of the request, WIBLE will send to the data subject, notice of receipt of the request. WIBLE will comply with the will of the user in the maximum term of fifteen (15) calendar days from the date of receipt, informing the same by email sent to the address designated for this purpose.

Likewise, the data subject may complain to the Spanish Data Protection Agency (competent Control Authority in this matter), especially when he has not obtained satisfaction in the exercise of

their rights, by writing to the same, C / Jorge Juan, number 6,
28001 - Madrid or through the web: <https://www.agpd.es>

9. Miscellaneous.

- **Security.** WiBLE has carried out a risk assessment of the processing and assignment of data provided by users. As a result of such risk analysis, WiBLE has implemented effective technical, physical and organizational security measures to prevent and mitigate the damage that may be caused to both the personal data contained in its file and to its owners, committing to scrupulous compliance with them and to keep these measures updated in order to cover possible changes that may occur in the risks.
- **Confidentiality.** The personal data provided to WiBLE through the WiBLE App and the web will be treated with the utmost confidentiality, committing WiBLE to keep the due secret with respect to them.
- **Updating the Privacy Notice.** WiBLE may modify this privacy notice as a result of legislative changes, jurisprudential doctrine and opinions of the AEPD that are of direct, indirect or sectoral application.

As a consequence of this, WiBLE recommends to users of the WiBLE App and the website that, on a regular basis, access and read this policy, notwithstanding that such changes are communicated through push ads inserted in the WiBLE App and on the website or, where appropriate, by email addressed to the address designated by the user.