
FAQ's

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1. Introduction

The access and use of the WiBLE application and the web page www.wible.es (hereinafter the WiBLE App and the web, respectively) will require the user, previously and expressly, show have understood and accept this privacy policy, which entails the need that, before being accepted, be properly reading and understanding.

Even though the identification of the WiBLE App and the website owner is included in the Legal Notice, it's putting the following points record about the treatment responsible:

- The Data Controller of WiBLE App and the website is WiB ADVANCED MOBILITY, S.L. (hereinafter WIBLE) with Tax ID B88054176 and based in Madrid, (28021), Calle Laguna del Marquesado núm. 37.

The company is registered in the Mercantile Registry of Madrid, on page M- 666417, folio 179 of Volume 373788, entry 1.

- The representative of the Data Controller is Mr. Javier Martínez Ríos, CEO, with e-mail address: jmartinez@wible.es.

2. Object

The purpose of this Privacy Policy is to disclose to

a. users,

b. and to visitors and interested parties

(i) the system through which WiBLE, by WiBLE App and its web, collects its personal data, (ii) the WiBLE files in which such data will be stored, (iii) the processing carried out (iv) the possible data transfers, (v) the limited storage periods and (vi) the procedure to be followed for the exercise of the rights of access, rectification, erasure, restriction of processing and data portability. The data subjects, after reading and understanding this Privacy Policy, shall give their consent - freely, voluntarily and expressly - to provide WiBLE with the personal data requested through the forms provided for this purpose.

The access and use of the WiBLE App and web will need the previous acceptance of the present Privacy Policy since, otherwise, it will be impossible to contract the carsharing service that, through them, WiBLE provides, notwithstanding the provisions of the Legal Notice and the General Conditions of the Service.

Thus, this Privacy Policy, the Legal Notice and the General Conditions of the Service include the entirety of the contractual rule that will regulate the relationship between users and WiBLE. Through the following links, you can access the aforementioned Legal Notice and the General Conditions of the Service.

2. Object

The provision of the carsharing service through the WiBLE App and the web, will be limited in time to the specific period that elapses since the user requests the rental of a vehicle and is made available, through geolocation, in the plane of the one that is closest to its physical location. This entails the need to have read and understood this Privacy Policy, the

Legal Notice and the General Conditions of the Service prior to the hiring of a service.

Any modification made to this Privacy Policy as a result of legislative changes, jurisprudential criteria and/or good e-commerce, will be duly communicated to the data subjects through easy to see and locatable advertisements inserted in the WiBLE App and on the web, without prejudice to the fact that the user may be sent a communication addressed to the e-mail address provided to WiBLE.

3. Data files

A data file should be understood as a structured and organized set of data,

which identify or enable the identification of a natural person, accessible only by observance of certain organisational and/or technical criteria, whether centralised or decentralised or spread over functional and/or geographical criteria.

The personal data that WiBLE will collect from users, through the WiBLE App and the web, are as follows:

- i. Name and Surname.
- ii. Photograph on both sides of the current ID card.
- iii. Photograph on both sides of the current Spanish Driving Licence.
- iv. Data of the credit or debit card through which the payment of the service will be made: WiBLE, expiration date, full number and CVV.
- v. An autophoto or "selfie".

These data must be provided by the user, through a free, unequivocal, specific and informed provision of his consent, through the completion of the aforementioned forms. In this way, the omission or refusal of the user to provide any of the above data, will lead, without prejudice to the impossibility of hiring the carsharing service, the absence of consent for WiBLE to access the personal data already mentioned.

3. Data files

The user is solely responsible for providing WiBLE their personal data accurately and truthfully. Thus, in no event shall WiBLE be liable 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 that the user makes available to WiBLE will be incorporated into the data file for which WiBLE is the Data Controller, called "WiBLE CUSTOMERS".

4. Time limit for the storage of personal data

WiBLE will store the personal data provided by users for a time limit of five (5) years. This time period will be calculated starting from the day on which the relationship between the two ends.

To this end, 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.

Without prejudice to the foregoing, the time limit initially provided for the conservation of personal data of the users may be extended as a result of the inspection activities of the tax authorities, the data protection authorities or any other authority empowered. Likewise, that deadline of five (5) years may be extended as a consequence of legal actions brought by or promoted against WiBLE before the organs of the Administration of Justice.

5. Use of analysis tools

WiBLE has integrated in its App the tool FACEBOOK PIXEL, (Facebook Ireland, Ltd. 4 Grand Canal Square Grand Canal Harbour Dublin 2, Ireland) in order to be able to measure and optimize the advertising campaigns carried out in this social network.

FACEBOOK PIXEL (whose purpose and functioning you can consult in the following link. facebook.com/business/help/553691765029382), allows WiBLE to perform a measurement of the conversations that take place on their corporate social network page, es.facebook.com/WiBLE.esp/, also allowing it to analyze the options and reactions of users after having made contact with a particular advertising campaign carried out in it.

FACEBOOK PIXEL, receives the information it needs from the user's site, allowing it to segment the ads that WiBLE has included in its page and optimize them to obtain a greater volume of conversions, notwithstanding to direct marketing activities to a specific segment of recipients and be able to stimulate new conversions.

5. Use of analysis tools

For this purpose, FACEBOOK PIXEL uses the following information:

Headers of the standard HTTP web protocol that includes such elements such as IP address, web browser, page location, document, the reference and the device.

Pixel-specific data, such as your identifier and the Facebook cookie.

Data click on the button, and in particular the identification of the button on which the user has clicked, the labels of those buttons, and the pages visited as a result of clicks on the button.

Metadata of the page, which are served by search engines and others web page classification services.

The FACEBOOK PÍXEL cookie policy is available to the user at this link.

Similarly, the user can access the following link to the privacy policy on Facebook.

WiBLE informs its users that FACEBOOK PIXEL does not allow the identification of the users, so its integration in the App does not imply processing and/or data transfers to a third party entity or body.

6. Data processing

WiBLE will process the personal data provided by users in accordance with its commitment to observe and comply with current legislation and regulations on data protection, as well as the applicable to the provision of services through the information society and electronic commerce.

WiBLE will process the personal data of users in order to obtain the following objectives:

- Manage the user's navigation through the WiBLE App and the web.
- Formalize the user's registration and identify him as a "registered user".
- Such identification will allow to personalize the functions of the WiBLE App and the web, as well as its interface, allowing it to access certain contents, information or areas that can only be accessed by a "registered user".
- The provision by WiBLE of the services of the society of the information offered in the WiBLE App and web, carsharing services, including the paying service, in accordance with the terms and conditions of provision of such services as they appear in the following link, Conditions General Service.
- Manage the Customer Care department, in order to give a response agile and enough to all the doubts, incidences, complaints, comments and/or worries can be transferred by the user with respect to the content of the WiBLE App and of the website and the provision of the carsharing service offered.

6. Data processing

- Process the payment of the service purchased by the user, through the gateways of payment that have been contracted for this purpose.
- To carry out statistical and profile management studies through the study of the 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 Policy contained in the Legal Notice.
- Use the statistical studies carried out to design and plan actions to improve the services offered in the WiBLE App and on the web.
- Use the data in order to inform users about benefits, discounts and promotions through the electronic means (e-mail, push notifications, etc.). The option that WiBLE can send the indicated information is deactivated by default, and its acceptance by the user is necessary, without prejudice to the possibility of unsubscribe at any time. Acceptance and termination of the information request is available in the personal area of the WiBLE App and of the web.
- To monitor the compliance, maintenance, development and control of the services and contractual relationships agreed upon by the user through App WiBLE and web with WiBLE.

7. Personal data transfer

The processing of personal data developed by WiBLE will require the transfer to third parties involved in the service (partners, collaborators, operators of online payment systems, etc.), specifically contracted to provide services ancillary to carsharing..

Specifically, third parties involved in the provision of the service of

carsharing and the functions they perform are as follows:

I. LÍNEA DIRECTA ASISTENCIA, S.L.U.

II. DEALER BEST, S.L.

III. VULOG, S.A.

iv. TRANSCOM WORLDWIDE SPAIN, S.L.U.

WiBLE has signed with these entities the appropriate service provision contracts, contracts which have collected and detailed the terms in which the transfer of personal data, and security measures, organizational, physical and technical, that such entities must implement and observe as an unavoidable requirement for the data to be transferred and the processing entrusted to them.

7. Personal data transfer

Without prejudice to the foregoing, WiBLE, as the Data Controller, has the organisational and technical measures necessary to ensure the safety of the personal data that are subject to transfer.

Similarly, WiBLE may transfer to its partners (holders of all its social capital)

- KIA MOTORS IBÉRICA, S.L. whose registered office is at Alcobendas, Calle Anabel Segura No. 16, Vega Norte Building 2.
- REPSOL COMERCIAL DE PRODUCTOS PETROLÍFEROS, S.A. with registered office in Madrid, Calle Méndez Álvaro núm. 44.

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

8. Exercise of rights

Regarding the processing of personal data carried out by WiBle, the user shall have the right to:

I. Right of access to your personal data, including obtaining a copy of

those in the WIBLE file.

II. The right to rectify your personal data, in the event that the personal data in the WIBLE file are incorrect.

III. Right to erasure your personal data, in order that once you your relationship with WIBLE is terminated, we will proceed to delete the personal data that are no longer necessary for the fulfilment of the purposes for which they were made. collected or otherwise treated.

IV: The right to restriction of processing, through the exercise of which may determine for which specific purposes WIBLE may process them.

V. The right to the portability of your data, in other words, the right to request WIBLE that personal data concerning you be provided to a third party responsible for processing in a structured format, in common use, and mechanical reading.

8. Exercise of rights

The exercise of these rights can be done by the user through the form content in the Customer Service area contained in the WiBLE App and on the website or by e-mail to clientes@wible.es. In both cases, the user shall indicate the specific right he is exercising.

In the event that the user exercises his rights through the address of email indicated above, it will be necessary for you to accompany your communication of a copy, front and back, of your ID Card or an official title/document accrediting its identity.

Within forty-eight (48) hours from receipt of the user's communication exercising any of the rights recognized, WiBLE will send to the user through the same means used by the user, notice of acknowledgement of receipt thereof. WiBLE will comply with the will of the within a maximum period of fifteen (15) calendar days from the date indicated. reception, bringing this to the attention of the same by means of mail electronic mail sent to the address designated for that purpose by the latter.

9. Security

WiBLE has carried out an analysis of the risks involved in the processing and transfer 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 its data subjects, committing to scrupulous compliance with them and to keep these measures updated in order to cover possible changes that may occur in the risks.

10. Confidenciality

The personal data provided to WiBLE through the WiBLE App and the web will be processed with the utmost confidentiality, committing us WiBLE to to keep the due secret with respect to them.

11. Security policy update

WiBLE may modify this security policy as a result of the following legislative changes, the doctrine of case law and opinions of the AEPD that are of interest to it. direct, indirect or sectoral application.

As a consequence of this, WiBLE recommends to users of the WiBLE App and the webs 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.