

PRIVACY POLICY FOR MOBILE APPLICATION E100 Mobile

We are committed to respecting your privacy and providing transparency about our data practices. This Privacy Policy (“Privacy Policy”) explains how Baltia Trading Company OÜ, being a legal person pursuant to the legislation of the Republic of Estonia, whose registered office is at Tallinn, Lasnamäe district, Väike-Paala Street 1, 11415, registration number 14375399, email: btc@baltia.ee (“Company” or “we”, or “us”) collects, stores, uses and discloses by itself or through third parties information that is collected through mobile application “e100mobileapp” for Android, shortened name “E100 Mobile” or “App”; and its individual functionalities, services and tools (hereinafter referred to as the “Functionality”). “App” and some elements of services provided through our websites hosted on e100.eu domain collectively hereinafter “Service” or “Services”, available in appropriate extent arising from use of Mobile App and under separate agreements (as applicable) for any person who uses the Mobile Application (hereinafter referred to as “you” or the “User”).

We may change this Privacy Policy from time to time. If we make changes, we will notify you through the App, or by presenting you with a new version of this Privacy Policy for you to accept if we make modifications that materially change your rights. Your continued use of the App after the effective date of an updated version of the Privacy Policy will indicate your acceptance of the Privacy Policy as modified.

1. INFORMATION WE COLLECT

a. INFORMATION YOU PROVIDE TO US

It is not required to provide your personal information when you sign up to use the App. However, in order to provide its full Functionality, the Company may collect personal information such as: name, email address and vehicle registration number when creating an account, as well as information about the User's location via GPS, Wi-Fi or wireless network, as well as apply automated decision making to enhance the quality of services, as described herein.

We collect detailed location information through GPS, WiFi or wireless network in order to obtain your location for the purposes of providing our Service. We will share your current location with Client's Account placed on our website. If you turn off location sharing, we will not share your location with Client's Account; however, we will continue to collect your location information in order to provide the Service.

All information that you provide to us through the App is automatically uploaded to our servers and is stored there in duplicate to the information stored on your device. If you remove data from your account, you will no longer see it in the App, but some backups of the data may remain in our archive servers.

b. INFORMATION WE COLLECT AUTOMATICALLY

When you access or use the App, we may automatically collect the following information:

Device Information: We collect information about the mobile device you use to access the App, including the hardware model, operating system and version, unique device identifiers and mobile network information;

Information Collected by Cookies and Other Tracking Technologies: We use various technologies to collect information about your use of the App, engagement tracking with particular features, etc. To collect this information, we may send cookies to your mobile device by this App. Cookies are small data files stored on your hard drive or in device memory;

Geolocation. We collect your unique user identifier and your location through GPS, WiFi, or wireless network triangulation in order to obtain your location for the purposes of providing our Service. Basis of processing data is the User's consent (Article 6(1)(a) of the GDPR) expressed by authorizing App to use the location services of the end device belonging to the User. Agreement may be withdrawn at any time by revoking the User's permissions in the scope access to location information.

Profiling. The User's personal data, including data on activity, preferences and location, are processed in an automated manner in order to create a User profile (profiling). Then, based on profiling, individual decisions may be made in relation to the Participant in an automated manner, consisting in preparing and presenting a personalized offer regarding the scope of services of the Company or its partners. Some services (in particular related to fast-data area) may use profiling on the basis of information saved in the Mobile App in order to enhance the quality of performance in the App and enhance the overall quality of services. A personalized offer of services may be prepared in particular on the basis of an analysis of: the history and manner of using the Application, in particular indicating the type of services or goods and the preferred time of using the Application, in particular indicating the choices preferred by the User; data on the location and movement of the Participant's mobile device, in particular indicating the places of collection of services or goods visited by the User (if the Participant in the Application or mobile device settings agrees to the Application's access to location data); other personal data provided by the User or data obtained by the Administrator from other sources. In case of provided marketing and commercial information consents, profiling may be used in the scope of behavioural analysis to better assess the type and subject of the information provided to the User. Use of personal data collected through this technology for marketing purposes, in particular in terms of promoting services and goods of third parties, requires the consent of the Participant. Such consent may be withdrawn at any time. The processing of the User's personal data, consisting in automated decision-making, is necessary to perform the contractual conditions regarding the use of the Application, which bind the User accepting the conditions of use of the Application and the Company (Article 22(2)(a) of the GDPR). Preparing and presenting personalized offers in the Application is an integral element of the Application and is one of the basic functionalities of the Application. A person who does not want to receive individualized offers should not use the Application - in this case it is possible to use the services of the Company's partners and the Company outside the Application Functionality. The User may also resign from using the Application at any time by removing it from the mobile device.

In case of any issues connected with profiling, the User may contact the Company with request to limit, check or verify the scope of automated decision process and its effects.

2. HOW WE USE INFORMATION

We use information collected from or provided by you for the following purposes:

to provide you with the Services. For example, we use your location and route information to provide calculation of available litres of fuel and fuel prices, or to display location of fuel card user at Client's Account in our website in security purposes;

to operate the Services and to improve and customize the Service;

to provide you with support and handle requests and complaints;

upon your consent, your geolocation information relevant for particular Functionality or Services.

upon your consent, to send you updates, notices, announcements, and additional information related to the Services;

upon your consent, to display or send to you marketing and advertising material when you are using the App,

upon your consent, messages are sent via push notifications (if the User has allowed them to be received on their mobile device), SMS or e-mail.

to improve the experience of yours and other users. For example, we may use your location information as well as your submissions to operate, maintain, and provide to you and other users the features and functionality of the Service;

to share your submissions with other users of the Services and to facilitate communication between you and other users;

to contact you when we believe it to be necessary, in particular in order to provide you with customer satisfaction polls concerning ours or our partners services you have previously acquired;

to prevent fraud, misappropriation, infringements, identity theft and other illegal activities and misuse of the Services;

to handle breakdowns and malfunctions;

to take any action in any case of dispute, or legal proceeding of any kind between you and the Service, or between you and other users or third parties with respect to, or in relation with the Service;

to analyze, operate, maintain and improve Funcionalidad, the App and the Service;

to customize content you see when you use the App and the Client's Account;

to provide and deliver the products and services you request, process transactions and send you related information, including confirmations and reminders;

to verify your identity Client's Account;

to send you technical notices, updates, security alerts and support and administrative messages;

to respond to your comments, questions and requests and provide customer service;

to monitor and analyze trends, usage and activities in connection with our App;

to link or combine with information we get from others to help understand your needs and provide you with better service;

for any other purposes disclosed to you at the time we collect information.

3. SHARING OF YOUR INFORMATION

Personal Information: We may share your personal information with third parties outside the Company and its controlled subsidiaries and affiliates in some circumstances, including:

Information shared with Mobile Application by consent of the User includes information shared with Company, to the extent of activation of “**E100 Mobility**”, i.e. mobile refuelling functionality activated by User following activation steps as described under following link: <https://e100.eu/en/e100-mobility> or to the extent limited by lack of such activation.

We share your information, including name, email, location and driving event data, with Client’s Account on our website;

We may share your information with our third-party business partners, vendors and consultants who perform services on our behalf or who help us provide our Services, such as accounting, managerial, technical, marketing or analytic services;

Any information or content that you voluntarily post to the App will automatically be available to the public. We may publicly post your reviews and comments online on our website or App.

We may at any time buy or sell/divest the company, or any combination of its products, services, assets and/or businesses. Information such as customer names and email addresses, and other user information related to the Service will likely be one of the items transferred in these types of transactions. We may also share, transfer or assign such information in the course of corporate divestitures, mergers, acquisitions, bankruptcies, dissolutions or similar transactions or proceedings.

Except as described above, we will not disclose information to third parties (including law enforcement, other government entity, or civil litigant; excluding our subcontractors) unless required to do so by law or subpoena or if in our sole discretion, we determine it is necessary to (a) conform to the law, comply with legal process, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) to enforce our Terms of Use, take precautions against liability, to investigate and defend ourselves against any claims or allegations, or to protect the security or integrity of our site; and/or (c) to exercise or protect the rights, property, or safety of Service, our Users or others.

RETAINED INFORMATION

Please note that we may retain certain information saved on your profile in the App (such as login details in order to keep you logged in) as well as some information, after your account has been terminated, to the extent limited by applicable law. We reserve the right to use your information in any aggregated data collection after you have terminated your account, however we will ensure that the use of such information will not identify you personally.

4. YOUR CHOICES ABOUT YOUR INFORMATION

You may, of course, decline to submit any information through the Service, in which case we may not be able to provide all of our Services to you.

Modifying Your Account Information and Settings:

You may not modify your account information, or change your password by logging in to your account at the App. If you have any questions about reviewing or modifying your account information, you can contact us directly at btc@baltia.ee.

Third Party Tracking:

You can opt-out of having your location data shared with Client's Account at our website by adjusting your settings on your mobile device to prohibit App from collecting your location data, or you may be able to turn location services off at your account at the App. Please note that App may not be able to provide all of our Services to you if you disable access to location data through your device/App settings.

Delete Your Account and Information:

We will retain your information for as long as your account is active or as needed to provide you Services. If you wish to cancel your account, please contact us at btc@baltia.ee.

5. SECURITY

Company cares about the security of your information and uses commercially reasonable physical, administrative, and technological safeguards to preserve the integrity and security of all information we collect and that we share with our service providers and clients. However, no security system is impenetrable and we cannot guarantee the security of our systems 100%. In the event that any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation and where appropriate, notify those individuals whose information may have been compromised and take other steps.

6. CHILDRENS' PRIVACY

The App is not intended for children and we do not intentionally collect information about children.

7. THIRD PARTY LINKS

We are not responsible for the practices employed by websites or services linked to or from the Service, nor the information or content contained therein. Please remember that when you use a link to go from the Service to another website, our Privacy Policy does not apply to third-party websites or services. Your browsing and interaction on any third-party website or service, including those that have a link on our website, are subject to that third party's own rules and policies. Please read over those rules and policies before proceeding.

8. JURISDICTION

The company is located in the Republic of Estonia and the information we collect is governed by the laws of the Republic of Estonia and European law, in particular provisions of 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 on the free movement of such data, and repealing Directive 95/46 / EC (also known as "GDPR").

9. CONTACT US

If you would like to update your information, delete your account, change your preferences or have any questions or concerns about your privacy, you may contact us at btc@baltia.ee or gdpr@e100.eu . Please note that some information may remain in our records after deletion of your account, including any information or records that we are legally obligated to retain or that we elect to retain for legitimate business purposes.