

**Thank you for joining Zippy family!**

**This document constitutes a legally binding agreement governing your access to and use of Roll+ mobile device application and application program interfaces (collectively, “Roll+ App”), websites and technology platform (collectively “ZIPPY WHEELS Web”) and all associated services (collectively, “Roll+ Services”), including the use of our e-scooter. The Roll+ App, ZIPPY WHEELS Web and Roll+ Services together are hereinafter collectively referred to as the “Roll+ App” or “ZIPPY WHEELS”. By registering an account on Roll+ App (“Account”) and using Roll+ Services, you confirm that you are age 18 or older and you understand and agree to these Terms and Conditions.**

## **1. Introduction**

**1.1. By accessing or using Roll+ App, you agree to be bound by these Terms and Conditions, which include and hereby incorporated the Privacy Policy [www.zippywheels.com.hr](http://www.zippywheels.com.hr) , “Terms”). These Terms apply to any use of Roll+ Services. Please read the following Terms carefully before using e-scooter. If you do not agree to these Terms, you may not access or use e-scooter or Roll+ App.**

**1.2. These Terms may be amended from time to time. The latest version of these Terms is available to you at any moment at [www.zippywheels.com.hr](http://www.zippywheels.com.hr) and in your Roll+ App. If you would like more information on use of the Roll+ Services do not hesitate to contact us at [zippywheelsebike@gmail.com](mailto:zippywheelsebike@gmail.com).**

**1.3. The Terms are concluded between us, ZIPPY WHEELS - M.B.M. USLUGE j.d.o.o., Šubetov most 2, 51311 Skrad, Croatia, owner of e-scooter and client of Roll+ App, and you as the User only.**

**1.4. These Terms, along with our Privacy Policy, and any other terms and conditions that apply to Roll+ App and e-scooter, form a legally binding agreement (“Agreement”). Roll+ Privacy Policy describes our collection and use of personal data in connection with the Roll+ Services. You can find a current version of our Privacy Policy in this document, following the Terms and Conditions.**

**1.5. To use the functionalities e-scooter and Roll+ provides, you must be connected to the internet and create your own Roll+ Account. By opening your Account and using e-scooter and Roll+ App you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the Privacy Policy).**

**1.6. Please note that ZIPPY WHEELS partners, in whose area electric charging stations are placed, may require acceptance of their own terms and conditions for the ordering and use of their services (which may include certain disclaimers and limitations of liability).**

## **2. Definitions**

**2.1. “We”, “us” or “our”, means ZIPPY WHEELS - M.B.M. USLUGE j.d.o.o., , owner of e-scooter and client of Roll+ App and a simple limited liability company incorporated under the laws of Croatia, having its registered address at Šubetov most 2, 51311 Skrad, Croatia.**

**2.2. E-scooter is designed, made and invented by MS ENERGY.**

**2.3. “Roll+ App” means the Roll+ mobile, tablet and other smart device application, application program interfaces (collectively, “Roll+ App”), websites [www.zippywheels.com.hr](http://www.zippywheels.com.hr) and technology platform through which Roll+ Services are made available, maintained and/or hosted by us.**

**2.4. “Roll+ Services” means various functionalities or services that can be used, requested, provided, ordered, purchased, bought, paid or consummated by you through Roll+ App, mainly the use of E-scooter.**

**2.5. “User” or “you” means the holder of the Account on Roll+ App.**

**2.6. “ZIPPY WHEELS partner” means the company, camp, hotel on whose territory electric charging stations are located.**

**2.7. “Third Service Provider” means the professional provider of certain services for which short description of services and location is visible on the map in Roll+ App.**

**2.8. “Terms” means the version of the Terms and Conditions valid at the time in question.**

**2.9. “Intellectual Property Rights” means copyrights and related rights (including database and catalogue rights and photography rights), patents, utility models, design rights, trademarks, tradenames, trade secrets, know-how and any other form of registered or unregistered intellectual property rights.**

## **3. Access and Use of Roll+ Services**

**3.1. You have to be at least 18 years old to make a Roll+ account. Once you make a Roll+ account we assume you are 18 years old or older.**

**3.2. You cannot use e-scooter without installing Roll+ App on your mobile phone. Once you do, you can connect and unlock available e-scooter.**

3.3. E-scooter can be unlocked in one of the following two ways: using QR code or e-scooter's serial number. If you have problem with unlocking your e-scooter, please let us know and send us message through the Roll+ App.

3.4. Once you rent e-scooter you can drive it. For prices for each type of use please see Section 7 of this Terms.

3.5. We will charge you with a penalty specified in Section 7 of this Terms if you abandon e-scooter. We assume you have abandoned e-scooter if e-scooter is not back to the charging station or virtual station after 12 hours of use and your Roll+ account was the last one connected to e-scooter in question.

## 4. Use of e-scooter

**4.1. You have sole responsibility when driving/controlling/using e-scooter in any way, including but not limited to the passive use of e-scooter.**

4.2. We care about your safety. Because of that, we limited the speed of e-scooter to 25 kilometers per hour and prescribed following rules which need to be followed when using e-scooter:

- Before unlocking e-scooter, you must check if everything is OK and if not, write to us what is defective. If all is well, click OK. When checking, you should check: wheels and tires, accelerator, brakes, lights, wires and cables and chassis damage.
- Driving on stairs, ice, snow, terrain covered with water, potholes or rocks, over sharp objects, hitting curbs, and leaving scooters closer than 5 meters from water surfaces, is forbidden.
- Only one person can drive e-scooter at the same time. You can't drive without arms, riding in a squatting position, standing on one leg on e-scooter, standing on a fender, standing on the front fork, attempting to drive on the rear wheel, entering a corner at excessive speed, wheel locking when braking.
- Overturning, throwing or hitting e-scooter is forbidden, as well as colliding with objects or other vehicles, scratching and demolishing, or intentionally damaging e-scooter in any way.
- You must, at all times, pay attention to battery status and range left, so you can return safely back to starting point. It is your responsibility to return e-scooter to its charging station, and in that process we do not take responsibility or refund any charges arising from returning e-scooter after battery is empty.

4.3. Please, be aware that we will hold you responsible for any damage, injury, accident or breakage, in connection with E-scooter, while your Roll+ account is connected with E-scooter in question. You are using E-scooter at your own risk and your children as well, since you approved the ride as their parent or legal guardian.

4.4. Reporting violations. If you feel another person is violating these policies, don't hesitate to contact us immediately by sending an e-mail to [zippywheelsebike@gmail.com](mailto:zippywheelsebike@gmail.com) .

## 5. Gratitude System

5.1. Roll+ App may track your E-scooter minutes, kilometers and routes and rewards you with cheaper or free minutes!

## 6. Third Service Provider

6.1. In our Roll+ App you may see a map with ATM's, shops, bars and natural/cultural sights nearby. We don't promote their services and we certainly do not guarantee for their quality. Your relationship with such entities has nothing to do with ZIPPY WHEELS.

6.2. We do not (re)sell or offer any touristic, gastronomic or financial product or service.

## 7. Payment and Prices

**7.1. Any payment of chargeable Roll+ Services shall be made through Roll+ App via credit / debit card or Google /Apple pay and PayPal. That refers to payment of any model, as well as to payment of penalties.**

**7.2. Once you add or select your credit or debit card for payment of chargeable Roll+ Services, in order to verify the validity of your credit or debit card we may reserve a smaller amount from your card (approximately €20) and return it after ride finished.**

**7.3. Invoice for paid Roll+ Services will be sent to you immediately after charging your credit or debit card to the e-mail you have provided us with. Preview of your transactions will be available in your Roll+ App. The User is obliged to provide a correct e-mail address, otherwise he is solely responsible for not receiving the invoice. For more information on processing your personal data in the process of payment see our Privacy Policy.**

**7.4. All prices for Roll+ Services on Roll+ App are displayed including VAT/sales tax and all other taxes (subject to change of such taxes) and fees, unless stated differently. The price list is as it follows:**

- start = 0,95 EUR
- active use of E-scooter = 0,3 EUR
- penalty for abandoning E-scooter = 30 EUR
- one day 30 EUR

**7.5. Lower prices (cheaper rates) are sometimes available in Roll+ App. These rates made available may carry special restrictions and conditions, such as predefined period of use. Please check the relevant Roll+ Service conditions and details thoroughly for any such conditions prior to the use of E-scooter.**

**7.6. We hope you will be pleased with the use of E-scooter Services. For refund regarding E-scooter Services do not hesitate to contact us via [www.zippywheels.com.hr](http://www.zippywheels.com.hr) or via e-mail**

to [zippywheelsebike@gmail.com](mailto:zippywheelsebike@gmail.com) and describe us the reason for a refund. We will process your request soon and evaluate whether it is considered justified. If so, we will refund your money.

## **8. Disclaimers, Limitation of Liability and Indemnity**

### **Disclaimers**

8.1. We make no representation, warranty, or guarantee regarding the safety, reliability, timeliness, quality, suitability, or availability of ZIPPY WHEELS partner, bars, restaurants, ATM's, tourist facilities or any other service marked on the map in Roll+ App, as well as of E-scooter, Roll+ App or any Roll+ Service requested through the use of Roll+ App, or that the use of Roll+ Services will be uninterrupted or error-free.

8.2. Although we shall use reasonable skill and care in managing Roll+ Service offered through Roll+ App, including the use of E-scooter, we shall not verify if, and cannot guarantee that, all information related to the Roll+ Services is accurate, complete or correct, nor can we be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of Roll+ App or otherwise), inaccurate, misleading or untrue information or no delivery of information. Each third service provider remains responsible for the accuracy, completeness and correctness of the (descriptive) information (including the rates/fees/prices, policies & conditions and availability) displayed on Roll+ App. Roll+ App does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any third service provider (or its employees, vehicles, products or services) made available, save as explicitly indicated or set out otherwise.

8.3. You agree that the entire risk arising out of your use of Roll+ Services, and any service or product requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law. We, for our part, have provided all the conditions to make Users feel as secure as possible when accessing and using E-scooter.

8.4. Although we will do our best to provide constant, uninterrupted use of Roll+ Services, we do not guarantee this. We accept no responsibility or liability for any interruption or delay.

8.5. We are not a party to, have no involvement or interest in, make no representations or warranties as to, and have no responsibility or liability with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other Users.

### **Limitation of Liability**

8.7. We shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, personal injury, or property damage related to, in connection with, or otherwise resulting from any use of Roll+ Services, regardless of our

negligence (either active, affirmative, sole, or concurrent), even if have been advised of the possibility of such damages.

8.8. We shall not be liable for any damages, liability or losses arising out of your use of or reliance on the E-scooter or your inability to access or use the Roll+ Services; or any transaction or relationship between you and any third party in connection with the Roll+, even if we have been advised of the possibility of such damages.

8.9. Because Roll+ App is merely a tool to connect your mobile phone with E-scooter, in the event that you have a dispute with one or more Roll+ Users or third party Roll+ Service providers, to the fullest extent permitted by applicable law you relieve us (and our officers, directors, members, employees, agents and affiliates) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

8.10. We shall not be liable for delay or failure in performance resulting from causes beyond our reasonable control, especially regarding the Roll+ Services provided by the third-party providers.

8.11. In case you request provision of Security Services via Roll+ App, you will unlock your E-scooter via Roll+ App, connect your mobile phone via Bluetooth and start using E-scooter at your own risk, respecting the rules of use we have stated above. You agree that we have no responsibility or liability to you, in relation to the control and drive, other than as expressly set forth in these Terms.

8.12. The limitations and disclaimers in this section do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law. Because some states or jurisdictions do not allow the exclusion of or the limitation of liability for certain type of damages, in such states or jurisdictions our liability shall be limited to the extent permitted by law. This provision shall have no effect on our choice of law provision set forth below.

## **Indemnity**

8.14. You agree to indemnify and hold us and our affiliates, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the E-scooter obtained through your Account, (ii) your breach or violation of any of these Terms or connected policies or guidelines, (iii) our use of your User Content or (iv) your violation of the rights of any other E-scooter User, E-scooter Partner or any other third party provider of Roll+ Services.

## **9. Intellectual Property Rights**

9.1. All Intellectual Property Rights in or related to Roll+ App and thereto related documentation and all parts and copies thereof, shall remain exclusively vested with, and be the sole and exclusive property of IDDI LLC and/or their subcontractors/licensors.

9.2. These Terms do not grant you any Intellectual Property Rights connected to the Roll+ App and all rights not expressly granted hereunder are reserved by IDDI LLC. You also must not reverse-engineer any part of E-scooter (that is, reproduce them after a detailed examination of their construction or composition) or Roll+ App.

## **10. Term and Termination**

10.1. These Terms are in force as a binding Agreement between us, ZIPPY WHEELS, and you, the User, until further notice as long as your account is not deactivated.

10.2. You can discontinue the use of the Roll+ Services at any time. We shall close your Account at your request. There are some data we shall process even after Account in question is deactivated. For more detailed information, see our Privacy Policy.

10.3. We can discontinue providing the Roll+ Services permanently or temporarily at any time, without stating a reason or previous notice thereof.

## **11. Applicable Law and Dispute Resolution**

11.1. These Terms shall be governed by and construed in accordance with the laws of Republic of Croatia.

11.2. If you are a consumer in the European Union, please note that you cannot be deprived of the rights granted to you by the mandatory consumer protection laws of your country of domicile.

11.3. Disputes arising from these Terms shall be resolved by the Municipal Civil Court located in Zagreb. A consumer in the European Union may, however, always institute proceedings before the competent court of his domicile.

11.4. If you are a User domiciled in the European Union, you and IDDI may also use the ODR platform managed by the European Commission to settle disputes. This platform can be found on <https://ec.europa.eu/consumers/odr/main/?event=main.trader.register>.

## **12. Amendments**

12.1. We reserve the right to make changes to these Terms, or any policy or guideline of Roll+ Services, at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, including by revising the date at the top of these Terms.

12.2. We shall publish the amended Terms on [www.zippywheels.com.hr](http://www.zippywheels.com.hr) as well as inform you of the change at least 15 days before the changes come into force. Changes shall enter into force 15 days after the notification. If you agree with the changes you have to accept amended Terms. However, if you disagree with them you need to tell us that you want to close your Account

before the changes are made. If you don't accept amended Terms and the 15-day period expires, you will not be able to use the Roll+ App until accepting amended Terms.

## 13. Other Provisions

13.1. You may not assign these Terms or rights and obligations arising from this Terms without our prior written approval. We may assign these Terms or rights and obligations arising from this Terms without your consent to a subsidiary or affiliate; an acquirer of our equity, business or assets; or a successor by merger.

13.2. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement or use of the Roll+ Services.

13.3. Our failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

13.4. If any provision of these Terms is held to be invalid or unenforceable, such provision shall not affect remaining provisions, which shall be enforced to the fullest extent under law.

13.5. In case of any complaint or problem, please contact our personnel through your Roll+ Account or by e-mail to the following address: [zippywheelsebike@gmail.com](mailto:zippywheelsebike@gmail.com).

**Last modified: 19.05.2024.**

## PRIVACY POLICY

As you may already be aware, we in ZIPPY WHEELS provide e-scooter & app rental. Our e-scooters make trips easier and sightseeing more fun. During use of our e-scooters we take care of your safety, but also your privacy. You have placed your trust in us by using E-scooter and we value that trust. That means we are committed to protecting and safeguarding any personal data you give us. We act in our customers' interest and we want to be transparent about the processing of your personal data.

This Privacy Policy explains what information we collect, how we use it, and your rights if you want to change how we use your personal information. If you have concerns about how we use your personal information, you can contact us via [zippywheelsebike@gmail.com](mailto:zippywheelsebike@gmail.com)

We shall keep this Privacy Policy updated and therefore might change it from time to time. If you care about your privacy, read it regularly and you'll know exactly where you stand. If we make changes to the Privacy Policy which will have an impact on you (for example, if we intend to process your personal data for other purposes than communicated in the past in this Privacy Policy), we will notify you of these changes before the new activities begin. We always indicate the date the last changes were published at the top of our Privacy Policy.



## Who are we?

We are ZIPPY WHEELS – M.B.M. USLUGE J.D.O.O., owners of e-scooters & client of Roll+ mobile application. Our registered office is in Skrad, Croatia at Šubetov most 2. We produce products and provide services that follow persons` needs and make everyday life easier. Through our project we are providing e-scooters rental with Roll+ App.

Further in this Privacy Policy we shall refer to ourselves as “ZIPPY WHEELS” or “we”. All other capitalized terms have the meaning given to them in our Terms and Conditions.

We will:

- always keep your information safe and private;
- never sell your information; and
- allow you to manage and review your consent choices at any time, if applicable.

We will collect your personal information when you use:

- our website at [zippywheelsebike@gmail.com](mailto:zippywheelsebike@gmail.com) ;
- the Roll+ App; or
- any of the services you can get access to through the Roll+ App or website.

When you choose to share your information with us, we become what is known under data protection regulation as the ‘data controller’ of your personal information which you provided us with, in order to provide our services to you.

## What kind of personal data do we collect?

You can’t use our Roll+ App or our ZIPPY WHEELS web page without us collecting your personal data.

### Basic account data

When you first register in Roll+ App we will ask you for your basic information: your **name, surname, e-mail address and mobile phone number**. This is the basic information we need for you to become a Roll+ User (your e-mail address and mobile phone number). Please note that you have to be at least 18 years old to make Roll+ account and we assume you are if you do so. If you want to use our services we need you to share your **e-mail address** with us as well, as we will use it to send you invoices for your rides.

Once you become a Roll+ member, you will be able to manage your personal details. All the information you enter in Roll+ App will be securely stored as your account data.

## Usage data

To enable you to use our services, we will need to process following personal data:

Your **credit card details**. Details of your debit cards and credit cards, including the card number, expiry date and CVC (the last three digits of the number on the back of the card) are needed for payment of your subscription or services you use through Roll+ App.

While you are using E-scooter actively, we will process your **location information**.

To ensure safety of Users and compliance with our Terms and Conditions, we shall also keep **records of your correspondence with members of our customer support team**. We will store these communications and process them only when they contain information important to us in order to be able to fulfill our contractual obligations, meet our legal obligations, meet law enforcement requests or pursue our legitimate interest.

If you allow us to, we shall collect information such as your **contact lists**, or **friends lists** from Facebook or similar information from other online accounts to make it easier for you to invite others to use E-scooter.

When you visit our website we also collect certain information in order to be able to improve our services. This includes your **IP address**, the **date and time you accessed our services**, the **hardware, software or internet browser** you use and information about your computer's operating system, like application versions and your language settings. We also collect information about clicks and which pages have been shown to you.

If you are using a mobile device, we collect data that identifies your **mobile device**, device-specific settings and characteristics, app crashes and other system activity.

## When do we collect personal data?

We collect information you provide when you, for example:

- fill in any forms;
- correspond with us;
- register to use the Roll+ App;
- unlock E-scooter;
- use E-scooter actively;
- invite a friend to join Roll+ App;
- speak with a member of our customer support team;
- visit our web page or use our app;
- contact us for other reasons.

## Why do we collect and use your personal data?

In order to collect and process your personal data we must have a valid legal basis. We will only collect and process your personal data if we have a legal basis to do so. Therefore, our legal basis for your data processing will be one of the following:

- **Contract.** We provide you services through Roll+ App based on, and in accordance with, our Terms and Conditions. Our Terms and Conditions are a contract concluded between you and ZIPPY WHEELS. To keep you as our client and provide you our services, as agreed in the Terms and Conditions, we need certain personal information without which we are not even able to provide our services.
- **Legal obligations.** In some cases, we are obliged to collect and store your personal information by law, in order to comply with legal and law enforcement requests (for example for accounting purposes).
- **Legitimate interest.** We will rely on this legal basis only when we have a legitimate reason to collect and use your personal data. This reason is always balanced against your right to privacy before the beginning of the data processing itself (for example for improving our services and protecting our e-scooters as our property).
- **Your consent.** We will base the processing on this basis only when you have explicitly agreed that we collect your information. You can usually give your consent simply by ticking a certain box in the Roll+ App. We will base process of your personal data on this legal basis only in certain situations, when prescribed by applicable law.
- **Vital interest.** We will base the processing when it is necessary in order to protect your vital interests or vital interests of another person. We will base processing of your personal data on this legal basis only in extreme, rare cases.
- **Public interest.** We will usually not base processing of your personal data on this legal basis. However, we cannot predict all future situations which may be extraordinary and request processing based on this legal basis. For that reason we wanted you to be aware of this legal basis as well.

If you wish to object to certain processing but you can't opt-out this processing by yourself (for example, in your account settings), please contact [zippywheelsebike@gmail.com](mailto:zippywheelsebike@gmail.com).

## How do we use your personal data?

We can summarize the reasons we collect and use your personal data in just 4 points:

- to be able to provide our services in the best way possible
- to be able to tell you about products and services you may be interested in
- to further improve our services
- to meet our legal obligations.

To provide our services

Providing your personal data to ZIPPY WHEELS is voluntary. However, we cannot provide you our services without collecting and processing certain personal data. Therefore, if you want to use our services you shall provide us with certain personal data. Please be aware of that before accepting our Terms and Conditions and requesting our services.

For instance, you cannot unlock E-scooter if we do not collect your name, surname, e-mail address and mobile phone number. Whenever you log in the Roll+ App we will use your personal data to be able to identify you as our User. Furthermore, we can't show you ATM's, shops, bars or natural/cultural sights nearby, if we don't know where you are. The only time we process pictures is when you allow us to, but even then, we ask you not to send us pictures with people in it, since we do not process pictures as personal data, but only as pictures showing E-scooter or Roll+ App.

When you are already registered as a Roll+ User, we use your personal information to meet our obligations arising from Roll+ Terms and Conditions. That also refers to process of payment and invoicing. To carry out those processes and process transactions you make, we need to process your personal data. For more details on methods of payment, please see our Terms and Conditions.

Your personal data incorporated in your interaction and communication with member of our customer support team, will be saved for security reasons (to prevent any malicious activity).

We also use your personal data to give you details of our products and services to help us develop new products and services.

We also use your personal information to contact you by phone and provide you with customer support services. We may record these calls, but only for internal training and quality-control purposes.

## Marketing

We are constantly developing platform and doing our best to expand the range of products and services we offer. For that reason we would like to keep you updated about our work, once you become our User. If you provide us with your e-mail address we would like to:

- inform you about goods and services we offer, that are similar to those you have already used or asked us about, or which we think you might be interested in;
- measure or understand the effectiveness of our advertising and provide relevant advertising to you.

For this purpose we might use the data you have provided us with, especially your e-mail address, information from your device, location information and information we collected from third parties. We use this information based on our legitimate interest to sell, provide and promote our products and services. In case you don't agree with processing of your personal data for this purpose, you can always opt out this kind of process of your personal data. You can do it

simply by sending us an email to [zippywheelsebike@gmail.com](mailto:zippywheelsebike@gmail.com) and we will make sure your questions are answered and your requests are fulfilled.

### Improvement of our products and services

Sometimes we will use your personal data, as the data of our Users, to improve our and third-party products and services we offer through Roll+ app. To do that we can use your personal data to manage and improve our Roll+ App and ZIPPY WHEELS website (including data analysis, research, troubleshooting, testing, statistical and survey purposes). We use this information based on our legitimate interest to improve our products and our services, and our business in general.

We may also record calls and store communication between you and our customer support service, to train our staff and improve their abilities, but also to control quality of our services.

### To meet our legal obligations

Finally, in certain cases, we may need to use your personal information for regulatory investigations and compliance. We may also use your personal information to handle and resolve legal disputes and to comply with lawful requests from law enforcement. This shall also be the case when enforcing the Roll+ Terms and Conditions.

## Do we track your ride?

Yes, we track your ride and process your location data. That is crucial to provide our services, because it enables Roll+ App to inform you about the sights nearby and navigate you to the destination you choose. This is also important to protect e-scooters as our property because we know where they are at any time. In this way we can also come and fix E-scooter or send you help, if needed. That contributes to the safe use of our e-scooters. Tracking works as follows: your mobile phone is connected with E-scooter, while each E-scooter is connected with our server. In that way, we know where each E-scooter is located, and who (which Roll+ User) is using it. If E-scooter disconnects from our server due to technical or other difficulties, we can no longer process location data from E-scooter, so we will ask you to process location data from your mobile phone. In such a case, you will not be able to continue the ride, if you don't do so. Location data are stored in E-scooter itself, and will be used in accordance with this Privacy Policy,

## Do we share your personal data with third parties?

In certain circumstances, we will share your personal data with third parties. We share your personal data with the following categories of third-parties:

**The Roll+ partner in whose territory e-scooters were rented:** This one is pretty crucial for what we do! In order to provide you our services in beautiful, interesting locations, we teamed with our Roll+ partners who provided us with space and electricity for our charging stations.

Therefore, we can share your name, surname, e-mail, phone number, credit card number and location with our Roll+ partner, all in order to ensure safe use of our e-scooters in all locations.

**Third-party service providers:** We use service providers to support us in providing our services. These service providers provide support services such as:

- fraud detection and prevention services, including anti-fraud screening service
- payment services (We use third parties to process payments or provide billing collection services. We may share information with relevant financial institutions, if we consider it strictly necessary for fraud detection and prevention purposes)

All service providers are required to continue to adequately safeguard your personal data.

**Competent authorities:** We disclose personal data to law enforcement insofar as it is required by law or is strictly necessary for the prevention, detection or prosecution of criminal acts and fraud or if we are otherwise legally obliged to do so. We may need to further disclose personal data to competent authorities to protect and defend our rights or properties.

The transmission of personal data as described in this Privacy Policy may include overseas transfers of personal data to countries whose data protection laws are not as comprehensive as those of the countries within the European Union. As required by European law, we shall only transfer personal data to recipients offering an adequate level of data protection. In these situations, as may be required, we make contractual arrangements to ensure that your personal data is still protected in line with European standards. You can ask us to see a copy of these contractual agreements by sending us e-mail to the following address: [zippywheelsebike@gmail.com](mailto:zippywheelsebike@gmail.com).

## How do we process your communications within Roll+ App?

ZIPPY WHEELS offers you to communicate with a member of our customer support team if you:

- have problems with unlocking your E-scooter;
- want to report illegal rolling or parking;
- have problems with Roll+ App;
- have any other problem you want to report.

To make it easier for you to report problems, we've made it possible for you to send us pictures (for example picture of illegally parked E-scooter), including screenshots. Please don't take pictures in a way that people can be identified in them (including yourself), since we are not authorized to process such pictures, i.e. such personal data. If you send us such picture, we will be obliged to delete it immediately and ask you to send us a new picture that meets this condition.

ZIPPY WHEELS accesses communications and may use automated systems to review, scan, and analyze communications for security purposes; fraud prevention; compliance with legal and

regulatory requirements; investigations of potential misconduct; product development and improvement; research; customer engagement, including to provide you with information and offers that we believe may be of interest to you; and customer or technical support. We reserve the right to block the delivery of or review communications that we, in our sole discretion, believe may contain malicious content, spam, or may pose a risk to you, or other Roll+ members. Please note that all communications sent or received through Roll+ App will be stored by ZIPPY WHEELS, in accordance with this Privacy Policy.

## What security and retention procedures and terms have we put in place to safeguard your personal data?

We observe reasonable procedures to prevent unauthorized access to, and the misuse of, personal data. We use appropriate business systems and procedures to protect and safeguard the personal data you give us. We also use security procedures and technical and physical restrictions for accessing and using the personal data on the servers we use. Only authorized personnel are permitted to access personal data during their work.

We keep your personal data safe against loss, misuse, unauthorized access, disclosure, and alteration by implementing the following measures:

- Firewalls,
- Data encryption, and
- Physical access controls at our data centers.

We will always keep your data safe for entire duration of retention period as well. When determining the retention period of personal data, we will take into account applicable laws and regulations, your interests, recommendations of supervisory authorities and other circumstances relevant to determine appropriate retention time for individual categories of personal data. In each new processing, we will consider whether the proposed retention period is really necessary to achieve a particular processing purpose. When storing personal data, we take care that each processing is fair, proportionate and in accordance with the purposes for which personal data is collected.

We retain your personal data for as long as we deem it necessary to enable you to use our services, to provide our services to you, to comply with applicable laws, resolve disputes with any parties and otherwise as necessary to allow us to conduct our business, including to detect and prevent fraud or other illegal activities. All personal data we retain will be subject to this Privacy Policy.

In certain circumstances, it may be necessary to keep personal data for a longer period of time in order to comply with legal and other regulations, for the purpose of proving in court or other proceedings, or for the operational needs of ZIPPY WHEELS. Premature deletion or destruction of personal data could sometimes result in non-compliance with applicable regulations, inability to defend oneself in court or other proceedings, operational difficulties or damages.

Personal data that are no longer needed are deleted or destroyed in a timely manner (if permitted by applicable law).

## How can you control the personal data you have given to us?

We want you to be in control of the way we use your personal data. Considering that, you have the following rights:

- The right of access (you can request access to the personal data we process about you and ask us for a copy of such personal data)
- The right to rectification (you can inform us of any changes to your personal data, or you can ask us to correct any of the personal data we hold about you but, as explained below, you may be able to make such changes yourself)
- The right to erasure (in certain situations, you can ask us to erase the personal data we hold about you),
- The right to restrict (in certain situations you can block or restrict the processing of the personal data)
- The right to object (in certain situations you can object to ways in which we use your personal data)
- The right to data portability (in certain situations, you can also ask us to send the personal data you have given us to a third party)

When we are using your personal data based on your consent, you are entitled to withdraw that consent at any time, subject to applicable law. Withdrawal of your consent does not affect validity of the data processing we carried out based on that consent before the withdrawal. Moreover, where we process your personal data based on legitimate interest or the public interest, you have the right to object at any time to such use of your personal data, subject to applicable law.

We rely on you to ensure that your personal data is complete, accurate and currently correct in your Roll+ App as we will always provide you the option to add, update or remove information we have about you.

If you have any requests or complaints regarding this Privacy Policy or questions related to exercise of your rights, please contact us via [zippywheelsebike@gmail.com](mailto:zippywheelsebike@gmail.com). You may also contact your local data protection authority.

## How to contact us?

Client of Roll+ App, ZIPPY WHEELS, controls the processing of personal data as described in this Privacy Policy. ZIPPY WHEELS is a private simple limited liability company, incorporated under the laws of the Croatia and has its offices at Šubetov most 2, 51311 Skrad, Croatia. If you have any questions about this Privacy Policy or about our processing of your personal data, please contact us via [zippywheelsebike@gmail.com](mailto:zippywheelsebike@gmail.com) and we will get right back to you.