

## PRIVACY POLICY AND GENERAL TERMS OF USE 01/10/2019

Toll leader in Europe, Eurotoll may collect information on its customers via its subscriber page.

For this reason eurotoll attaches high importance to the confidentiality of your information. This privacy statement explains what personal data eurotoll collects through its interactions with you and through the marketing of its products and services.

You will find in this declaration, in particular, information relating to the methods of collection of your data, the purposes of the latter, the location of your data, the general conditions of use of the eurotoll subscriber area as well as the rights you hold under the General Regulation on Data Protection No 2016/679 and the French Data Protection Act 78-17 of 6 January 1978, in its amended version.

Eurotoll reserves the right to unilaterally modify the content of the present document at any time by renewing the user's consent procedure.

### CHAPTER 1: GENERAL TERMS AND DEFINITIONS

#### I. GENERALITIES

##### A. LEGAL INFORMATION OF THE COMPANY

The subscriber area is owned by eurotoll, a simplified joint stock company (SAS) with a capital of 3 300 000 euros, registered in the Nanterre Trade and Companies Register under registration number 484 835 103, intra-Community VAT number FR 214 84 83 51 03, whose registered office is at 35 rue Camille Desmoulins, 92130 ISSY-LES-MOULINEAUX. Code APE 6311Z.

eurotoll is an ISO 9001 certified company registered in the register of European electronic toll service providers according to Order No. 2016/12 of 10 June 2016 of the Ministry of the Environment, Energy and the Sea.

Email: [service.client@eurotoll.fr](mailto:service.client@eurotoll.fr)

Tel: 0 825 10 10 80 (service 0,15€/min + call price)

The director of the publication is Mr. Arnaud HARY, Chief Executive Officer of eurotoll.

##### B. HEBERGEMENT

This site is hosted by Cloud Temple, a simplified joint stock company with a capital of 13 100 000 euros, whose registered office is located at 215 avenue Georges Clemenceau 92000 NANTERRE and registered with the Nanterre Trade and Companies Register under number 825 400 336. Website: <https://www.cloud-temple.com>

#### II. DEFINITIONS

##### A. PERSONAL DATA

Term which designates any information that directly or indirectly identifies a natural person.

## B. IDENTIFIANT

Term which designates, in a general way, the connection identifier to the subscriber area, the e-mail address and the confidential codes, login and password allowing the subscriber to identify himself and to connect to the euro toll services.

## C. INTERNET

Networks of many servers located in various locations around the world and linked together using telecommunications networks.

## D. REGLEMENT

The Regulation designates the European Regulation on the protection of personal data 2016/679 which entered into force on 25 May 2018.

## E. DATA CONTROLLER

The Data Controller designates any person who determines the purposes and means of the Processing.

## F. DATA PROCESSOR

The Data Processor designates any person who processes Personal Data on behalf of a Data Controller. This is a separate legal entity from the Data Controller.

The Data Processor is subject to an obligation of security and confidentiality of Personal Data.

As such, the Data Processor must be able to present sufficient guarantees regarding the implementation of technical and organizational measures to justify the protection of Personal Data.

## G. PROCESSING

Processing means any operation (or set of operations) relating to Personal Data, by any process and in particular collection, recording, organization, storage, adaptation or modification, retrieval, consultation, use, communication by transmission, distribution or any other form of making available, reconciliation or interconnection, as well as blocking, erasure or destruction.

## H. USER

The term "User" means any natural person who uses the site of the subscribers' area, when he has subscribed to a subscription contract. The user is the customer of euro toll or a person authorized by the client .

## I. SUSCRIBER PAGE

Refers to the euro toll subscriber portal accessible via the url link: <https://www.eurotoll.fr/espace-abonne-api/#/home>

## CHAPTER 2: PRIVACY POLICY

This privacy policy applies to the site of the eurotoll subscriber page.

Your Data are collected by eurotoll which, depending on the situation, acts as Data Controller or Data Processor. In all cases, we implement organizational and technical measures to preserve the security and confidentiality of your data.

This Privacy Policy, our Terms of Use detailed below, and any documents to which it refers, sets out how we treat the personal data that we collect and that you provide to us.

We invite you to read this document carefully to know and understand our practices regarding the processing of your data and to allow you to consent to such processing in an informed manner.

### I. INFORMATION WE COLLECT

#### A. INFORMATION YOU TRANSMIT DIRECTLY TO US

When you connect to your subscriber page, we collect your connection logs.

It should be remembered that the data detailed below were previously collected when we opened your client account, following your subscription contract eurotoll. :

The email address;

-Name;

First name;

Coordinate license plate;

User status: default super admin (see below F, (2))

#### B. INFORMATION COLLECTED AUTOMATICALLY

##### 1. When eurotoll acts as Data Controller

During each of your visits to the subscriber page we may collect, in accordance with applicable legislation and with your consent, information relating to the devices on which you use our services or the networks from which you access our services, such as your IP addresses in anonymous form, connection data, types and versions of Internet browsers used, place of connection.

##### 2. When eurotoll acts as Data Processor

###### *i. As part of the geolocation service*

In order to allow clients to benefit from the geolocation service when using on-board equipment, it is specified that eurotoll does not collect any data; clients are redirected to the site of its supplier, which has its own privacy policy.

###### *ii. In connection with the collection of taxes and tolls on behalf of Toll Chargers*

In order to enable its clients to use toll networks in different EU countries, eurotoll processes on behalf of Toll Chargers the data necessary for recording toll and fee transactions and calculating their amounts.

## **II. WHY WE USE YOUR INFORMATION**

In accordance with the Regulation, the data we collect are strictly necessary for customer relationship management, in particular to:

- The execution of the subscription contract concluded between eurotoll and its customers, notably when ordering additional equipment(s)
- The detection of security holes.

## **III. STORAGE OF YOUR DATA**

Your Personal Data are kept as long as necessary for the management of the business relationship, i.e. for as long as the contract is in force and, in some cases, for as long as is necessary to fulfil our legal obligations.

## **IV. WHO ARE THE RECIPIENTS OF THE INFORMATION COLLECTED?**

Within the framework of the subscription of our services, the information collected by eurotoll is intended only for eurotoll staff who is informed of the strictly confidential nature of these data.

We also work closely with third party companies who may have access to your Personal Data, including:

- The subcontractors we use for technical services,
- Providers of audience measurement and statistical analysis tools,
- Toll Chargers and Toll Providers acting as Processing Managers;

## **V. ARE YOUR DATA TRANSFERRED OUTSIDE THE EUROPEAN UNION?**

Exception apart, your Personal Data are hosted in France and/or within the European Union. However, in case of recourse to a subcontractor it is possible that your data are transferred in a third country to the European Union, we guarantee to implement all appropriate measures to guarantee a sufficient level of protection for your data, such as :

- Give preference to so-called "safe" countries, i.e. countries offering adequate protection of your Personal Data, according to the criteria of our national supervisory authority;
- Obtain guarantees of security and confidentiality from Data Processors by imposing standard contractual clauses from the European Commission, reserving the right to monitor them regularly.

Upon your request, we can provide you details of our subcontractors and in which countries your data are stored or they may occasionally transit or transferred.

## **VI. SPECIAL PROVISION FOR COOKIES**

A "cookie" is a text file placed on your hard drive by the server in the subscriber page. It usually contains the name of the server that deposited it as well as an identifier in the form of a unique number and an expiration date. Its purpose is to collect information relating to your navigation in order to offer you services adapted to your needs.

The cookies used by eurotoll are described and submitted to your acceptance in a dedicated document.

## **CHAPTER 3: THE GENERAL CONDITIONS OF USE OF THE SUBSCRIBER SPACE**

The purpose of these provisions is to define the general terms and conditions for the use of access to the eurotoll subscriber page.

Any connection to eurotoll subscriber page is subject to acceptance and compliance with these general conditions.

To be able to use the eurotoll subscriber page and associated services, you must connect to it via the following browsers:

- Microsoft Internet Explorer 11.0 and later
- Mozilla Firefox 25 and later
- Google CHROME 30 and following

### **I. ACCESS TO THE EUROTOLL SUBSCRIBER AREA**

#### **A. MISCELLANEOUS**

The subscriber page is accessible free of charge for any User customer, benefiting from the services provided by eurotoll according to the options subscribed.

All costs incurred by the User to access the service (hardware, software, Internet connection, etc.) are at his expense.

You can contact customer service by e-mail at [service.client@eurotoll.fr](mailto:service.client@eurotoll.fr) and at the following telephone number: 0825 101080 (service 0,15€/min + call price)

#### **B. HOW TO SEND IDENTIFIERS AND PASSWORDS**

As a User, you undertake to communicate your exact contact details to eurotoll. To access to your subscriber page, a unique URL is sent to the person signing or designated by the contract via an encryption mechanism allowing them to choose a login and password to access their customer page.

#### **C. PERSONAL AND CONFIDENTIAL NATURE**

Your login are personal and confidential.

You are solely responsible for the safekeeping and use of your username and password, in accordance with the password complexity instructions required by eurotoll.

You agree to keep your login and passwords secret and not to disclose them in any form whatsoever.

Any connection to the service or transmission of data made using your identifiers will be deemed to have been made, by yourself, one of your employees or by any person under your responsibility.

#### **D. TERMS OF ACCESS TO THE SUBSCRIBER PAGE**

In order to assist you in the configuration of your subscriber space and in the management of your contract, eurotoll designates its staff which will be entitled to access your customer account via the status "subscriber space administrator". It is specified that this administrator will not have access to your password to access your account.

#### **E. INFORMATION ON CHANGES MADE PER EUROTOLL**

Within the framework of access regulated by eurotoll to the subscriber page as described above, eurotoll reserves the right, during the execution of the contract, to ask you to change all or part of your identifiers, for technical or security reasons, without you being able to claim any compensation.

## F. TERMS AND CONDITIONS OF USE OF THE SUBSCRIBER SPACE WEBSITE

### **1. The functionalities of the subscriber page**

The eurotoll subscriber page allows you, as a customer user, to benefit from the eurotoll services described below:

- i. In the "home" section  
You have access to a summary of the number of vehicle(s), badge(s), order(s) and invoice(s), and, if applicable, alerts.
- ii. In the "invoice" section  
You have access to the history of invoices with the possibility of exporting them in certified PDF format as well as the detailed statement of transactions in certified PDF or CSV format.
- iii. In the "reporting" section  
You have access to all monthly toll consumptions over several months, as well as their average.
- iv. In the "Park" section:  
You have the possibility to manage all your vehicles and on-board equipment;
- v. Under the heading claims transactions:  
You have the possibility to manage all your transactions and claims
- vi. In the "Alerts" section:  
You have access to all your alerts on your account
- vii. In the location section :  
Once you have subscribed to the geolocation offer, you have access to the portal of the Data Processor geolocation of eurotoll allowing you to visualize the vehicles equipped with a Tribox air
- viii. Under the heading "Account":  
You have access to all the information concerning your company, the list of users of the account. You can also upload your documents.
- ix. In the "Help" section:  
You have access to management guides for the various features described above, as well as documents on our eurotoll offers and products.

### **2. Access to the functionalities of the subscriber area according to different profiles**

The subscriber page is accessible according to 4 profiles of Users who do not have the same rights, nor the same access. By default, the client has a "super Admin" profile.

The super Admin profile benefits from all the rights on the subscriber space, namely, to:

- ✓ managing vehicles
- ✓ order
- ✓ claim
- ✓ create and manage alerts
- ✓ consult consumption and reporting
- ✓ manage consumption monitoring and invoicing.
- ✓ manage its employees' access to the subscriber area.

The Manager profile can:

- ✓ managing vehicles
- ✓ order
- ✓ claim
- ✓ create and manage alerts
- consult consumption and reporting

The Administrative profile can:

- ✓ managing vehicles
- ✓ order
- ✓ claim
- ✓ create and manage alerts
- ✓ consult consumption and reporting
- ✓ manage financial monitoring and invoicing.

The Reader profit can only consult:

- ✓ vehicles/badges
- ✓ the order
- ✓ the complaint
- ✓ alerts
- ✓ consumption and reporting.

## **CHAPTER 4 - LIABILITIES**

### **I. THE INFORMATION CONTAINED IN THE SUSCRIBER PAGE**

The sources of information broadcasted on the subscriber page are deemed reliable. However, eurotoll is dependent on information entered by the customer and communicated by third parties, in particular by motorway concession companies or toll collectors.

### **II. EUROTOLL'S LIABILITY**

Eurotoll uses all means at its disposal to ensure quality access to its services. The obligation being of means, eurotoll does not undertake to achieve this result.

Access to services on the subscriber page's site may be interrupted, suspended or modified at any time without notice for maintenance or for any other reason.

Eurotoll undertakes to implement all necessary means to guarantee the best security and confidentiality of the data in the subscriber area, whether the subscriber area is free of viruses or if there is a technical problem that could damage the components of the user's computer or the data that could be stored there.

Eurotoll cannot be held liable in the event of force majeure, network malfunction for which it is not responsible or the unforeseeable and insurmountable event of a third party.

Eurotoll reserves the right to correct the content of its subscriber area at any time and without notice.

In addition, eurotoll is not liable for any delays, errors or omissions in the content of these pages, or for any interruptions, technical problems, including connection or availability of its site.

Eurotoll cannot be held liable for hypertext links to other sites.

Furthermore, you undertake not to claim any compensation following the interruption, suspension or modification of the subscriber's area.

### **III. USER'S LIABILITY**

As a user you assume full responsibility for :

- Information you enter.
- Documents you download
- risks related to the use of your login and password,

Furthermore, any use of the service that directly or indirectly results in damage to the eurotoll subscriber page will engage your liability and must be the subject of compensation to the benefit of eurotoll.

## **CHAPTER 5 - INTELLECTUAL PROPERTY**

The trademarks, logos, signs and any other content of the site of the subscriber area are protected by the Intellectual Property Code and more particularly by copyright.

Any total or partial reproduction of these trademarks, signs or logos without the consent of eurotoll or its partners is prohibited.

You must request the prior authorization of eurotoll for any reproduction, publication, copy of the various contents. Any reproduction or representation in whole or in part without the consent of eurotoll is unlawful and constitutes a punishable infringement.

## **CHAPTER 6: YOUR RIGHTS**

Subject to certain conditions, you may exercise the rights described in this section at any time before the eurotoll data protection officer by sending an e-mail to: [dpo@eurotoll.fr](mailto:dpo@eurotoll.fr), by contacting him by post at the company's registered office or by sending an e-mail to the eurotoll customer service at [service.client@eurotoll.fr](mailto:service.client@eurotoll.fr)

Please note that in order to verify your identity, an identity document and any other proof of identity will be requested in support of your application.

### **I. MANAGING YOUR INFORMATION**

You can access and update some of your information in your account settings on the eurotoll subscriber area.

### **II. PROFILING REJECTION**

The contracts being subscribed by legal persons, this right could not apply.

### **III. RECTIFICATION OF INACCURATE OR INCOMPLETE INFORMATION AND ERASURE**

You have the right to ask us to correct inaccurate or incomplete personal information about you by attaching proof and, if necessary, a copy of an identity document.

### **IV. DATA ACCESS AND PORTABILITY**



You have the right to request access to your Personal Data from eurotoll at any time. This request must be made by presenting a copy of an identity document.

However, the right to portability cannot be exercised by a customer, the contract being concluded for exclusively professional purposes.

## **V. WITHDRAWAL OF CONSENT AND OPPOSITION TO PROCESSING**

In general, we retain your Personal Data as long as necessary to fulfill the contract and comply with our legal obligations. If you no longer wish us to use your information to provide you with our services, or to contact you, you may request that we delete your Personal Data and close your account in the subscriber area.

We may retain and use your Personal Data to the extent necessary to comply with our legal and contractual obligations. For example for tax and accounting obligations, or audit obligations from Toll Chargers.

When you withdraw your consent to the collection of data or oppose such Processing, it is specified that this request will have repercussions on the performance of the contract, the data collected being necessary for the prosecution of contractual relations.

## **VI. TREATMENT LIMITATION**

You have the right to request the limitation of the Processing of Personal Data in cases determined by the Regulation. In particular in cases where (i) you dispute the accuracy of your Personal Data; (ii) the Processing is illegal, (iii) we no longer need your Personal Data for Processing purposes.

## **VII. CLAIM TO A SUPERVISORY AUTHORITY**

You have the right to lodge a claim next to a supervisory authority at any time.

## **VIII. CONTACT**

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