

Protecting our user's personal data and privacy is very important to us and is described below. We follow the rule of using as minimal amount of data as possible.

## **1 Definitions**

- 1.1** Autlo: the provider of Autlo app and Service: Autlo OÜ, Saeveski 3-29, Tallinn 11214 Estonia, registered in Estonian business registry under registration number 12561212.
- 1.2** Service: Payments for parking based on User input on smartphone, smartwatch or car interface or based on electronic triggers from smartphone, car or license plate recognition. Autlo is responsible only for payments, parking service and pricing are managed by Parking Operator.
- 1.3** User: Private customer who uses the Service and has entered into the corresponding contract with Autlo, including the user of company car or the self driving car.
- 1.4** Device: A way in which User uses and communicates with the Service. It can be smartphone, smartwatch, tablet, car display, voice commands or other technical means.
- 1.5** Parking Operator: Owner or the operator of parking areas, for example city or other municipality, private land owner, including company or private person or a company who manages parking on property owned by others.
- 1.6** Payment Processor: A relaying party through which User pays for Autlo services, for example debit or credit card company, issuing bank, payment gateway or telecom operator.

## **2 Registration and account data**

- 2.1** To use Autlo Services, User must register as a User of Autlo. Registration can be done via Autlo app.
- 2.2** Personal information required on registration is:
  - 2.2.1** User's mobile phone number, which is used as a unique account identifier. User's mobile phone number will be verified with 6-digit code transferred via SMS, both on first registration and on every app activation on a new Device.
  - 2.2.2** User's car(s) license plate number(s).
  - 2.2.3** If User uses a debit or a credit bank card as a payment method, then User also inserts a name, card number, validity date and CVC code, which are decrypted and saved as a personal token. This means that User name and card number are not stored in Autlo system and all payments are made based on token. Collecting, saving and processing are done by Payment Processor.
  - 2.2.4** Autlo can request the User's name from Payment processor upon request from User, Payment Processor or Parking Operator, if there is a case which requires further investigation. These events can be, but are not limited to:
    - 2.2.4.1** User, Parking Operator or Payment Processor turns to Autlo and asks for further explanations about payments made.
    - 2.2.4.2** Legal requests for information from authorities, IE law enforcement in the event of an accident, etc.
    - 2.2.4.3** If payments are not made on time and Autlo must initiate debt collection procedure.
- 2.3** It is User's responsibility to ensure that account information is correct. If there is a

change, the User must promptly update it through his User Account. Until change User is responsible for every payment made.

- 2.4** User can register several vehicles. In this case Autlo tries to select the right vehicle automatically, but when this is not possible, user must select the right license plate number manually.
- 2.5** It is the User's responsibility to protect from unauthorized access and misuse the access data to his account and Device and not to distribute his personal registry SMS code to third parties.

### **3 Parking on street and in other open areas**

- 3.1** On street and open parking areas are parking places which are accessible without boom, gate or any other physical barrier, like city streets and other open private parking areas.
- 3.2** Autlo has three usage methods that User can select from and which work on the following ways:
  - 3.2.1** Automatic. In automatic mode the parking payment is activated for User by Autlo, using electronic signals from Autlo app or car device. In this case User is responsible for the GPS provided by his Device. If the selected zone and payment is not correct, User is responsible for correcting or canceling it, which can be made in first 3 (three) minutes. Payment also ends automatically, but User can end it manually at any time.
  - 3.2.2** Recommendations. In recommendations mode Autlo gives recommendations, but the User must confirm the start of the payment in Device manually. Payment end is automatic, when Bluetooth connects, but User can end it manually at any time.
  - 3.2.3** Manually. In manual mode there is no automation and User must start and end the payment manually.
  - 3.2.4** User can change the usage mode and other preferences by opening Autlo app settings and selecting new method.
- 3.3** Automatic and recommendations mode require that User has granted Autlo with a permission to track his location, motion and Bluetooth. This information is analyzed to detect parking event start, stop and location. Data is stored for 4 months in case something needs to be analyzed later. Analysis can be initiated by Autlo employees if there is an anomaly from expected result or if User or Parking Operator asks for it. On manual mode location is used only for zone selection, when starting parking.
- 3.4** Use of the Service requires a stable (mobile) Internet connection. Only after receiving confirmation as a push notification or information in Device screen can the User assume that his parking transaction has been initiated or terminated. Autlo is not responsible for possible fines or other actions concerning an instance of parking for the time between parking or leaving and initiating or terminating the transaction, respectively.
- 3.5** If parking is time limited, then Autlo has the right to end the payment when maximum time is reached, notifying user in advance. Autlo is not responsible for possible fines or other actions, when User parks longer, than allowed maximum parking time.
- 3.6** If Autlo Service is unavailable (IE you do not receive the push notification about payment start in right zone or Autlo app does not show the parking in right zone), for instance due to disruptions at Autlo or network operators, the User must pay the required parking fee in another manner, for instance by purchasing a parking voucher

from the vending machine.

- 3.7 Failure to adhere to the procedure for settling parking transactions may result in parking fees not being properly paid. If parking fees are not paid, this may be prosecuted by Parking Operators as an infringement of contractual duties, or by municipalities as an administrative offense.
- 3.8 To identify participating Autlo Users some Parking Operators require a vignette on the inside of the windshield. A list of localities requiring such vignettes is available at the Autlo website [www.autlo.com](http://www.autlo.com). The vignette can be downloaded or ordered from Autlo.

#### **4 Parking off street, for example in garages and in other gated parking areas**

- 4.1 Off street and gated parking areas are parking places which require opening a boom, gate or any other physical barrier to access.
- 4.2 Autlo has one usage method which User can select from and which work in the following ways:
  - 4.2.1 Automatic. In automatic mode the parking payment is activated for User by Autlo using electronic license plate recognition. In case User wants not to use it, automation can be turned off from Autlo settings. Already initiated payment can be canceled, leaving the garage within first 3 minutes.
- 4.3 For automation Autlo analyzes and stores camera photos on entrance and exit gates. Data is stored for 4 months in case something needs to be analyzed later. Analysis can be initiated by Autlo employees if there is an anomaly from expected result or if User or Parking Operator asks for it.
- 4.4 Use of the Service in garages in automatic mode does not require a (mobile) Internet connection and works even if phone battery is empty, if phone is not present or even if Autlo app is deleted.
- 4.5 If there is no Autlo usage for 3 months, then automatic parking in parking houses will be deactivated to protect the User in case car is sold, etc. User can re-enable it in app settings. Usage is one of the following: new registration, starting or ending parking payment, changing settings.
- 4.6 If Autlo Service is unavailable (IE gate does not open), for instance due to disruptions at Autlo or network operators, the User must pay the required parking fee in another manner, for instance by the vending machine.
- 4.7 Failure to adhere to the procedure for settling parking transactions intended by these General Terms and Conditions may result in parking fees not being properly paid. If parking fees are not paid, this may be prosecuted by Parking Operators as an infringement of contractual duties, or by municipalities as an administrative offense.

#### **5 Payments**

- 5.1 Parking price and pricing rules are decided by Parking Operator. Autlo collects those fees and forwards them to Parking Operator.
- 5.2 Parking fees may be directly changed by the Parking Operator. This is solely their decision and Autlo is not responsible for the pricing of parking areas. Corresponding changes in the fee are passed directly on to the User.
- 5.3 Autlo asks service fees for every payment. Autlo service fee is described on Autlo website [www.autlo.com](http://www.autlo.com).
- 5.4 Available payment means are described on Autlo website [www.autlo.com](http://www.autlo.com).
- 5.5 User is responsible for initializing payment start and stop and for having sufficient amount of money in his account, when billed through Payment Processor. When

payment fails, User is responsible for enforcement.

**5.6** For protection against forgetting Autlo notifies User at least once a day about ongoing parking payment.

**5.7** The User can retrieve the parking duration for each parking transaction and an invoice for the amount of the parking fee incurred on the Autlo app. Data is available for current month and for previous 12 months.

**5.8** User is responsible for entering valid payment method and renewing it if something changes. In case the payment is unsuccessful, Autlo can ban further usage and initiate unsuccessful payment again any time during next 36 months from the end of the applicable parking event.

## 6 Data gathered

**6.1** To offer the Autlo service, we use the following data:

6.1.1 Usage mode	Manual	Automatic or recommendations	Data storage duration
6.1.2 Phone number	Used as a unique account identifier and verified with 6-digit code transferred via SMS.		Phone number until account is active, SMS code 24 hours or until it is used.
6.1.3 Phone type, operating system and version	Used for quality and performance monitoring.		Until account is active.
6.1.4 Car license plate(s) and photos in off street (garages)	Basis of the payments		License plate until account is active, pictures from garages 4 months.
6.1.5 Phone location and movement, which can be based on GPS, Wifi, Bluetooth beacons or mobile network cell triangulation	Location is used one time on opening the app, needed for zone selection. Movement data is not monitored or stored.	Monitored during driving and stored with movement up to 1 minute prior Bluetooth lost. Needed for quick and accurate parking zone selection, including detecting, when parking indoors.	GPS coordinates and movement 4 months, parking zone name 8 years.
6.1.6 Phone Bluetooth name	Not used.	Used for detecting parking start and end events.	Until account is active.
6.1.7 Phone language	Used to display preferred language.		Until account is active.
6.1.8 Phone IP	May be used for fraud monitoring.		4 months
6.1.9 Payment method and bank data	User payment method, like telco carrier billing or bank card. If selected method is telco carrier billing, then we process payments based on user telephone number. If method is debit or debit bank card, we process		Until account is active. Bank data by Payment Processor 8 years.

	payments based on card token, card number last 4 digits and validity date. All other card data (described in 2.2.4) are stored only by Payment Processor. Card token is anonymous unique identifier for a valid card given us by Payment Processor.		
6.1.10 Parking sessions	All paid parking sessions, defined by start and end time, location, zone name, parking price and service fee.	All parking sessions, defined by start and end time, location and zone name (including free zone), parking price and service fee.	All parking sessions 4 months, paid parking sessions 8 years.
6.1.11 Zones and areas, where payments are disabled	Not applicable.	User can disable payments in any parking zone or in any area defined by GPS central point and radius.	Until account is active.

**6.2** All data is stored and handled in EU and according to EU privacy laws. Servers are hosted according to Autlo and Digital Ocean contract in Netherlands (more general info at <https://www.digitalocean.com/security/gdpr>). Card payments are processed according to Autlo and EveryPay contract, who's servers are hosted in Ireland and in Germany (more info at <https://every-pay.com/faq>).

## 7 Data transfer

**7.1** Data transfer between Autlo app and server is done over secure and encrypted https protocol.

**7.2** Autlo is allowed to transfer parking events to applicable Parking Operator. This data will contain: User phone, car license plate number, parking zone name, parking start time, parking start trigger (IE manually, Bluetooth, license plate recognition), parking end time, parking end trigger (IE manually, Bluetooth, license plate recognition), transaction cost, used discount (if applicable), full price (if applicable).

**7.3** Payments are transferred to Payment Processor. This data can contain:

**7.3.1** If payment method is debit or credit bank card (the Payment Processor is Everypay): User card token, parking id reference, transaction cost.

**7.3.2** If payment method is telco (User mobile phone service provider): telephone number, car license plate, parking zone name, parking start time, parking end time, transaction cost.

**7.4** Autlo is allowed to use and transfer to third parties any collected data in anonymous and aggregated form. This data can be usage statistics, pricing, heatmaps etc for general performance monitoring, statistics and marketing. Third parties can be Parking Operators, Payment Processors, Media, Traffic authorities etc.

**7.5** Autlo does not sell customer data, does not forward it to third parties, does not do any advertising and does not send any push notifications not related to Autlo Service.

## 8 Third party tools

**8.1** Autlo app uses third party tools to provide, maintain, protect and improve the Service, to develop new services, and to protect Autlo and our Users.

- 8.2 Google Analytics is a tool for analysis, provided by Google Inc. (Google). All data is stored in anonymous form, IE anonymize IP functionality is enabled. Google has servers in many countries and some of the data might be sent outside of EU. See more information at <https://www.google.de/intl/de/policies/privacy>.
- 8.3 Fabric is a tool for detecting app crashes, provided by Google Inc. (Google). All data is stored in anonymous form, IE without link to customer data stored by Autlo. Google has servers in many countries and some of the data might be sent outside of EU. See more information at <https://fabric.io/privacy>.
- 8.4 Bugfender is a tool for detecting app crashes, provided by Beenario GmbH. (Beenario). Beenario has servers in many countries and some of the data might be sent outside of EU. See more information at <http://support.bugfender.com/security-and-compliance/personal-data-processing-and-gdpr-compliance>.
- 8.5 Google Maps is a tool to provide maps in Android phones, provided by Google Inc. (Google). Autlo loads the base map from Google, based on current or selected location, IE without link to customer data stored by Autlo. Google has servers in many countries and some of the data might be sent outside of EU. See more information at <https://www.google.de/intl/de/policies/privacy>.
- 8.6 Apple Maps is a tool to provide maps in Apple phones, provided by Apple Inc. (Apple). Autlo loads the base map from Apple, based on current or selected location, IE without link to customer data stored by Autlo. Apple has servers in many countries and some of the data might be sent outside of EU. See more information at <https://www.apple.com/legal/internet-services/maps>.
- 8.7 Autlo apps work on Google Android or Apple iPhone mobile phones which is regulated through direct usage agreement between phone provider and User.

## 9 Data protection measures

- 9.1 Autlo app encrypts all data which is transferred from Autlo app to Autlo server. For encryption we use the Secure Socket Layer protocol (SSL).
- 9.2 The access to Autlo systems is protected by firewall and access control systems in such a way that no one can access them without correct authorization.
- 9.3 In addition to these preventive safeguards, all access and access attempts are logged.

## 10 User rights

- 10.1 User can stop using Autlo app anytime. Upon selling the car, user has to delete it in app. Until deletion User is responsible for every payment made.
- 10.2 User can stop using automatic parking by opening the app and disabling automatic parking both for on-street and in parking houses. Until this User is responsible for every payment made. NB! Deleting the app does not disable automatic parking inside parking garages.
- 10.3 Autlo complies with legal requirements. User can request data extradition, correction or deletion by sending us an email at [autlo@autlo.com](mailto:autlo@autlo.com). General parking transactions which are required by law and by contracts made with Parking Operators and Payment Processors will remain stored as long as legally required.
- 10.4 After deletion User can start using Autlo again, starting with new registration.

## 11 Liability

- 11.1 User can submit appeals until 3 months after the parking event. Later appeals are not accepted, as some data will be deleted.

- 11.2** The User is aware that the ability to use the Autlo Services (such as initiating and terminating parking transactions), use of the Internet, and the ability to receive SMS, push notification and to receive a GPS location depend on the functioning of the mobile telephone, the (mobile) networks, and other third-party services. Autlo may not be held responsible for damages resulting from inadequate function or complete loss of the mobile telephone or networks or third-party services, for instance failure to receive (in a timely manner) an SMS, push notification etc. This also includes cases of Force Majeure as provided for in chapter 12.
- 11.3** When using Autlo service, User is responsible for obeying Parking Operator signage and general traffic laws. Using mobile phone and other Devices when driving are regulated in traffic laws and User is responsible for obeying them.

## **12 Force Majeure**

- 12.1** Failure to comply with the obligations shall not be deemed to be a breach of Autlo service if it was caused by circumstances which were not foreseeable (Force Majeure). The Force Majeure can be a strike, cyberattack, failure in mobile network service, massive disturbances in the administrative territory of the Parties, uprising, war, fire, new Government law which significantly impedes the performance of the service or any other event, which is independent of the will of Autlo or Parking Operator and is accepted as Force Majeure.

## **13 Final provisions**

- 13.1** These terms and conditions are governed by and shall be construed in accordance with the laws of the country of applicable Parking Operator.
- 13.2** Autlo services, including the Autlo app, maps and website, are protected as intellectual property. Autlo hereby grants to the User a nonexclusive and nontransferable right to use the Services for the duration of the usage.
- 13.3** Autlo Service is developed constantly further. Autlo reserves the right to discontinue or change certain Services in the future after giving advance notice.
- 13.4** Should individual provisions of these Terms be or become invalid, the validity of the remaining provisions of these General Terms and Conditions shall not be affected thereby.
- 13.5** Autlo reserves the right to change these General Terms and Conditions. Changes will be announced on the Autlo website and will enter force 1 (one) month after the announcement. If Users do not agree with such changes, they have the right to terminate the usage without stating a reason (special termination right).

If you have further questions or comments, feel free to contact us at any time at:

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