



CACHET.ME - PRIVACY POLICY  
Version 0,6 - 05.09.2019

## 1. GENERAL CONDITIONS

- 1.1. Privacy Policy is an annex to Cachet Terms of Use.
- 1.2. Privacy Policy describes how Cachet (Cachet OÜ, address Naadi 4-2, Tallinn 11912, Commercial Register code 14560702) processes the personal data of its Users, User representatives and any other data subjects (hereinafter Data Subject) in relation to their use of the Cachet Platform. Privacy Policy applies to all Data Subjects that use, have used or intend to use the Platform, including in the trial or demo version. Privacy Policy also applies to Cachet's marketing leads.
- 1.3. Cachet acts as a data controller as regards to Data Subject's personal data and is responsible for the processing of personal data, if not stated otherwise in this Policy.
- 1.4. Considering that, the Data Subject is using Cachet Platform to conclude insurance policies with insurance provider, then once the Data Subject is providing personal data for obtaining insurance offer and to conclude insurance contract with insurance provider, such insurance provider becomes data controller and Cachet a data processor and Privacy Policy of the insurance provider is applicable.

## 2. PERSONAL DATA

- 2.1. Cachet may process the following personal data of the Data Subject (hereinafter Personal Data):
  - 2.1.1. User identification data - name, surname, personal ID number, phone number, e-mail address, country of residence;
  - 2.1.2. Vehicle data - vehicle license plate number, vehicle usage data, vehicle insurance history;
  - 2.1.3. Data related to using the Platform
- 2.2. The Data Subject may inspect its Personal Data at any time and make corrections at the self-service or request their deletion unless the law provides otherwise. The Data Subject provides its consent for the processing of personal data to the extent described in Terms of Use with the objective to ensure the quality and accessibility of the Platform and also to expand, improve, personalise and otherwise develop the Platform.
- 2.3. Cachet collects and records personal data in electronic format and makes extracts also in other formats if necessary.

## 3. COLLECTING PERSONAL DATA



3.1. Cachet collects Personal Data in the following ways:

3.1.1. Data Subject provides the Personal Data itself;

3.1.2. Personal Data is provided to Cachet by the representative of the User;

3.1.3. Personal Data is provided to Cachet by a third party such as payment service provider, insurance providers, ride-sharing platforms (Uber, Bolt, and Yandex);

#### 4. PROCESSING PERSONAL DATA

4.1. Cachet processes Personal Data:

4.1.1. At Data Subject's request prior to concluding the User Contract or Agreement;

4.1.2. For performing the contract with Data Subject (includes providing customer support);

4.1.3. For marketing purposes and for concluding the User Contract or Agreement

4.2. Cachet processes the Data Subject's Personal Data in accordance with the requirements of the Personal Data Protection Act.

4.3. Cachet preserves Personal Data as long as necessary for the purposes they were collected for or as long as required by the applicable law.

4.4. Cachet is not obliged to preserve the Personal Data of the Users unless required by applicable law.

#### 5. DATA SUBJECT'S RIGHTS

5.1. The Data Subject is entitled, at any time, to

5.1.1. Request access to Personal Data;

5.1.2. Obtain a copy of collected Personal Data;

5.1.3. Rectify inaccurate or incomplete Personal Data;

5.1.4. Withdraw its consent or request restriction of the processing of Personal Data;

5.1.5. Request termination of the processing of Personal Data and deletion of the collected Personal Data or its transfer to a party at the Data Subject's discretion.

5.2. In order to exercise these rights, the Data Subject shall forward the respective application to e-mail [support@cachet.me](mailto:support@cachet.me). Withdrawal of consent shall not have retroactive effect.

#### 6. TRANSFERRING PERSONAL DATA

6.1. Cachet shall not forward, sell or disclose the Personal Data to third parties without the prior written consent from the Data Subject, except in instances provided in the Terms of Use.

6.2. Cachet shall forward the Personal Data to insurance providers that provide their insurance products through the Platform and to the ride-sharing platforms (Uber, Bolt, and Yandex) in order to provide the services on the Platform.



6.3. Cachet is entitled to forward the Personal Data to the extent it is essential to provide the Services to Cachet group companies and cooperation partners located in the European Union.

## 7. DISCLOSING OF PERSONAL DATA

7.1. Under certain circumstances, Cachet may be required to disclose Personal Data if required to do so by law or governmental authorities, including Estonian Data Protection Inspectorate.

## 8. DATA SECURITY

8.1. Cachet shall promptly notify Data Subject of any facts known to Cachet concerning any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage or destruction of Personal Data by any current or former employee, contractor or agent of Cachet or by any other person or third party. Cachet shall;

8.1.1. cooperate fully with Data Subject in the event of any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage or destruction of Personal Data by any current or former employee, contractor or agent of Cachet or by any other person or third party, to limit the unauthorized disclosure or use, seek the return of any Personal Data, and assist in providing notice if requested by Data Subject; and

8.1.2. upon termination or expiration of the Terms of Use or Agreement for whatever reason, or upon request by Data Subject, Cachet shall immediately cease to process the Personal Data and shall promptly return to Data Subject all such Personal Data, or destroy the same, in accordance with such instructions as may be given by Data Subject at that time, except when retaining of the Personal Data is required by applicable law. The obligations set forth in these data processing requirements shall remain in force ,notwithstanding termination or expiration of Terms of Use.

## 9. TERM AND TERMINATION

9.1. This Privacy Policy is concluded for an indefinite period of time.

9.2. This Privacy Policy shall automatically be terminated in case of termination of the Terms of Use or Agreement.