

Privacy Notice for Platform Users on the Beast Fleet Management and Rental Platform

1. General Information

- 1.1. **Electric Beast Global OÜ**, a company incorporated under the laws of Estonia (registry code 16266059), together with its affiliated entities ("**Beast**," "we," "our," or "us"), provides vehicle rental and fleet management services via its digital platforms, including <https://fleets.beast.rent/> and <https://backoffice.electricbeast.co/> (collectively referred to as the "**Platform**"). The Platform enables businesses ("**Platform Users**") to manage vehicle fleets, facilitate rentals, and utilize a range of tools and services designed to optimize operational efficiency and ensure compliance. A list of affiliated entities within the Beast group is available here: <https://www.beast.rent/entities/>.
- 1.2. This Privacy Notice ("**Notice**") explains how we collect, use, store, share, and protect the data of Platform Users when they interact with our Platform. It applies exclusively to Platform Users and covers activities such as vehicle rental services, third-party integrations, customer support, marketing, and other digital services. While the Platform may process data related to individuals renting vehicles via Beast Rent ("**Renters**"), **this Notice does not govern Renters' direct relationship with Beast.**
- 1.3. Platform Users are responsible for ensuring compliance with applicable data protection laws for all data processed via the Platform, including Renter Data. While Beast provides tools and guidance to support compliance, ultimate responsibility lies with the Platform Users.
- 1.4. Beast is committed to complying with applicable data protection legislation, including the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") and other relevant data protection laws globally.
- 1.5. **Definitions:**
 - 1.5.1. **Platform:** The website, mobile application, associated digital service sites, and third-party integrations provided by Beast (also referred to as "**BeastOS**") that enable software-based vehicle rentals, fleet management, and other digital operational tools for Platform Users. The Platform includes all functionalities, tools, and services offered by Beast, which may integrate with third-party services (such as analytics, marketing, payment processing, verification, or similar service providers), and Platform Users must comply with all relevant terms of these third parties.

- 1.5.2. **Beast Rent:** The website, mobile application, and associated tools provided by Beast, enabling Platform Users to manage vehicle rentals, including booking, unlocking, locking, and controlling vehicle functionalities for their fleets.
 - 1.5.3. **Platform Users:** Businesses or entities that use the Platform to manage vehicle rentals and related operations.
 - 1.5.4. **Renters:** Individuals who rent vehicles from Platform Users via the Platform. Renters are end-users who engage in rental transactions facilitated by Platform Users on Beast Rent.
 - 1.5.5. **Renter Data:** Data pertaining to individuals who rent vehicles from Platform Users.
- 1.6. If Platform Users disclose Renter Data or personal data related to third parties (e.g., employees, management board members, or co-workers) to Beast, they must ensure that such disclosures comply with applicable laws and inform the individuals about this Notice.

2. Data Controllers

- 2.1. The primary data controller for any Renter Data processed by Platform Users via the Platform is the respective Platform User. Platform Users determine the purposes and means of processing the Renter Data they collect and manage through the Platform. As such, Platform Users are responsible for ensuring compliance with all applicable data protection laws and regulations for the data they control.
- 2.2. Beast acts as a data processor in relation to the Renter Data that is processed on behalf of Platform Users. As a processor, Beast provides the Platform's tools and services to support the secure and compliant processing of Renter Data. However, Beast does not determine the purposes and means of processing for the data controlled by Platform Users.
- 2.3. In specific cases where Beast and a Platform User jointly determine the purposes and means of processing certain Renter Data, such as shared customer support or troubleshooting involving both parties' systems, Beast may act as a joint controller. In such scenarios, both Beast and the Platform User share the responsibilities of ensuring compliance with applicable data protection laws.
- 2.4. Platform Users must ensure that any processing of Renter Data conducted via the Platform, including but not limited to collecting, storing, and sharing data, is done in accordance with applicable laws and that adequate safeguards are in place.

Beast provides guidance and support to help Platform Users meet their data protection obligations but does not assume liability for their compliance.

- 2.5. Beast remains a contact point for general data protection inquiries at privacy@electricbeast.co.

3. Categories and Sources of Platform Users' Data

- 3.1. The following categories of Platform Users' Data may be collected and processed:
- 3.1.1. **Business Data:** Company name, representative name, registration number, contact details, and any other business-related information provided by the Platform User during the onboarding process.
 - 3.1.2. **Payment Data:** Information related to payments and transactions (e.g., safe payment card details, transaction history).
 - 3.1.3. **Verification Data:** Data used to verify the Platform User's identity, such as personal identification documents (e.g., passports or national IDs), biometric data (e.g., facial recognition), and the results of verification checks.
 - 3.1.4. **Vehicle System Data:** Data generated by the Platform User's vehicle during the rental period (e.g., GPS location, speed, distance traveled, charging status).
 - 3.1.5. **Communication Data:** Details of communications with Beast or Renters, including customer support inquiries.
 - 3.1.6. **Technical Data:** Information about the Platform User's interactions with the Platform, such as device information, IP address, and usage logs.
 - 3.1.7. **Device Data:** Information collected about the device used to access the Platform, including device type, operating system, unique device identifiers, device settings, and geo-location data. The specific information collected can depend on the device and software settings.
 - 3.1.8. **Log Data:** Automatically collected data when interacting with the Platform, such as IP addresses, browser types, access times, visited pages, and the time spent on each page.
 - 3.1.9. **Usage Data:** Data related to user activities on the Platform, such as user roles, actions performed, error logs, and other interaction details.

- 3.1.10. **Marketing Data:** Data related to marketing preferences, engagement activities, provided consents, and participation in promotions, surveys, or marketing communications. This may also include data obtained from publicly available sources (e.g., LinkedIn), where the collection of such data is necessary for legitimate interests, in compliance with applicable laws, or based on the data subject's consent, as required.
- 3.2. Renter Data may be collected directly from Platform Users, their interactions with the Platform, or third-party providers (e.g., verification and payment services), as permitted by law.

4. Legal Bases and Purposes of Processing Renter Data

- 4.1. Renter Data is processed lawfully based on the following legal grounds:
 - 4.1.1. **Performance of a Contract:** Managing and fulfilling business agreements, operational management, compliance with legal and regulatory obligations, and providing support services.
 - 4.1.2. **Legitimate Interests:** To improve services, enhance security, and provide customer support.
 - 4.1.3. **Compliance with Legal Obligations:** To comply with applicable laws and respond to legal requests.
 - 4.1.4. **Consent:** Where required, for specific purposes such as marketing communications.
- 4.2. Renter Data may be processed for the following purposes:
 - 4.2.1. Managing and fulfilling rental agreements and related transactions.
 - 4.2.2. Verifying the Platform User's identity and ensuring the safety and compliance of vehicle operations.
 - 4.2.3. Providing customer support, including responding to inquiries and resolving issues.
 - 4.2.4. Conducting marketing activities, where appropriate consent has been provided.
 - 4.2.5. Ensuring compliance with applicable legal and regulatory obligations.
- 4.3. To provide a quick reference and enhance readability, the table below summarizes the purposes for which we process the Platform User's Renter Data, the legal bases that justify such processing, and the specific categories of Renter Data

involved. This table complements the detailed descriptions provided in the numbered points above.

Processing Purpose	Legal Basis	Renter Data Used
Managing and fulfilling rental agreements	Performance of a Contract	Identity Data, Payment Data, Vehicle System Data
Customer support and inquiries	Legitimate Interests, Performance of a Contract	Communication Data, Identity Data
Verifying driver identity and eligibility	Compliance with Legal Obligations, Legitimate Interests	Verification Data, Identity Data
Marketing and promotional activities	Consent, Legitimate Interests	Marketing Data, Communication Data
Improving Platform services and user experience	Legitimate Interests	Device Data, Usage Data, Log Data
Legal compliance and regulatory requirements	Compliance with Legal Obligations	All relevant data categories

This table serves as a quick reference guide to help better understand the various purposes and legal grounds for which the Platform User's Renter Data is processed, alongside the specific types of data involved.

5. Sharing of Platform User Data

5.1. Data may be shared with the following categories of recipients:

5.1.1. **Platform Users**, as primary controllers, may share operational data or Renter Data with third-party service providers for purposes such as payment processing, IT support, and compliance monitoring.

5.1.1.1. Beast may initiate data transfers between Platform Users when necessary to facilitate rental services across regions or locations managed by different Platform Users. All such data transfers are conducted securely and in compliance with applicable data protection laws.

- 5.1.2. **Service Providers:** Third-party vendors that provide payment processing, identity verification, IT support, and other services on behalf of Beast or Platform Users.
 - 5.1.3. **Regulatory and Legal Authorities:** Data may be shared with public authorities, supervisory bodies, or law enforcement agencies to comply with legal obligations or in response to lawful requests.
 - 5.1.4. **Affiliated Entities:** Within the Beast group to support business operations and service delivery.
 - 5.1.5. **Verification Service Providers:** Entities that assist in verifying the identity and eligibility of Platform Users, such as personal identification (ID document) and/or business verification (Know Your Business - KYB) providers.
 - 5.1.6. **Analytics and Marketing Partners:** Third parties that provide analytics and marketing services, including advertising networks and social media platforms, to improve our services and conduct marketing activities.
 - 5.1.7. **Transfer of Rights:** In the event of a sale, merger, acquisition, or any other transfer of Beast's assets, the rights and obligations under this Privacy Notice will transfer to the acquiring or successor entity.
- 5.2. Beast requires all third-party service providers, including analytics providers, marketing partners, and verification service providers, to adhere to strict data protection standards. These standards include compliance with GDPR principles (e.g., data minimization, purpose limitation, and security by design) and the implementation of adequate safeguards such as encryption, pseudonymization, secure data storage, and regular audits.
- 5.2.1. Binding data processing agreements specify that third parties may only process Renter Data for defined purposes and must implement technical and organizational measures, such as ISO 27001-certified data management practices or adherence to Standard Contractual Clauses (SCCs) for international data transfers.
 - 5.2.2. For service providers outside the EU/EEA, we ensure equivalency in data protection levels through additional safeguards, such as supplementary contractual commitments or technical measures like end-to-end encryption.
- 5.3. Beast actively monitors such third parties to ensure ongoing compliance with data protection standards. This includes regular audits, assessments, and reviews of

their data handling practices. In cases where a third-party provider fails to meet these standards, we reserve the right to terminate our agreement with them and take any further necessary actions to protect the Platform User's Renter Data, such as reporting the non-compliance to relevant authorities or pursuing legal remedies.

6. Data Retention

6.1. Renter Data will be retained only for as long as necessary to fulfill the purposes outlined in this Notice or as required by applicable laws:

6.1.1. **Rental Data:** Retained for the duration of the rental agreement and for an additional period as required by local regulations, generally up to 3 years.

6.1.2. **Payment Data:** Retained for up to 7 years to comply with financial and tax reporting obligations.

6.1.3. **Verification Data:** Retained for the period necessary to verify the identity and eligibility of the Renter, generally not exceeding 3 years.

6.1.4. **Communication Data:** Retained for as long as necessary to manage customer relationships, generally up to 2 years after the last interaction.

6.1.5. **Marketing Data:** Retained until consent is withdrawn or up to 3 years after the last marketing activity.

6.1.6. **Vehicle System Data:** Retained for up to 3 years from the date of collection for operational and security purposes.

6.2. For enhanced readability, the table below provides a concise summary of the retention periods for different categories of Platform Users and Renter Data. It is intended to complement the detailed descriptions provided in the numbered points above, allowing for an easy overview of how long we retain each type of data.

Data Type	Retention Period
Renter's Rental Data	Duration of rental agreement + up to 3 years
Platform User's and Renter's Payment Data	Up to 7 years (for financial and tax compliance)
Platform User's and Renter's	Up to 3 years (for identity and eligibility)

Verification Data	verification)
Platform User's and Renter's Communication Data	Up to 2 years after the last interaction
Platform User's and Renter's Marketing Data	Until consent is withdrawn or up to 3 years after activity
Platform User's Vehicle System Data	Up to 3 years from the date of collection

Refer to this table for a quick overview of Beast's data retention practices and the periods for which different types of data are maintained.

- 6.3. Once the retention period expires, or the data is no longer required for its original purpose, it will be securely deleted **unless further retention is necessary to comply with ongoing legal obligations.**
- 6.4. Platform Users are responsible for ensuring that data retention periods for all categories of data they control comply with applicable local legal obligations, including but not limited to tax, accounting, and consumer protection laws. In addition, Platform Users must ensure that their data retention practices align with any specific record-keeping and retention requirements outlined in the Terms and Conditions for Platform Users ("**T&C**"). While Beast provides guidelines for data retention to assist Platform Users, Beast does not assume liability for compliance with these local regulations or T&C requirements.

7. Security Measures and Data Protection Practices

- 7.1. Beast is committed to ensuring data security on the Platform and has established strict data protection agreements with service providers to ensure adherence to data protection standards and applicable legal requirements. However, Platform Users are responsible for implementing their own technical and organizational measures to secure the Renter Data they control, including compliance with any third-party service terms integrated with the Platform.
- 7.2. Beast is not liable for breaches or non-compliance arising from the misuse of third-party tools or services integrated with the Platform by Platform Users. Platform Users must ensure compliance with the terms of third-party tools integrated into the Platform.

8. Rights as a Data Subject

- 8.1. Platform Users can exercise their rights by contacting Beast and providing the relevant details and supporting documents as needed for each specific request.
- 8.1.1. **Right to Access:** Submit a request specifying the data wished to access. Provide proof of identity and any additional information required to locate the relevant data.
 - 8.1.2. **Right to Rectification:** Contact us with the specific details of the data that needs correction, along with supporting documents if applicable.
 - 8.1.3. **Right to Erasure:** Submit a request stating the reasons for data deletion, such as the data no longer being necessary or processing being unlawful.
 - 8.1.4. **Right to Restriction:** Request a restriction by providing specific circumstances, such as a dispute over data accuracy.
 - 8.1.5. **Right to Data Portability:** Contact us to request a copy of data in a structured, machine-readable format. Specify the data categories desired to transfer and provide details of the new controller.
 - 8.1.6. **Right to Object:** Submit a request specifying the processing activity involving data (e.g., operational data or Renter Data) and providing reasons for the objection.
 - 8.1.7. **Right to Withdraw Consent:** For processing based on consent, use the unsubscribe options provided in marketing communications or contact us directly.
- 8.2. Platform Users (as defined in Section 1.5.3) are the primary point of contact for any data subject rights requests concerning data they control and process for Renters (as defined in Section 1.5.4). For data processed by Beast in its capacity as a data processor, inquiries can be directed to Beast at privacy@electricbeast.co.

9. Cookies and Tracking Technologies

- 9.1. The Platform uses cookies and similar technologies to enhance the overall experience and analyze usage. These may include necessary cookies (for the operation of the site), functional cookies (to remember preferences), analytical cookies (to measure website performance), and marketing cookies (to personalize ads and content). Users can manage their cookie preferences through their browser settings, including blocking or deleting cookies, or through any cookie management tools provided on the Platform. For more details, please refer to the Cookie Policy: <https://beast.rent/cookie-policy/>.

10. Changes to This Privacy Notice

- 10.1. This Privacy Notice may be updated periodically to reflect changes in Beast's data processing practices or to reflect changes in ownership resulting from a sale, merger, acquisition, or any other form of corporate restructuring or transfer of ownership.
- 10.2. Significant updates to this Privacy Notice will be communicated to Platform Users through appropriate channels, such as email or Platform notifications.
- 10.3. We encourage Platform Users to review this Privacy Notice periodically to stay informed of any updates. The latest version will be published here.
- 10.4. This Privacy Notice shall be governed by the laws of Estonia and applicable European Union legislation. Any disputes arising under this Notice shall be subject to the exclusive jurisdiction of the Harju County Court in Estonia.

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