



# Privacy Policy

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Last updated: October 02, 2024

Welcome to Byklo! This Privacy Policy governs the access and use of the Byklo application available at [www.byklo.rent](http://www.byklo.rent) (the “Website”) and any associated services. The Website and all services provided through the Website (collectively, the “Platform”) are operated by Byklo Co., Ltd., a company incorporated under the laws of the Kingdom of Thailand (Company Registration Number 0105567167244).

For the purposes of the European Union General Data Protection Regulation 2016/679 (EU GDPR), the Controller of all personal data collected through the Platform is Byklo AB, a company incorporated under the laws of Sweden. Byklo Co., Ltd. acts as the Processor, processing personal data on behalf of Byklo AB. Any reference in this Privacy Policy to 'the Company,' 'we,' 'us,' or 'our' refers to Byklo AB, the Controller of personal data. Byklo AB ensures that all personal data processed by Byklo Co., Ltd. is handled in compliance with EU GDPR and applicable international data transfer mechanisms.

This Privacy Policy informs you how we collect, use, store, share, and safeguard your personal data. We process all personal data that we collect from you in compliance with the Personal Data Protection Act, 2019 (PDPA) and the EU GDPR.

Please read this Privacy Policy carefully before using the Platform. By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by this Privacy Policy.

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# 1. Definitions

1.1. The following words, whenever used in this Privacy Policy, shall have the meaning defined hereunder:

<b>“Authorized Users”</b>	refers to an employee or contractor of the Bike Provider who is added to the Bike Provider’s account and has access to manage the Shop operations including, but not limited to, creating Listings, accepting or rejecting Booking Requests, handling Provisional Reservations, and managing inventory on behalf of the Bike Provider.
<b>“Bike Provider”</b>	refers to a bike rental business that makes its bikes available for Provisional Reservation through the Platform.
<b>“Bike Provider Content”</b>	refers to the content of the Listings (text and images), the Shop information (location, opening hours, etc.) and other content submitted by Bike Providers on the Platform.
<b>“Booking Request”</b>	refers to a request submitted by a Renter to provisionally reserve a bike listed on the Platform by the Bike Provider.
<b>“Controller,” “Data Subject,” “Personal Data,” “Processing,” “Processor,” and “Supervisory Authority”</b>	shall have the same meanings as defined in the EU GDPR.
<b>“Data Subject Request”</b>	means the exercise by a Data Subject of their rights in accordance with EU GDPR.
<b>“Listing”</b>	refers to a bike that is available for Provisional Reservation through the Platform. A Listing includes all relevant information related to the bike, such as its make, model, daily rental amount, and any other details provided by the Bike Provider.
<b>“Parties”</b>	refer to Renters and Bike Providers collectively.

<b>“Provisional Reservation”</b>	means a tentative reservation wherein the Bike Provider agrees to hold the bike for the Renter, pending the Parties' entering into a final bike rental contract with each other in person.
<b>“Renter”</b>	refers to an individual who registers an account as a Renter on the Platform to find and provisionally reserve bikes.
<b>“Rental Amount”</b>	refers to the total amount payable by the Renter directly to the Bike Provider for renting the bike, excluding the Service Fee and any other add-ons specified in the bike rental contract between the Parties, such as insurance fees.
<b>“Service Fee”</b>	means the fee the Company charges the Renter for a Provisional Reservation made through the Platform.
<b>“Shop”</b>	refers to the individual business location or branch created and managed by the Bike Provider through their account on the Platform.
<b>“User”, “you,” or “your”</b>	refers to any registered account holder on the Platform, Consumers and/or Businesses, as applicable.

## 2. Controller

Byklo AB is the controller of personal data collected through the Platform. Please send any data subject requests in writing to Byklo AB at the following address:

Address:	Byklo AB Stuckatörvägen 5, 117 59 Stockholm, Sweden
Email:	<a href="mailto:hello@byklo.rent">hello@byklo.rent</a>

## 3. Personal Data Collection and Use

### 3.1. What personal data do we collect from you?

Depending on whether you use the Platform as a Renter or a Bike Provider (including Authorised Users), we may collect the following personal data from you:

- Full name,
- Email address,
- Phone number,
- Billing address,
- Multimedia content you upload;
- Provisional Reservation details,
- Content of all communication you have with the Company;
- Information that you provide us when you participate in our surveys or promotions;
- Information collected through the use of cookies and other tracking technologies;

### 3.2. How do we collect and use your personal data?

We appreciate the trust you place in us when giving us your personal data. The details below describe how we collect and use different types of data and our legal basis for this.

#### 3.2.1. Account Registration Data

When you sign up for an account on the Platform, you will be required to provide us with some personal data, including but not limited to your:

- Full name;
- Email address;
- Phone number (optional);

We process your Account Registration Data for purposes including:

- Assessing your eligibility for an account on the Platform;
- Creating your account;
- Enable you to log into your account and make use of the relevant Platform features and functionality;
- Assisting you in recovering your lost account password;
- Complying with applicable law or government requests;
- Asserting our rights and enforcing our agreement with you.
- Communicating with you as and when required.

#### Legal Basis of Processing

Depending on the purpose of the processing, we may rely on the performance of a contract as the legal basis for processing your account registration data.

#### Retention Period

We will erase all personal data you provided during your account registration within 90 days of your account termination unless we are legally permitted to retain any portion or all of the Account Registration data for a longer period based on another legal basis.

#### 3.2.2. User Content Data

When a user submits any content on the Platform, such as images (including profile images or images of your Listing), ratings, reviews,

messages, or other similar content, we collect the information contained in such User Content.

We use this information to:

- Make relevant User Content available on the Platform;
- Detect and prevent any fraud or other similar unauthorised activities on the Platform.

#### Legal Basis of Processing

Our legal basis for processing your User Content data is the performance of our contract with you and our legitimate interest.

#### Retention Period

We may retain your User Content Data so long as your account remains active on the Platform. Following the termination of your account, we shall have the right to retain your User Content Data for up to six (6) months. Please note that any ratings and reviews a user submits through the Platform may be permanently retained by us even after the termination of your account. We will remove or redact any personal identifiers contained within such reviews while maintaining the substantive content.

#### 3.2.3. Provisional Reservation Data

When a Provisional Reservation is made through the Platform, we collect information relating to it, including, but not limited to, the rental dates, the total Rental Amount, and billing address.

We use the above information for:

- Process the Service Fee for your Provisional Reservation;
- Assisting with any Provisional Reservation cancellations and refunds;
- Our business and accounting purposes;
- Detecting and preventing fraud to protect our users.

Please note that we do not collect any sensitive payment card data from our users. Our selected third-party payment processor, Stripe Inc., securely collects all payment information.

#### Legal Basis of Processing

Our legal basis for processing the above personal data is the performance of our contract with each Party.

#### Retention Period

We may retain Provisional Reservation Data for up to seven years after a user's account termination. At the end of these seven years, we will delete all Provisional Reservation Data, or we may continue to retain it by anonymising it so it cannot be linked back to any individual.

#### 3.2.4. Support Request Data

We also collect your personal data when you send a support request to our customer support team. Support request data may include your full name, email address, and the content of the message ("Support Data"). Support Data may also include any other personal data requested by the Company to service your support request.

We process your Support Data to understand and respond to your support requests.

#### Legal Basis of Processing

Our legal basis for processing Support Data is our legitimate interest, which does not override your privacy rights.

#### Retention Period

We will retain your Support Data for up to two years from the date of your account termination. After this period, we may retain the content of your support request message by anonymising it for our internal business purposes.

### 3.2.5. Marketing Data

We collect your name and email address when you subscribe to receive marketing material from us or participate in our surveys/ promotions.

We process your Marketing Data to:

- Send you marketing material that we think you will find interesting;
- Create new offerings and improve our Platform;
- Fulfil any other purpose specified at the time we collect your personal data.

#### Legal Basis of Processing

Our legal basis for processing this personal data is your consent, which you grant us when you subscribe to receive marketing communication from us or voluntarily participate in our surveys or promotions.

#### Retention Period

We may process your personal data for our marketing purposes until you withdraw your consent.

### 3.2.6. Cookies

When you access our Platform, we may automatically collect some personal data about you through cookies such as your IP address. We can also infer your location from your IP address.

Please note that except for strictly necessary cookies which do not require your consent (ePrivacy Directive 2002/58 EC), your personal data is only processed with your consent, which you grant us when you accept our cookies.

We use cookies to improve our understanding of our users.

You can turn off cookies or remove them from your device by changing your browser settings at any time. To learn more about how you can manage cookies on your browser, please visit the applicable browser links provided hereunder:

- [Google Chrome](#)
- [Mozilla Firefox](#)
- [Microsoft Edge](#)
- [Internet Explorer](#)
- [Opera](#)
- [Safari](#)

Please note that blocking cookies may result in a poor user experience. To learn more about how to delete cookies, please visit <https://www.aboutcookies.org/how-to-delete-cookies/>.

## 4. Disclosure of Personal Data

We will never rent or sell your personal data. We may disclose your personal data in the following situations:

### 4.1. With Platform Users

When a Renter submits a Booking Request or a Bike Provider accepts a Booking Request, some personal data about the Renter will be shared with the Bike Provider, such as the Renter's full name and rental dates.

### 4.2. Third-Party Service Providers

We may engage third-party service providers to perform some functions on our behalf, including but not limited to payment processing, web development, maintenance, marketing, and support services (if applicable). Your personal data may be disclosed to such third-party service providers only to the extent required for them to perform relevant functions on our behalf. In no event will these service providers use your personal data for any purpose other than those specified in this privacy policy.

### 4.3. Commercial Transactions

If we enter into any commercial transaction, such as a merger, acquisition, sale, or purchase, all your personal data may be disclosed or transferred as part of that transaction.

### 4.4. Protection of Rights or Fulfilment of Legal Obligations

We will disclose your personal data to third parties in situations where we believe such disclosure is necessary to investigate or remedy any violations of our legal agreement with you or to protect our rights and the rights of others. We will also disclose your personal data in situations where we are

required to do so by applicable law/regulation or legal process, such as to comply with a subpoena.

#### 4.5. With Your Consent

We may share your personal data with third parties with your express consent.

## 5. Transfer of Personal Data

We collect and process our users' Personal Data in strict compliance with applicable data protection laws, including but not limited to the EU GDPR and Thailand's PDPA. Personal Data is acquired, used, and may be transferred in the pursuit of providing our Platform, improving our service offerings, fulfilling legal obligations, addressing support requests or complaints, preventing fraud, and enhancing user experience.

Your Personal Data may be transferred, stored, and processed within the European Union or in other jurisdictions outside your country of residence, such as Thailand. When transferring Personal Data outside the European Economic Area (EEA), including to Byklo Co., Ltd. in Thailand, we ensure that appropriate safeguards, such as Standard Contractual Clauses (SCCs), are in place to protect your Personal Data in accordance with GDPR and other applicable data protection laws.

You acknowledge, understand, and consent to the cross-border transfer of your Personal Data as described in this provision. You may withdraw this consent at any time by contacting us directly, though such withdrawal will not affect the lawfulness of data processing prior to the withdrawal. Please note that withdrawing consent may impact our ability to provide certain services.

## 6. Data Subject Rights

As a user, you have the following rights relating to your personal data:

### 6.1. Right to access your personal data

You have the right to request access to your personal data or a copy of it by contacting us.

### 6.2. Right to rectification

If the personal data we process for you is incorrect, outdated, or incomplete, you have the right to request we rectify, update, or complete it.

### 6.3. Right to withdraw consent

To the extent the legal basis of our processing of your personal data is your consent, you have the right to withdraw your consent at any time. You may withdraw your consent from receiving direct marketing communication from us by clicking the unsubscribe link at the bottom of our marketing emails, and we will cease processing your personal data for direct marketing purposes.



#### 6.4. Right to the erasure of personal data

In limited circumstances, you may exercise your right to request the erasure of your personal data, such as where your personal data is being processed unlawfully.

#### 6.5. Right to file a complaint

If you believe that we have violated your privacy rights or are not complying with data protection laws, you have the right to file a complaint with your local supervisory authority.

Please note that we may request that you provide proof of your identity before servicing your data subject requests.

## 7. Security of Personal Data

The security of your personal data is important to us. We take all reasonable and financially viable steps to safeguard your personal data from any unauthorised access, use, modification, destruction, or loss. We collect minimal personal data to reduce the risk of any data breaches, and we have integrated various security measures into the design of our Platform and our day-to-day business operations. Although we make our best effort to safeguard your personal data, you acknowledge that no mode of transmission over the Internet is one hundred percent secure; therefore, we cannot offer you any guarantees as to the absolute security of your personal data. By using the Platform, you understand and accept that the transmission of data through the Platform is carried out at your own risk.

## 8. Third-Party Links

The Platform may contain links that will redirect you to third-party websites. Such third-party websites are not owned or operated by us. These third-party websites are governed by their own legal terms and conditions and privacy policy. We advise our users to review all third-party legal agreements before making use of their websites. You understand that the presence of any third party links on our Platform does not constitute an endorsement of such a third party, and we cannot be held responsible for such a third party's actions. Your decision to visit these third-party sites is entirely at your own risk.

## 9. Children's Privacy

We are committed to protecting children's privacy. The Platform does not allow minors to submit any personal data. If you believe that a child has provided his/her personal data to us, please contact us, and we will investigate the matter and take appropriate action.

## 10. Amendments

We reserve the right to make changes to this privacy policy by inclusion, modification, or removal of any part at any time. When we make any material changes to this privacy policy, we will notify you by email or by changing the last modified date on top of this privacy policy. You agree that it is solely your responsibility to review this privacy policy when you revisit the Platform. Your continued use of the Platform after we post the updated privacy policy will constitute your acceptance of such changes.