

## Privacy Policy

### 1. General Terms

Robocash d.o.o., registration number: 081224371, Croatian PIN: 43870894097 registered address: Petračiceva 4, Zagreb, 10110, Croatia (hereinafter - Robocash ) is a personal data **Controller** as defined in the General Data Protection Regulation.

Robocash has developed this Privacy Policy to explain and inform the persons visiting and registering on the [www.robo.cash](http://www.robo.cash) website (hereinafter - Website) as its users including a representative of the user, if the user is a legal entity (hereinafter – User), and who uses the services provided by Robocash on how Robocash collects, uses, and transfers users' personal data to third parties.

Robocash prioritizes the secure processing of its Users' personal data by ensuring encryption, network security, and the latest technologies on which the service operates. Access to User personal data within Robocash is segmented on a need-to-know basis and is only provided to employees that need it to perform their direct responsibilities.

If you have any questions regarding this Privacy Policy, the data we hold on you, or you would like to exercise one of your data protection rights, please do not hesitate to contact our Data Protection Officer at [dataprotection@robo.cash](mailto:dataprotection@robo.cash).

Capitalized terms used in this Privacy Policy but not defined shall have the meanings assigned to them in the User Agreement (hereinafter - Agreement).

This Privacy Policy is applicable to clients with which Robocash entered into Financial Intermediary Agreement.

This Privacy Policy should be read together with the User Agreement, Assignment Agreement, and Cookies Policy where the personal data processing activities carried out by Robocash can be described.

We may provide this Privacy Policy in languages other than English. If there are any discrepancies between other language versions and the English language version, the English language version is authoritative.

By accepting this Privacy Policy the User also confirms that all personal information submitted to Robocash is valid and accurate.

### 2. What data do we collect?

Robocash collects and processes the following data:

**Identification data** - Full name, date of birth, place of birth, gender, login details, identity

document data (identity document copy, document type, document number, document issue date, document expiry date, document issuing institution, document issuing country, citizenship, and residence, government-issued personal ID number), facial image data, such as photos of the face (including selfie images) and photos or scan of the face on the identification document, videos, sound recordings;

**Contact data** - address of residence, phone number, and e-mail address;

**Transactional and financial data** - bank account number, information on the proof of income, information on the property, financial activity information, transactional activity on the Website;

**Electronic device and location data** - IP address, forward IP address, device agent/browser details, and the access time of the Website, length of visits of the Website, the internet browser type, version, time zone setting, operating system, and platform, full Uniform Resource (URL) clickstream;

**Data on employment** - employment position, data on the employer;

**Data on legal offenses** - data on criminal and administrative offenses;

**Credit standing** - credit health and score, past and present liabilities;

**Information on family members and close associates** - full name, date of birth, marital status, nationality, country of residence, employment details;

**Information on other people** - full names, date of birth, and contact details of joint account holders;

**Information openly available on the Internet** - User's posts and comments about Robocash online including on social networks;

**Information in public records** - Information about the User such as employment, business, participation in the legal entities, government registry entries, adverse media information, and sanctions applicability;

**Communication and interaction** - Information provided by the User voluntarily or as required by Robocash such as during communication between the User and Robocash using chat, phone, email, and surveys.

### **3. When do we collect personal data?**

Robocash collects and processes personal data in the following instances:

**User registration on the Website.** During registration, the User fills out the form with identification and contact information and sends it to Robocash electronically. Robocash also collects the User's electronic device information at that time.

**Website visits.** When the User visits the Website, information about the visitor's activity is collected automatically with the help of cookies or equivalent technologies. Information such as the browser's identifier, the Website's visiting frequency, average time spent on the Website, and viewed pages are collected. Such information is collected with the purpose to evaluate the attractiveness of our Website and improve its content and functionality.

**Entering the Website account as a User.** When a person enters the Website account as the registered User, Robocash obtains personal data to identify the User from other visitors of the Website.

**Cookies.** More information about the cookie files used by Robocash can be found in [Cookie Policy](#).

**Using the Website as a User.** Robocash collects information about the User while the User is using the Website, for example, to verify the User's identity, correct contact details, manage payment instruments, process payments, and similar.

**Communication with Robocash.** Robocash collects information from the User when and from what the User communicates to Robocash via email, phone call, LiveChat, Website, and other means. Robocash processes personal information when contacting the User.

**Customer surveys.** When the User participates in a customer survey organized by Robocash.

#### **4. What are the purposes of processing and the legal basis?**

Robocash must have a legal basis for processing your personal data. Below is a list of the purposes that Robocash identifies for processing the personal data of its Users. Purposes are supplemented by non-exhaustive examples of business cases of data processing when this purpose may apply.

**Contractual requirement.** This requirement ensures that Robocash can perform an agreement. Failure by the User to provide this data category or by Robocash to collect this data category shall prevent Robocash from entering into the Agreement or shall force Robocash to end the Agreement unilaterally.

Examples of purposes:

- Conclusion, execution, and termination of the agreement with the User;

- Conduction of the transactions via credit institutions;
- Management of client relations, and provision of access to the services of Robocash.

**Legal obligation.** This requirement is placed on Robocash by the applicable legislation. Failure by the User to provide this data category or by Robocash to collect this data category shall prevent Robocash from entering into the Agreement or force Robocash to end the Agreement unilaterally.

Examples of purposes:

- Identifying, verifying Users, and keeping their information updated and correct under the applicable Anti-Money Laundering legislation;
- Consolidating financial information for compliance with accounting requirements;
- Conducting customer risk assessments.

**Legitimate interest.** Robocash can collect and use the User's personal data, or share it with third parties because Robocash has a legitimate reason to use it when balanced against the User's right to privacy. Failure by Robocash to process this data category may reduce the ability of Robocash to provide the best possible product to its target audience.

Examples of purposes:

- Offering, providing and maintaining a high-quality service in terms of service nature, speed, and contents;
- Holding up-to-date records concerning the business activity of Robocash including the business intelligence analysis;
- Protecting the interests of User and/or Robocash or its employees;
- Managing business risks including but not limited to credit risk, liquidity risk, and fraud risk;
- Maintaining an audit trail of all User applications, recording the changes to User account information, distinguishing between actions taken by the User and Robocash ;
- Managing and administering complaints;
- Informing Users about their account activity or crucial changes in the Robocash services (other than direct marketing activities) that may affect the User;
- Developing new and improving the existing services to be relevant for its existing Users and to grow its user base.
- Protecting itself and its Users from illegal or harmful events such as fraud, cybersecurity threats, sanctions violations, money laundering, and terrorist financing.
- Making available an optimal pricing offer to its Users;
- Matching claims with Users;
- Sending the verification reminders to Users, who have not completed the verification process.

## **Consent**

The User gives explicit Consent for its personal data processing by Robocash (both electronically and manually) by agreeing to the present Privacy Policy during User registration on the Website.

Consent to personal data processing for marketing purposes is collected from the User separately from consent to this Privacy Policy. When the User consented to the processing for marketing purposes:

- personal data is then processed under the present Privacy Policy;
- Robocash is entitled to use the User's postal address, e-mail, and/or telephone number indicated in the User's profile to send commercial and promotional communications about Robocash and/or products and special offers from Robocash.

Robocash may, separately and in addition to the present Privacy Policy, collect the User's consent to personal data processing that was not previously covered by the present Privacy Policy, including for processing for new purposes, to ensure that all processing is lawful and the User can exercise their rights under the applicable data protection laws.

If the User provides Robocash personal data of 3rd parties, the User confirms that those 3rd parties have agreed to Robocash processing their personal data in line with the present Privacy Policy.

The User agrees that the right of Robocash to process personal data is in force for the duration of the Agreement.

## **5. How long do you store my data?**

The personal data of the User is stored under the legal basis for it and purposes of processing and is destroyed when no longer needed.

Robocash follows these principles:

- Personal data relating to the legal obligations of Robocash under the AML Law of the Republic of Croatia (including but not limited to identity data, identity, and account activity verifying documents, and communication) shall be stored for 10 years after termination of the Agreement;
- Information on the Agreements is stored for 11 years under the Accounting Act of the Republic of Croatia after the termination of the Agreement;

- Personal data shall also be retained based on our Legitimate interest for 10 years after termination of the Agreement;
- Personal data may be retained under other legal obligations of Robocash and under the respective time frames set therein.

## **6. Third parties**

Robocash may transfer the User's personal data to and receive it from 3rd parties to provide its services.

Robocash will not disclose more of the User's personal data than is necessary for the purpose of disclosure and with respect to regulatory legislation and data protection legislation.

Third parties that Robocash may receive User's personal data from:

- Any person related to the fulfillment of Robocash's commitments arising from the Agreement (including, but not limited, to communications service providers, IT service providers, payment intermediaries, credit institutions, etc.);
- Outsourced service providers that Robocash requires for the provision of its services, insofar as such personal data collection is necessary for the performance of functions delegated to them (including but not limited to identity verification services, fraud prevention services, money laundering prevention services);
- Third parties taking legal actions in connection with debt collection from the User (for instance, debt collectors, lawyers, court bailiffs, insolvency administrators, and other persons acting in accordance with the applicable laws);
- Legal, accounting, and auditing service providers to Robocash ;
- Government authorities and institutions, regulators, and law enforcement bodies.
- Government information systems such as population registers, state social insurance agencies, etc. in accordance with the applicable legislation;
- Credit information bureaus;
- 3rd parties to which the User asks or consents to disclose personal data;
- The User's legal representative;
- Social networks;
- Public information sources.

Third parties that Robocash may disclose the User's personal data to:

- To affiliates, companies, and enterprises related to Robocash or which directly or indirectly have obtained a significant share in the share capital of Robocash, or in which Robocash has obtained direct or indirect participation, insofar as such information is necessary for the performance of functions delegated to them or for the provision of services by Robocash to its Users and performance of the Agreement signed between Robocash and User;

- Any person related to the fulfillment of Robocash's commitments arising from the Agreement (including, but not limited, to communications service providers, IT service providers, payment intermediaries, credit institutions, audit services, etc.), ensuring the recipient's commitment to protect and not to disclose personal data received;
- Outsourced service providers that Robocash requires for the provision of its services, insofar as such personal data disclosure is necessary for the performance of functions delegated to them (including but not limited to remote identity verification services, fraud prevention services, anti-money laundering, combating terrorism financing and sanctions compliance), ensuring the recipient's commitment to protect and not to disclose personal data received. Such service providers may include [SumSub](#), [ComplyAdvantage](#);
- The transferee of a claim, ensuring the recipient's commitment to protect and not to disclose personal data received;
- Third parties taking legal actions in connection with debt collection from the User (for instance, debt collectors, lawyers, court bailiffs, insolvency administrators, and other persons acting in accordance with the applicable laws), ensuring the recipient's commitment to protect and not to disclose personal data received;
- Legal, accounting, and auditing service providers to Robocash ensuring the recipient's commitment to protect and not to disclose personal data received;
- Government authorities and institutions, regulators, and law enforcement bodies;
- Government information systems such as population registers, state social insurance agencies, etc., follow the applicable legislation;
- credit information bureaus;
- 3rd parties to which the User asks or consents to disclose personal data;
- The User's legal representative;
- 3rd parties that refer the Users to Robocash ;
- 3rd parties to which Robocash refers its Users.

In all instances when Robocash discloses the personal data of its Users to 3rd parties, Robocash ensures legal protection of the personal data, including where the applicable signing of a written nondisclosure agreement with the recipient, and the recipient's commitment to protect and not to disclose personal data received.

If Robocash needs to transfer the personal data of its Users to a third country (i.e. a country outside the European Economic Area) then in that case, Robocash will do this subject to one of the following conditions:

- The destination country has been recognized by the European Commission as ensuring an adequate level of personal data protection (this is known as the "Adequacy decision");
- on the basis of Standard contractual clauses that provide adequate protection of personal data;
- additional measures under the decisions of the [European Data Protection Board](#);

Other appropriate safeguards exist for the data transfer (including but not limited to binding corporate rules, standard data protection clauses in the cooperation agreement, or an approved code of conduct, under Article 46 of GDPR).

If none of the above criteria are met, Robocash may transfer your personal data to third countries with your express consent, or if such an amount is legally necessary.

## **7. Automated and manual decision-making**

Robocash is entitled to make automated decisions regarding the provision of services and the consequential procedures applicable to the User based on information collected about the User.

Robocash may apply profiling to its Users in the course of its day-to-day business activities.

Automated decisions are made:

- during the registration process of new Users. For example, Robocash may automatically determine the new User's account status right after the completion of all external and internal checks, including security checks;
- during the ongoing business relationship of Users. For example, Robocash may decide when a User requires undivided attention or assistance from Robocash employees. Robocash may determine the communication that is relevant for each User based on their interests.

Automated decisions assist Robocash in being effective, scalable, and relevant, and they may affect the way Robocash service is rendered to the User – this includes but is not limited to

- the specific services available based on User interests or account activity,
- User account status based on Robocash automated check results,
- payment processing based on User account activity or Robocash operational requirements,
- fees based on the Robocash business model or service availability,
- tailored communication based on User interests or account activity.

## **8. What are your data protection rights?**

### **Right to access**

the User has the right to request Robocash access to the personal data that Robocash is processing about the User, ie the right to obtain confirmation from us whether personal



data concerning you are being processed and, if such personal data are being processed, access to your personal data, including the right to obtain a copy of the personal data being processed.

Robocash will take appropriate measures to provide the requested information without undue delay and in any event within one month of receipt of the User's request.

That period may be extended by 2 (two) further months where necessary, taking into account the complexity of the task. Robocash will inform the User of any such extension within one month of receipt of the request, together with the reasons for the delay.

Robocash reserves the right to verify the requesting User's identity before executing the User's request to meet its legal obligation to protect the User's personal data from unauthorized disclosure.

Where the User requests by electronic means, the information will be provided by electronic means where possible, unless otherwise requested by the User. A copy of the personal data undergoing processing will be provided free of charge.

Robocash may charge a reasonable fee for any further copy requests taking into account the administrative costs of providing that information.

Where requests from the User are manifestly unfounded or excessive, in particular, because of their repetitive character, Robocash may either:

- charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking action requested; or
- refuse to act on the request.

Where the User's personal data has been transferred to a third country, the User may ask for information on the safeguards that were applied to that data transfer and where these safeguards can be viewed.

### **Right to rectification**

The User may request Robocash to correct personal data where it is incorrect or incomplete. Robocash shall do so after appropriate verification of the requested correction.

### **Right to deletion**

The User may request deletion of personal data in particular in cases where:

- are no longer necessary for the purpose for which they were collected or otherwise processed;
- has been illegally processed;

- withdraw, in whole or in part, the consent you have given us for the processing of your personal data for the stated purpose and if there is no other legal basis for the processing;
- must be deleted due to compliance with the legal obligation under applicable legal regulations;

Robocash may continue processing personal data due to legal or contractual requirements or to exercise its legal rights. Robocash shall notify the User if the request for erasure makes Robocash unable to continue providing service to the User.

### **Right to restriction of processing**

The User may request Robocash to stop processing its personal data where it is not required for Robocash to meet its legal obligations or to exercise its legal rights and:

- The personal data may be inaccurate,
- The personal data has been unlawfully processed but the User wants to keep the data on record and limit its processing,
- The personal data is no longer needed for the original purposes of the processing but the User needs the data for legal claims or
- The User objects to the processing of personal data but Robocash is yet to conclude if there is no legal basis to continue processing it.

### **Right to object to the processing**

On grounds relating to the User's particular situation, the User may object to processing that is based on the legitimate interest of Robocash, including to resulting profiling. Also, the User can limit the processing in the following cases:

- if you dispute the accuracy of your personal data, for a period that allows us to verify the accuracy of the personal data;
- if the processing is illegal, but you object to the deletion of your personal data and instead seek to restrict their use;
- if we no longer need personal data for processing purposes, but you request them to set, realize or defend legal claims

Robocash shall stop processing such data unless there are compelling legitimate grounds to continue processing that override the User's objection.

The User may object to processing for direct marketing purposes at any time. In that case, Robocash shall stop all such processing for said purpose.

### **Right to data portability**

The User has the right to receive the personal data that it has provided to Robocash in a structured, commonly used, and machine-readable format and has the right to transmit that data to another data controller without any hindrance from Robocash, where:

- the processing is based on consent or an agreement, and
- the processing is carried out by automated means.

The User has the right to have the personal data transmitted directly from Robocash to another controller, where technically feasible.

This does not apply to such information as, for example, a material developed by Robocash from analyzing the original data.

### **Right around automated decision-making**

The User has the right to request human intervention where an automated decision is normally applied, to express his/her opinion on the automated decision, and to contest the decision made automatically.

### **Withdrawal of consent**

The User has the right to withdraw his/her Consent at any time by contacting Robocash.

The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. Concerning the processing of personal data via cookies and similar technologies, please see the Robocash [Cookie Policy](#).

### **Right to submit a complaint to the Data Protection Authority**

If the User (except Users in the United Kingdom) and Robocash cannot resolve a complaint or any other related issue on data protection issues, the User may lodge a complaint with the data protection supervisory authority in the Republic of Croatia:

Personal Data Protection Agency  
Address: Selska cesta 136, Zagreb, 10 000, Croatia.

**In respect of Users who are in the United Kingdom** - Robocash values your privacy and your rights as a data subject and has therefore appointed UK registered company named [Prighter](#) as our data protection and privacy representative and your point of contact in respect of any complaint or any other related issue on data protection issues, considering that Prighter gives you an easy way to exercise your privacy-related rights (e.g. requests to access or erase personal data). If you want to contact us via our representative Prighter or make use of your data subject rights, please visit this [site](#).

## **9. Communication**

Where allowed by law, Robocash is entitled to call and send text messages (SMS) to the telephone number indicated by the User, to send letters via e-mail to the e-mail address indicated by the User, as well as dispatch mail to the User's postal address indicated by the User.

Robocash will communicate a personal data breach that is likely to result in a high risk to the rights and freedoms of the User, in case such occurs, to the User without undue delay.

## **10. Changes to the Privacy Policy**

Robocash reserves the right to amend this Policy and keeps it under regular review. Robocash places any updates of this Policy on the website and notifies the Users about the changes via email.

The Privacy Policy that is published on the website takes effect from the effective date as indicated.

This Privacy was last updated on 25 January 2023.