

NOTA DE INFORMARE CU PRIVIRE LA PRELUCRAREA DATELOR CU CARACTER PERSONAL **INFORMATION NOTE ON THE PROCESSING OF PERSONAL DATA**

1. PROCESATOR DE DATE / OPERATOR DE DATE

1.1. Prin prezenta va aducem la cunostinta ca **VFS INT. ROMANIA IFN S.A.** cu sediul in Bucuresti, B-dul Aviatorilor, nr. 33, etaj 2, ap. 5, biroul 1, Sector 1, inmatriculata la Registrul Comertului sub nr. J40/17697/2005, Cod Unic de Inregistrare Fiscala (CIF) RO18061965, reprezentata legal de Dna. Catalina Alexandru, in calitate de Director General (in continuare „VFS”) este atat procesator de date, cat si operator de date.

1.2. Scopul prezentei Notificari este de a va informa cu privire la datele cu caracter personal colectate de la dumneavoastra, motivele pentru care utilizam si transferam aceste date, categoriile de destinatari catre care transmitem aceste date, perioada de timp pentru care le pastram si cum va puteti exercita drepturile conferite de lege in legatura cu prelucrarea datelor.

2. PRELUCRAREA SI TRANSFERUL DATELOR

2.1. Prin semnarea unui consimtamant, a unei cereri de finantare sau a unui contract cu VFS pentru furnizarea de servicii financiare sau alte servicii conexe („Contractul VFS”), luati la cunostinta si sunteti de acord cu urmatoarele actiuni derulate de VFS:

- a) Prelucrarea datelor cu caracter personal referitoare la dumneavoastra (sau la persoane ale caror date le-ati colectat si partajat in mod legal cu noi) si pe care ni le-ati furnizat (direct sau indirect) sau pe care le-am obtinut in mod legal de la o terta parte in scopurile descrise mai jos;
- b) Prelucrarea datelor despre vehicule sau telematice obtinute de la vehiculele pe care le detineti sau operati si care sunt finantate de VFS (sau pentru care doriti sa obtineti finantare de la VFS), chiar daca aceste date constituie date cu caracter personal si indiferent daca sunt sau nu obtinute direct de la VFS sau de la o terta parte (din interiorul sau din afara Grupului Volvo) in scopurile descrise mai jos; si
- c) Transferul sau partajarea in alt mod a oricaror astfel de date, asa cum este descris mai sus, catre (i) afiliatii nostri si/sau (ii) unei terte parti care furnizeaza servicii catre VFS, cum ar fi servicii de tehnologie a informatiei, servicii de livrare a corespondentei, contabilitate, asigurari, consiliere juridica si alte servicii similare (denumite in continuare „Importatorul de date”). Astfel de transferuri pot fi catre o tara terta (in interiorul sau in afara UE, in interiorul sau in afara SUA etc.). In ceea ce priveste transferurile de date cu caracter personal in afara UE, VFS depune toate eforturile rezonabile pentru a se asigura ca importatorul de date relevant dispune de protectii adecvate, in masura ceruta de legislatia aplicabila, inclusiv, dar fara a se limita la, implementarea acordurilor adecvate de transfer de date bazate pe clauzele model ale UE, dupa caz.

2.2. Furnizarea unor astfel de date personale reprezinta o cerinta pentru executarea contractului incheiat intre dumneavoastra si VFS, intrucat este imperativ pentru noi sa realizam astfel de actiuni. In acest sens, nefurnizarea acestor date cu caracter personal poate duce la imposibilitatea executarii contractului cu VFS sau, in anumite cazuri, la rezilierea contractului cu VFS.

3. SCOPURI SI TEMEI JURIDIC

3.1. Putem folosi, procesa, partaja sau transfera toate sau o parte din datele dumneavoastra catre Importatorul de

1. DATA PROCESSOR / DATA CONTROLLER

1.1. You are hereby given notice that **VFS INT. ROMANIA IFN S.A.** with registered office in Bucharest, 33 Aviatorilor Blvd., 2nd floor, ap.5, office no.1, 1st district, registered at Trade Register under no. J40/17697/2005, fiscal code (CIF) RO18061965, legally represented by Ms. Catalina Alexandru, as General Manager (hereinafter “VFS”) is both a data processor and a data controller.

1.2. The purpose of this Notice is to inform you about the personal data collected from you, the reasons for which we use and transfer this data, the categories of recipients to whom we transmit this data, the period for which we keep it and how you can exercise the rights conferred by law in relation to data processing.

2. PROCESSING AND TRANSFER OF DATA

2.1. By signing a consent, application for financing or a contract with VFS for the provision of financial or other related services (the “VFS Contract”), you acknowledge and consent the following actions carried out by VFS:

- a) Process personal data related to you (or individuals whose data you have lawfully collected and shared with us) and which you have provided to us (directly or indirectly) or which we have lawfully obtained from a third party for the purposes described below;
- b) Process vehicle or telematics data obtained from the vehicle(s) which you own, possess, or operate and which are financed by VFS (or in respect of which you wish to obtain financing from VFS), even if such data constitutes personal data, and whether or not obtained directly by VFS or from a third party (inside or outside the Volvo Group) for the purposes described below; and
- c) Transferring or otherwise sharing any such data as described above to (i) our affiliates, and/or (ii) a third party who provides services to VFS, such as information technology services, mail delivery services, accountancy, insurance, legal advisory and other similar services (hereafter the “Data Importer”). Such transfers may be to a third country (inside or outside the EU, inside or outside the US, etc.). With regard to transfers of personal data outside the EU, VFS uses all reasonable endeavors to ensure that the relevant Data Importer has adequate protections in place, to the extent required by applicable law, including but not limited to putting in place appropriate data transfer agreements based on the EU Model Clauses, where appropriate.

2.2. The provision of such personal data represents a requirement for executing the contract concluded between you and VFS, as it is imperative for us to perform such actions. In this respect, failure to provide such personal data may lead to the impossibility of executing the agreement with VFS or, in certain cases, to the termination of the agreement with VFS.

3. THE PURPOSES AND LEGAL GROUNDS

3.1. We may use, process, share or transfer all or part of your data to the Data Importer, based on your prior given

date, pe baza consimtamantului dumneavoastra prealabil acordat si/sau a intereselor noastre legitime, asa cum consideram ca este necesar pentru scopurile noastre de afaceri legitime, respectiv:

consent and/or our legitimate interest(s) as we deem necessary for our legitimate business purposes, respectively:

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| <p>3.1.1. Evaluarea de catre VFS cu privire la oferirea, extinderea sau modificarea oricarei finantari solicitate de dumneavoastra conform directivelor noastre interne de credit („Decizia de creditare”), indiferent daca astfel de decizii de creditare sunt luate manual sau automat, inclusiv, dar fara a se limita la procesarea in legatura cu orice instrument sau metoda de analiza a riscurilor pe care alegem sa o folosim in scopul emiterii deciziilor de creditare. Astfel de decizii de credit pot implica, de asemenea, utilizarea, prelucrarea sau transferul datelor dumneavoastra in scopul dezvoltarii (si, daca este cazul, oferirii, extinderii sau modificarii) produselor sau serviciilor de finantare specifice sau personalizate care se potrivesc nevoilor dumneavoastra (inclusiv contracte de service si intretinere, solutii de plata si furnizarea de servicii legate de asigurari etc.);</p> <p>3.1.2. Prelucrarea totala sau partiala a datelor vehiculului sau a datelor telematic generate de vehiculul (vehiculele) care face obiectul contractului dumneavoastra cu VFS in scopurile noastre comerciale legitime, indiferent daca ne-au fost trimise direct sau primite de la o alta companie din Grupul Volvo, respectiv:</p> <p>a) Date de localizare GPS pentru utilizarea vehiculelor in scopul urmatoarelor:</p> <ul style="list-style-type: none"> - Audituri de rutina; - Reposedare si recuperare implicita; - Respectarea restrictiilor contractuale privind utilizarea geografica permisa (de exemplu, pentru a asigura conformitatea cu sanctiunile comerciale, alte cerinte de reglementare sau restrictii de utilizare permise convenite). Acestea includ contracte care reglementeaza unde poate se poate deplasa vehicul din punct de vedere geografic. - Am putea folosi informatiile colectate pentru a decide cu privire la valoarea de piata curenta a vehiculului; <p>b) Contracte bazate pe utilizare:</p> <ul style="list-style-type: none"> - Utilizarea timpului, kilometrajului sau a altor citiri ale contorului de parcurs in scopul contractelor „putere pe kilometru” sau „putere pe ora” sau anumite conditii de returnare in cadrul unui contract de leasing operational; - Utilizarea telematicii pentru a ajuta la serviciile de gestionare a flotei; <p>c) Utilizarea telematicii pentru a ne ajuta sa confirmam ca intretinerea se efectueaza pe toata durata de viata a unui contract de leasing conform conditiilor contractuale convenite sau, de exemplu, urmarirea kilometrajului sau a orelor utilizate pentru a ne ajuta sa determinam valorile actuale de piata la returnarea sau repunerea in posesie a unui bun;</p> <p>d) Utilizarea telematicii in scopul dezvoltarii si furnizarii de produse si servicii de asigurare conectate;</p> <p>e) Utilizarea datelor GPS pentru a ne ajuta sa intelegem utilizarea operationala a unui client in scopuri de solicitare de finantare;</p> <p>f) Analiza datelor pentru a ne ajuta sa anticipam nevoile de schimb sau inlocuire in viitor si sa va sustinem in mod proactiv nevoile de afaceri;</p> <p>g) Utilizarea informatiilor ca parte a furnizarii de servicii de asigurare.</p> <p>3.1.3. In plus, odata ce finantarea a fost acordata sau in legatura cu orice finantare solicitata, ne rezervam dreptul de a vinde si/sau cesiona orice interes de proprietate cu privire la contractul de finantare si creante viitoare sau curente aferente unei terte parti („Partenerul Pietelor de Capital”). La evaluarea unei</p> | <p>3.1.1. The evaluation of VFS regarding the offering, extending, or modifying any requested financing to you as mandated by our internal credit directives (“Credit Decision”) whether such credit decisions are made on a manual or automated basis, including but not limited to processing in connection with any risk analysis tool or method we choose to use to issue the Credit Decisions. Such Credit Decisions may also involve the use, processing, or transfer of your data for the purposes of developing (and, where applicable, offering, extending or modifying) specific or bespoke financing products or services that suit your needs (including service and maintenance agreement, payment solutions, and the provision of insurance related services, etc.);</p> <p>3.1.2. Processing all or part of the vehicle data or telematics data generated by the vehicle(s) which are the subject of your VFS agreement for our legitimate business purposes, whether sent directly to us or received from another Volvo Group company, respectively:</p> <p>a) GPS location data for use in tracking vehicles for the purpose of the following:</p> <ul style="list-style-type: none"> - Routine audits; - Repossession and recovery on default; - Compliance with contractual restrictions on permitted geographical use (e.g. to ensure compliance with trade sanctions, other regulatory requirements or agreed permitted use restrictions). These include contracts that regulate where where the vehicle can be moved geographically. - We might use information gathered to decide on the vehicle’s current market value; <p>b) Usage-based contracts:</p> <ul style="list-style-type: none"> - Use of time, mileage or other odometer readings for the purpose of “power by kilometer” or “power by the hour” contracts or certain return conditions under an operating lease; - Use of telematics to assist with fleet management services; <p>c) Use of telematics to assist us in confirming that required maintenance is being done throughout the lifetime of a lease as per agreed contract terms or, for example, tracking mileage or hours used to help us determine current market values on return or repossession of a property;</p> <p>d) Use of telematics for the purposes of developing and providing connected insurance products and services;</p> <p>e) Use of GPS data to help us understand a customer’s operational use for financing purposes;</p> <p>f) Data analytics to help us anticipate trade-in or replacement needs going forwards and proactively support your business needs;</p> <p>g) Use of information as part of the provision of insurance services.</p> <p>3.1.3. Further once financing has been provided or in connection with any requested financing, we reserve the right to sell and/or assign any ownership interest in such financing agreement and related future or current receivables to a third party (the “Capital Markets Partner”). In evaluating such</p> |
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astfel de decizii, toate sau o parte din datele dumneavoastra pot fi dezvaluite Partenerilor Pietei de Capital in calitate de Importatori de Date si altor terte parti cu care Partenerul Pietei de Capital este in dialog cu privire la vanzarea si/sau cesiunea acestor interese de proprietate;

decision, all or part of your data may be disclosed to the Capital Markets Partners as the Data Importers and to such other third parties with whom the Capital Markets Partner is in dialogue regarding the sale and/or assignment of such ownership interests;

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| <p>3.1.4. In scopul imbunatatirii domeniului de aplicare a produselor si serviciilor pe care vi le putem oferi sau a metodei de livrare a acestora, este posibil sa transferam toate sau o parte din datele dumneavoastra (asa cum este descris mai sus) unei terte parti care este un potential partener de afaceri sau prestatorul/furnizorul real de servicii externalizate catre VFS;</p> | <p>3.1.4. For the purposes of enhancing the scope of products and services we can offer to you or the method of delivery of same, we may transfer all or any part of your data (as described above) to a third party who is a potential business partner or actual provider/supplier of outsourced services to VFS;</p> |
| <p>3.1.5. In cazul in care finantarea nu a fost oferita din orice motiv, noi sau partenerul nostru de afaceri va putem contacta direct pentru a efectua analiza „Ofertei pierdute” si pentru a primi opinia si feedback-ul dumneavoastra despre oferta noastra competitiva; si</p> | <p>3.1.5. If the financing has not been provided due to any reason, we or our business partner may contact you directly to conduct the “Lost Deal” analysis and receive your opinion and feedback about our competitive offer; and</p> |
| <p>3.1.6. Cu exceptia cazului in care nu sunteti de acord, este posibil sa va procesam datele conform definitiei de mai sus in scopuri de marketing si publicitate pentru produsele si serviciile furnizate de Volvo Group pe baza consimtamantului acordat VFS. Cu toate acestea, nu vom vinde, impartasi sau transfera datele dumneavoastra catre o terta parte in niciun scop de marketing sau publicitate.</p> | <p>3.1.6. Unless you do not agree, we may process your data as defined above for the purposes of marketing and advertising to you of products and services provided by Volvo Group based on a consent given to VFS. However, we shall not sell, share, or transfer your data to a third party for any marketing or advertising purposes.</p> |

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| <p>3.2. Aceasta notificare se aplica tuturor datelor personale si ale vehiculelor trecute, prezente sau viitoare transmise de dumneavoastra catre VFS sau pe care le obtinem in alt mod, asa cum s-a mentionat mai sus.</p> | <p>3.2. This notice applies to all personal and vehicle data past, present or future submitted by you to VFS or which we otherwise obtain as noted above.</p> |
| <p>3.3. In ceea ce priveste datele despre vehicul si telematic (asa cum este descris mai sus), atunci cand dumneavoastra nu sunteti conducatorul vehiculului (vehiculelor), va obligati sa informati despre acestea persoanelor care pot fi conducatorii vehiculului (vehiculelor) pe intreaga perioada contractuala cu VFS. Pentru a va ajuta in acest proces, am pregatit pentru dumneavoastra o notificare usor de utilizat pentru soferi, pe care o puteti furniza acestor soferi fie electronic, fie pe hartie. Va vom furniza aceasta notificare la cerere.</p> | <p>3.3. In respect of vehicle and telematics data (as described above), where you yourself are not the driver of the vehicle(s), you undertake to provide notice of same to such persons who may be drivers of the vehicle(s) during the entire contractual period with VFS. To assist you in this process, we have prepared for you a user-friendly notice for drivers for you which you can provide to such drivers either electronically or in hard copy. We will provide you with this notice at your request.</p> |

4. DREPTURILE DUMNEAVOASTRA **4. YOUR RIGHTS**

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| <p>4.1. Dreptul la informare si acces – puteti solicita informatii privind activitatile de prelucrare a datelor dumneavoastra personale.</p> | <p>4.1. The right to information and access - you can request information regarding the processing activities of your personal data.</p> |
| <p>4.2. Dreptul la rectificare – puteti rectifica datele dumneavoastra personale inexacte sau le puteti completa.</p> | <p>4.2. The right to rectification – you can rectify your inaccurate personal data or complete them.</p> |
| <p>4.3. Dreptul la stergerea datelor („dreptul de a fi uitat”) – puteti obtine stergerea datelor, in cazul in care prelucrarea acestora nu a fost legala sau in alte cazuri prevazute de lege.</p> | <p>4.3. The right to delete data ("the right to be forgotten") - you can obtain the deletion of data if their processing was not legal or in other cases provided by law.</p> |
| <p>4.4. Dreptul la restrictionarea prelucrarii – puteti solicita restrictionarea prelucrarii in cazul in care contestati exactitatea datelor, precum si in alte cazuri prevazute de lege.</p> | <p>4.4. The right to restriction of processing - you can request the restriction of processing if you dispute the accuracy of the data, as well as in other cases provided by law.</p> |
| <p>4.5. Dreptul de opozitie – puteti sa va opuneti, in special, prelucrarilor de date care se intemeiaza pe interesul nostru legitim.</p> | <p>4.5. The right to object - you can object to data processing based on our legitimate interest.</p> |
| <p>4.6. Dreptul de a nu fi supus unei decizii automate cu efect semnificativ – puteti cere si obtine interventia umana cu privire la respectiva prelucrare a datelor, va puteti exprima propriul punct de vedere cu privire la aceasta si puteti contesta decizia.
Va aducem la cunostinta ca nu luam decizii automate in procesul de incheiere a contractului dintre societatea pe</p> | <p>4.6. The right not to be subject to an automated decision with a significant effect - you can request and obtain human intervention regarding the respective data processing; you can express your own point of view regarding this and you can contest the decision.
We would like to inform you that we do not make automatic decisions in the process of concluding the</p> |

care o reprezentati si VFS, datele dumneavoastra nefiind astfel supuse profilarii.

contract between the company you represent and VFS, thus your data is not subject to profiling.

- 4.7. Dreptul la portabilitatea datelor – puteti primi datele personale pe care ni le-ati furnizat, intr-un format care poate fi citit automat sau puteti solicita ca respectivele date sa fie transmise altui operator.
- 4.7. The right to data portability – you can receive the personal data you have provided to us, in a format that can be read automatically, or you can request that said data be transmitted to another operator.
- 4.8. Dreptul de retragere a consimtamantului – in cazurile in care prelucrarea se intemeiaza pe consimtamantul dumneavoastra, il puteti retrage oricand. Retragerea consimtamantului va avea efecte doar pentru viitor, prelucrarea efectuata anterior retragerii ramanand in continuare valabila.
- 4.8. The right to withdraw consent - in cases where the processing is based on your consent, you can withdraw it at any time. Withdrawal of consent will have effects only for the future, the processing carried out prior to the withdrawal remaining valid.
- 4.9. Dreptul de a depune plangere – puteti depune plangere fata de modalitatea de prelucrare a datelor dumneavoastra cu caracter personal la Autoritatea Nationala de Supraveghere a Prelucrarii Datelor cu Caracter Personal, folosind datele de contact urmatoare: Autoritatea Nationala pentru Supravegherea Prelucrarii Datelor cu Caracter Personal, B-dul G-ral. Gheorghe Magheru 28-30, Sector 1, cod postal 010336 Bucuresti, Romania – anspdcp@dataprotection.ro.
- 4.9. The right to file a complaint - you can file a complaint against the processing of your personal data to the National Authority for the Supervision of the Processing of Personal Data, using the following contact details: National Authority for the Supervision of the Processing of Personal Data, G-ral. Gheorghe Magheru Boulevard 28-30, District 1, postal code 010336 Bucharest, Romania - anspdcp@dataprotection.ro.
- 4.10. In situatia in care sunt necesare informatii suplimentare sau aveti intrebari cu privire la protectia datelor dumneavoastra cu caracter personal si a drepturilor dumneavoastra, vi le puteti exercita prin transmiterea unei solicitari la sediul nostru din Bucuresti, Sector 1, Bulevardul Aviatorilor nr.33, etaj 2, ap.5, biroul nr.1 sau prin email la vfs.privacy@volvo.com.
- 4.10. If additional information is required or you have questions regarding the protection of your personal data and your rights, you can exercise them by sending a request to our headquarters in Bucharest, Sector 1, Boulevard Aviatorilor no. 33, floor 2, apartment 5, office no. 1 or by email at vfs.privacy@volvo.com.

5. DISPOZITII GENERALE

5. GENERAL PROVISIONS

- 5.1. Aceste date cu caracter personal vor fi stocate doar atat timp cat este necesar pentru scopurile mentionate mai sus, conform procedurilor noastre interne. Daca se initiaza o actiune judiciara, datele cu caracter personal pot fi stocate pana la sfarsitul unei astfel de actiuni, inclusiv eventualele perioade de apel, si apoi vor fi sterse. In cazul in care actele juridice impun stocarea obligatorie a datelor cu caracter personal, VFS va respecta regulile respective.
- 5.1. These personal data will be stored only if it is necessary for the purposes mentioned above, according to our internal procedures. If a judicial action is initiated, the personal data may be stored until the end of such action, including any potential periods for appeal, and will then be deleted. If the legal acts require mandatory storage of personal data, VFS will follow the respective rules.
- 5.2. In situatia in care, ca parte a cererii dumneavoastra de finantare, ne furnizati date personale referitoare la o alta persoana, garantati prin prezenta ca aveti autoritatea acestora de a ne impartasi datele acesteia si de a ne oferi consimtamantul in numele acesteia pentru utilizarea datelor in conformitate cu acest document.
- 5.2. If as part of your application for financing, you provide us with personal data relating to another individual, you hereby warrant that you have their authority to share his data with us and to provide us with consent on his behalf to the use of his data in line with this document.
- 5.3. In cazul unor discrepante intre limbile utilizate in prezentul document, versiunea in limba romana va prevala.
- 5.3. In case of discrepancies between the languages used in this document, the Romanian version prevails.

Date/Data: #DocumentDate#

[Client representative]

[Client name]