

PERSONAL  
MOBILITY VEHICLES  
PRIVACY POLICY

moxsi

SITYCLETA  
LAS PALMAS DE GRAN CANARIA

LAS PALMAS DE GRAN CANARIA  
SITYNETA

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## **GENERAL TERMS AND CONDITIONS APP MOXSI**

*MUNICIPAL PARKING COMPANY OF LAS PALMAS DE GRAN CANARIA, S.A. (hereinafter, "SAGULPA")*

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### **PRIVACY POLICY**

#### **1. GENERALITIES AND IMPORTANT INFORMATION.**

This document establishes the General Terms and Conditions (hereinafter the "Terms and Conditions") that regulate access to and use of the application or App called **LPA MOXSI**, whose ownership and management correspond to:

**The data controller is the CITY COUNCIL OF LAS PALMAS DE GRAN CANARIA**

Tax ID P3501700C

León y Castillo, nº 270,

35005, Las Palmas de Gran Canaria, Las Palmas

Contact of the Data Protection Officer: [dpd@ayto.laspalmasgc.es](mailto:dpd@ayto.laspalmasgc.es)

The management of this service is carried out through the following municipal company, considered an in-house entity and technical service of the City Council of Las Palmas de Gran Canaria. This entity, acting as data processor, will be responsible for managing your personal data as well as handling your requests for the exercise of rights in matters of Data Protection:

**The MUNICIPAL PARKING COMPANY OF LAS PALMAS DE GRAN CANARIA, S.A. (hereinafter, "SAGULPA")**

Tax ID A35345024

Address: Avda. José Ramírez Bethencourt, 33 Bajo, 35004, Las Palmas de Gran Canaria.

Phone: 928 244 138

Contact Data Protection Officer: [dpd@sagulpa.com](mailto:dpd@sagulpa.com)

#### **Description of the MOXSI application**

The MOXSI APP allows the user to access the VMP rental system and other functionalities. Likewise, on behalf of the City Council, anonymized processing of GPS positioning data is carried out for purposes related to sustainable urban mobility defined by the City Council itself (Sustainable Urban Mobility Plan and Agenda 2030).

## **Acceptance and compliance with these Terms and Conditions**

Access to the application and its use are subject to acceptance and compliance with these Terms and Conditions, so the user must refrain from accessing and using the services offered by the MOXSI application in case of disagreement with them. The Terms and Conditions available at any given time in the MOXSI application shall be considered valid and therefore applicable. We recommend users print or save a copy of these Terms and Conditions for future reference, although they will be available at all times in the application.

### **Important information**

The description of the services provided herein is for informational purposes and has no contractual nature.

## **2. DESCRIPTION OF THE SERVICE**

You can download the MOXSI application through the Android (Google Play) and iOS (App Store) platforms. The application is completely free and its management corresponds to SAGULPA, where you will find information about the App and the Service, including a description of the main functionalities and the required technical requirements.

SAGULPA carries out these processing activities only following the instructions of the City Council, in its capacity as data processor.

Once the MOXSI application is downloaded, it is installed on the device. In order to use the Services, the User guarantees that they meet the following requirements:

- You must expressly accept these Terms and Conditions of Use.
- Through the APP the User may:
  - Expressly accept these Terms and Conditions.
  - Create a user registration to access the functionalities.

From the APP you can manage the services of:

- Manage registration and access to the application.
- Rent Sítycleta / Sítyneta
- Manage the contracted rate and payment methods.
- Subscription
- Subscribe to news (if you give your consent).
- Redeem coupon
- Consult rental history

- o Report a problem (Inform you about service incidents).
- o Send comments
- o Receive notifications
- o Participate in the Sítyclético challenge
- o Rewards
- o GuiriGames Canarias
- o Customize and improve your user experience.
- o Receive and manage your comments and incidents.
- o Guarantee the technical functioning of the app and develop new services.
- o Analyze the use of the app through statistics (anonymized data).

### **GPS and sustainable mobility**

GPS positioning is used to:

- o Show nearby stations and VMP.
- o Analyze movements in an anonymized way.
- o Improve the bike lane network and urban planning (Sustainable Urban Mobility Plan and Agenda 2030).
- o Guarantee safety and quality of the service.

### **3. PROHIBITED USES.**

The User may only use the App and/or the Service for exclusively personal purposes, within the scope established in these Terms of Use.

The User shall refrain from using the App and/or the Service to carry out any unlawful activity. In particular, but without limitation, the User shall refrain from using the App and/or the Service to:

- (A) Impersonate other Users or third parties;
- (B) For advertising purposes, in order to promote their own or third-party products, services or activities.

### **4. PRIVACY POLICY**

In this Privacy Policy we inform you about:

- Who is responsible for processing your data?
- Who can provide us with data?
- What data do we collect?
- How is the information used?
- How and where is the information shared?
- Your Rights and access to information
- Privacy Officer

### Who is responsible for data processing?

All data provided by Users through the APP will be incorporated and processed by:

- **The data controller is the CITY COUNCIL OF LAS PALMAS DE GRAN CANARIA**
  - Tax ID P3501700C
  - León y Castillo, nº 270,
  - 35005, Las Palmas de Gran Canaria, Las Palmas
  - Contact of the Data Protection Officer: [dpd@ayto.laspalmasgc.es](mailto:dpd@ayto.laspalmasgc.es)

The management of this service is carried out through the following municipal company considered an in-house entity and technical service of the City Council of Las Palmas de Gran Canaria. This entity, acting as data processor, will be responsible for managing your personal data as well as handling your requests for the exercise of rights in Data Protection matters:

- **The MUNICIPAL PARKING COMPANY OF LAS PALMAS DE GRAN CANARIA, S.A. (hereinafter, "SAGULPA")**
  - Tax ID A35345024
  - Address: Avda. José Ramírez Bethencourt, 33 Bajo, 35004, Las Palmas de Gran Canaria.
  - Phone: 928 244 138
  - Contact Data Protection Officer: [dpd@sagulpa.com](mailto:dpd@sagulpa.com)

### Who can provide us with data?

The MOXSI application **has a series of functionalities that allow us to obtain information about the use of the application** in order to improve its operation, implement new tools and functionalities and correct operating errors, and in accordance with the Sustainable Urban Mobility Plan and Agenda 2030, movements may be analyzed in an anonymized way for mobility studies.

### What data do we collect?

As a result of installing and using the MOXSI application, certain personal data belonging to you will be processed such as:

- IMEI
- IP address
- Name
- Username
- Email
- Date of Birth

Optional Data:

- Address
- Gender

In addition, for the provision of certain APP services, we will use and collect the following information:

- Geolocation (if the user activates GPS).
- Services used within the application.
- Background GPS positioning for analysis and sustainable mobility (anonymized).
- Technical data, which may include your IP address, the unique identification of your device, operational information that enables interaction with the application services, your operating system and the version of our application you use.

How is the information and data you provide used?

This information and data, including your personal information, are used to:

**Manage the App Services.**

We will process your data for access to the App Services and use of the Services, notifications and alerts, notices, information derived from the Services, and to manage service requests, ensure technical functioning, carry out anonymized statistical analysis, improve the service and the user experience. The legal basis for this processing is your consent when registering in our App, and the contractual relationship when placing orders/services. Your data will be retained, once you voluntarily unsubscribe, duly blocked in accordance with legal retention periods, and subsequently deleted.

**Data of third parties provided by the User**

If the user of the app provides data of third parties, the User expressly guarantees to SAGULPA that they have informed such person of the use of their data and have obtained their express consent in accordance with current legal regulations.

How and where is the information shared?

The data are processed by SAGULPA exclusively on behalf of the City Council.

They are not communicated to third parties except to data processors necessary for the technical provision of the service, always following the instructions of the City Council.

### Your Rights and access to information

In accordance with current European (EU Regulation 679/2016, of April 27) and Spanish (Organic Law 3/2018, of December 5) regulations, you have the possibility to exercise the following personal rights, duly proving your identity.

Your rights are as follows:

- Right to revoke your consent and request that we do not process your personal data for the purpose of sending you communications via email, and alerts/notices.
- Right of access to the information we hold about you, specifying the purposes of the processing carried out and the communications made to third-party administrations and companies.
- Right to rectification of your data, by which we will update and keep up to date the information and data we hold according to the information you provide us.
- Right to erasure of your data, once the legal retention periods established by applicable regulations have been fulfilled.
- Right to object to any processing activity of your data, through the revocation of your authorization/consent.
- Right to restriction of processing of your data, as in the case you file a complaint or want us to retain your data for a longer period, preventing its deletion.
- Right to data portability, by which we will provide you in a commonly readable file format with the data you provided at the time of your registration as a user.

In addition, we inform you that you may always contact the Spanish Data Protection Authority (Agencia Española de Protección de Datos, [www.aepd.es](http://www.aepd.es)) to request protection or file a complaint regarding the processing of personal data.

### Privacy Officer

- At any time you may request, free of charge via email, the exercise of your rights.
- Your requests must be sent to our Data Protection Officer at the following email address: Contact Data Protection Officer: [dpd@sagulpa.com](mailto:dpd@sagulpa.com)

## 5. LICENSE AND PROPERTY RIGHTS

By accepting these Conditions, SAGULPA grants the user a license of use in order to install the MOXSI application on their mobile device (mobile phone, tablet, etc.) and use the Application solely for the purpose of accessing the following services:

- Manage registration and access to the application.
- Rent Sítycleta / Sítyneta
- Manage the contracted rate and payment methods.
- Subscription
- Subscribe to news (if you give your consent).
- Redeem coupon
- Consult rental history
- Report a problem (Inform you about service incidents).
- Send comments
- Receive notifications
- Participate in the Sítyclético challenge
- Rewards
- GuiriGames Canarias
- Customize and improve your user experience.
- Receive and manage your comments and incidents.
- Guarantee the technical functioning of the app and develop new services.
- Analyze the use of the app through statistics (anonymized data).

Therefore, you expressly agree to be bound by these Terms and Conditions and not to use the services of the MOXSI application in any way not expressly permitted by these conditions.

SAGULPA holds the intellectual and industrial property rights over the MOXSI application, including the graphic design, content and databases that it may include, as they are its property or it holds the necessary licenses.

The license is limited and non-exclusive, and the User may in no case:

- Transfer rights, sublicense, lease, distribute or grant rights to third parties over the granted license.
- Carry out or allow any modification, translate, decompile or perform any type of reverse engineering.
- Remove or hide any notice related to copyright or intellectual property of the Application.
- Use the application for commercial purposes other than the services offered by the MOXSI application.

SAGULPA reserves the right to make any modifications and improvements necessary to the application, in which case updates considered appropriate for its proper functioning will be made available to Users at any time. Users are advised to keep the application properly updated.

## **6.- LIABILITY.**

The application is provided in its current state of development and with the functionalities available at any given time, always appropriate to the services offered through it; therefore, SAGULPA guarantees exclusively its suitability for the services offered and for the platform or operating system for which it has been developed.

SAGULPA does not in any case guarantee the availability of the services that may be offered through the Application, since access depends on circumstances beyond its control and that of the Application itself, such as the availability or proper functioning of the device or terminal on which it is installed or telecommunications networks. Therefore, SAGULPA shall in no case be liable for damages of any kind that may be due to such lack of availability, accessibility and functioning of the MOXSI application services when this is due to the aforementioned reasons.

SAGULPA assumes no commitment to evolutionary maintenance or continuity of the Application, and may at any time replace it or simply cease to make it available, without any obligation or liability to users.

## **7.- SECURITY.**

Although we adopt reasonable data protection security measures in accordance with current Spanish personal data protection regulations, no security measure is completely secure against malicious attacks by third parties. We have implemented all measures within our reach to prevent data security breaches; in the event that they occur, we will inform you of such breaches if they have affected your personal data.

## **8.- CHANGES IN THE PRIVACY POLICY.**

We may make changes to this Privacy Policy at any time, so we recommend that you access it regularly.

If we make any changes that we consider important, we will inform you through the Service. Your continued use of the service thereafter will constitute express acceptance and consent to the changes in the Privacy Policy.

