

# ONLINE VEHICLE INSPECTION "YouCit" Application TERMS OF USE & PERSONAL DATA

## **GENERAL TERMS OF USE**

These terms and conditions shall govern the operation and use of the "YouCit" software application, licensed to the insurance company under the name 'THE ETHNIKI' HELLENIC GENERAL INSURANCE COMPANY S.A. (hereinafter: THE COMPANY) with its registered seat at 103-105 SYNGROU AVE., 117 45, TIN. 09400349, GENERAL ELECTRONIC COMMERCIAL REGISTRY NO. 000224801000, TEL. +30 210.90.99.000, under a partnership agreement with the company DAT Hellas which is legally authorized to license the aforementioned software in Greece (hereinafter: DAT).

The "YouCit" application shall enable the Company, following receipt of the interested party's insurance application and consent form, to establish secure internet communication between the responsible Company Employee and the interested party in order to conduct a remote inspection of the vehicle, and in particular, to check its condition for pre-existing damage and take photographs, so that the insurance agent can make an appropriate assessment of the risk to be insured. The Internet connection shall be established by video call through a server that supports audio and video transmission functions, using an encrypted communication channel. During the video call, the Company Employee shall communicate with the interested party and collect the necessary photos of the vehicle and the documents accompanying it, such as registration certificate, purchase invoice, technical inspection report (KTEO), etc. For the online inspection to be conducted, the interested party must possess a mobile device with appropriate technical specifications (Smartphone or Tablet) and Internet access.

For the smooth operation of the application on smartphones and tablets, at least the following shall be required:

- IOS operating system: browser Safari 11 or higher, or Chrome 11 or higher, with minimum connection speed 150 kb/s.
- Android operating system: browser Chrome 62 or higher, Firefox 57 or higher, Opera 30 or higher, with a minimum connection speed of 150 kb/s.

## Access to "YouCit"

A prerequisite for conducting an online pre-insurance inspection is the submission of an insurance application to the Company and the applicant's wish to have the pre-insurance inspection conducted online.

The connection between the Company Employee and the applicant (User) shall be established online, without requiring that the application be installed on the applicant's device, in one of the following ways:

- By sending a communication link (URL) by sms to the applicant's mobile device;
- By sending a communication link (URL) by e-mail to an e-mail address indicated by the applicant;
- By having the applicant log in directly on the website https://datcar.online and insert a
  unique identification code (Ticket ID) that will be communicated to him or her by the
  Company Employee.



In order to have the pre-insurance inspection conducted, the user must activate the camera and microphone on his or her mobile device. "YouCit"'s access to the applicant's device shall be terminated when the call ends.

From time to time, new versions of "YouCit" may be launched in order to upgrade, extend and improve the software. The Company shall have the right to terminate the operation of "YouCit" at any time and without notice, at its discretion.

# **Company liability**

The Company shall take all appropriate measures within its authority to ensure the smooth operation of the application. Therefore, it shall not be held liable for any events outside its authority, regardless of whether they have occurred during the pre-insurance inspection or not, including but not limited to interruption of communication by the Internet service provider, insufficient or no data available to the User, application failure, malfunction, failure or other damage to the User's device, loss of data regardless of the cause, etc.

## **User liability**

By logging in to and using the "YouCit" application the User shall accept unconditionally this license agreement and the terms of the Company's privacy policy, which are available at dpo@ethnikiasfalistiki.gr. The Company shall reserve the right to amend these terms of use at its discretion, without prior notice to the User, as long as such amendment does not affect the User's fundamental consumer rights and does not bring about substantial changes in the pre-insurance inspection procedure. In any case, the User may contact the Company for any issues or queries that may arise regarding the use of the "YouCit" application and the performance of the pre-insurance inspection, reserving all their consumer rights, as provided for in Law 2251/1994 and in the General Data Protection Regulation (EU) 2016/679. The User's continued use of the application after the amendment of these terms shall constitute a tacit acceptance of the new terms in their entirety, until the User expressly revokes his or her consent in writing.

#### Access to the Internet

The operation of the "YouCit" application shall require that the applicant's mobile device has access to the Internet. Such access can be secured via mobile data or via a stable wireless connection (Wi-Fi). Any costs related to such Internet access shall be borne exclusively by the owner of the mobile device. For this reason, if the applicant is using a third-party mobile device, he or she must obtain the owner's prior consent to the costs that may be incurred. The Company shall in no way be held liable for any expenses related to carrying out the inspection, such as the purchase of the necessary equipment, the cost of Internet access, etc.

## **Intellectual Property Rights / Licenses**

The Company has a license to use the "YouCit" software under an agreement with DAT. The logos and trademarks that shall appear during the call with the applicant belong to their legal owners. The User shall not be permitted to access the source code of "YouCit" and of any other Company applications, or in any way copy, replicate, tamper with, reverse engineer or delete them, in whole or in part. The User shall have non-exclusive right to use the "YouCit" application for the purposes of the remote pre-insurance inspection and for the duration of the call. This agreement shall not constitute an agreement of sale or assignment of any other right to the "YouCit" application. The User shall not have the right to further transfer, distribute and



commercially exploit "YouCit" and shall bear exclusive responsibility for the correct and appropriate use of the application in accordance with the Company Employee's instructions.

## **Period of Validity**

These terms shall apply for as long as "YouCit" is used by the User to conduct the remote preinsurance inspection. The User shall unreservedly accept these terms which shall be presented to him or her before logging in.

# Warranty

The application shall be provided as is and without warranties. The Company shall not be held liable for any damage caused by "YouCit", including actual loss and loss of profit, loss of earnings, non-material damage or reasonable compensation.

## INFORMATION RELATING TO THE PROCESSING OF PERSONAL DATA

[Pursuant to Regulation (EU) 2016/679 and Law 4624/2019]

The purpose of this Personal Data Protection Policy is to inform you about the personal data we collect and process in order to conduct an online pre-insurance inspection using the "YouCit" application, licensed under the law to 'THE ETHNIKI' HELLENIC GENERAL INSURANCE COMPANY S.A. by the company Dat Hellas.

The controller shall be the company under the name 'THE ETHNIKI' HELLENIC GENERAL INSURANCE COMPANY S.A. (hereinafter: THE COMPANY), REGISTERED SEAT: 103-105 SYNGROU AVE., 117 45, TIN 09400349, GENERAL ELECTRONIC COMMERCIAL REGISTRY NO. 000224801000, TEL. +30 210.90.99.000.

In order to ensure compliance with the requirements of the personal data protection system, the Company has appointed a Data Protection Officer who can be contacted at: e-mail: dpo@ethnikiasfalistiki.gr

The Company shall collect and process personal data that are absolutely necessary for establishing the connection and carrying out the online pre-insurance inspection, using "YouCit", such as:

- the user's mobile phone number;
- the user's e-mail;
- the vehicle's details (registration number, chassis number, etc.);
- the applicant's details (full name, address, etc.);
- · video and sound data.

This data shall be processed on behalf of the Company by the provider of remote preinsurance inspection services. Furthermore, the following categories of data shall be collected on the User's web browser via cookies: a) browser type and version, b) operating system, c) referring URL (source link), d) IP address (hostname of the computer used) and e) time of request to the server.

All categories of data shall be subject to both automated and non-automated processing by the Company's information systems to fulfill the purpose of processing. The Company shall implement appropriate technical and organizational measures to ensure a level of security appropriate to all possible risks. For the deployment of applications, the Company shall use processors who provide sufficient assurances that they implement appropriate technical and

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organizational measures in such a manner that processing shall meet the requirements of Regulation (EU) 2016/679 and ensure the protection of the rights of the data subject.

Personal data shall be retained for the duration of the connection and the validity period of the insurance coverage accepted by the Company, unless an additional retention period is imposed by another legislative mandate (e.g. for tax reasons).

The data subject may at any time exercise the rights provided for in the Regulation, namely: a) the right to obtain from the controller confirmation as to whether or not personal data concerning him or her are being processed, and, where that is the case, access to the personal data, b) the right to obtain from the controller without undue delay the rectification of inaccurate personal data concerning him or her, c) the right to obtain from the controller the erasure of personal data concerning him or her, d) the right to request restriction of processing, e) the right to data portability, i.e., the right to receive the personal data concerning him or her, which he or she has provided to a controller, in a structured, commonly used and machine-readable format and the right to transmit those data to another controller.

All rights of the data subject shall be exercised by sending a letter to the following address: 103-105 Syngrou Avenue, 11745, to the attention of the Data Protection Officer or by e-mailing him or her at: dpo@ethnikiasfalistiki.gr. Should any of the above rights be exercised, the data subject shall receive a reply within thirty (30) days from the receipt of his or her letter or e-mail, informing him or her that the request has been honored or stating the reasons for which it cannot be honored. You shall have the right to refer matters relating to the processing of your personal data to the Hellenic Data Protection Authority. For detailed information on the competencies of the Data Protection Authority and on the procedure for lodging a complaint, you can visit the Authority's website (www.dpa.gr > My Rights > Lodging a Complaint).