

## TERMS OF USE (WITH PRIVACY POLICY ATTACHED)

**Last Revised: 17 June 2025**

### 1. Agreement

Tractable Ltd (hereinafter referred to as “us”, “we” and/or “Tractable”) is pleased to offer use of a tool that collects information, including photographs, regarding the body damage to your vehicle (the “Guided Photo Capture App”) and/or a tool that assesses the damage to your vehicle (the “AI Damage Assessment App”) (together, the “Tractable For Repairers Tool” or “Tool”), which you (or your parents or legal guardians on your behalf, if you are under the age of majority in your jurisdiction of residence, as applicable) (“you” “your” and/or “yourself”) gained access to via a link provided to you by a repairer or bodyshop website (the “Repairer”). The Tractable for Repairers Tool is made available to you on behalf of your Repairer, and information collected by the Tractable for Repairers Tool will be provided to the Repairer.

By using the Tractable for Repairers Tool, you signify that you have read, fully understood, and agree to be legally bound by these Terms of Use (the "Terms of Use" or "Agreement") and to comply with all applicable laws and regulations as they may change from time to time including but not limited to the General Data Protection Regulation (GDPR) and the UK General Data Protection Regulation (UK GDPR). IF YOU DO NOT ACCEPT AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS OF USE, YOU ARE NOT PERMITTED TO ACCESS OR USE THE TRACTABLE FOR REPAIRERS TOOL.

Subject to applicable law, we reserve the right, in our sole and absolute discretion, to modify all or any portion of this Agreement at any time without incurring any liability or obligation whatsoever to you or any other person or entity. Any changes will become effective upon posting, along with the date on which it was most recently updated as indicated by the "Last Updated" date. Your access to or use of the Tractable for Repairers Tool after any such changes indicates your acceptance of the Terms of Use as modified. It is your responsibility to review the Terms of Use regularly for updates. You will be reminded to review the Terms of Use each time you use the Tractable for Repairers Tool.

You hereby acknowledge and agree that we reserve the right at any time to modify or discontinue the whole, or any part of, the Tractable for Repairers Tool. without notice, and that we will not be responsible or liable, directly or indirectly, to you or any other person or entity for any loss or damage of any kind incurred as a result of any such modifications or discontinuance.

### 2. Use of the Tractable for Repairers Tool

To use the Tool, please follow the on screen instructions. This may include taking photos and providing information regarding yourself and your vehicle, as directed by the Tool.

**Use of the Tractable for Repairers Tool is not a commitment to purchase services on the part of the user of the Tractable for Repairers Tool.**

As the Tractable for Repairers Tool uses the photos and information you provide to provide the Repairer with information to evaluate the cost of repairs to your vehicle, it is important that you provide clear and accurate photos and information that clearly depicts the damage to your vehicle. Failure to provide photos relevant to the damage to your vehicle will cause the results of the Tractable for Repairers Tool to be erroneous. Additionally, the Tractable for Repairers Tool cannot evaluate certain types of damage, such as structural damage, engine damage, or internal damage.

Depending on which services the Repairer has made available to you, the Tractable for Repairers Tool may provide certain assessments to you regarding the potential repair of your vehicle. This information, including any AI assessment, is not intended to constitute a final decision regarding the management of any insurance claim or other insurance-related, financial, legal or other advice. A physical inspection may be required to verify the full extent of damages. Any assessments or estimated costs provided are not intended to serve or be relied upon as the written estimate required prior to commencement of repair work where required by applicable statutes or regulations.

We process your personal data provided through the Tractable Repairers Tool based on your consent and for the performance of a contract, i.e., allowing the Repairer to provide repair estimate service.

### **Code of Conduct**

You hereby agree that you shall not use the Tractable for Repairers Tool, including any associated website or mobile app to:

- a. disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of the Tractable for Repairers Tool;
- b. use, copy, modify, download or transfer the Tractable for Repairers Tool or any component of the Tractable for Repairers Tool. in whole or in part, except as expressly provided in this Agreement;
- c. (i) reverse engineer, disassemble, decompile, or translate the Tractable for Repairers Tool or any component of the Tractable for Repairers Tool; (ii) attempt to derive the source code of the Tractable for Repairers Tool or any component of the Tractable for Repairers Tool; (iii) create any derivative work from the Tractable for Repairers Tool or any component of the Tractable for Repairers Tool; and/or (iv) authorize or assist any third party to do any of the foregoing;
- d. rent, lease, loan, resell, or otherwise distribute the Tractable for Repairers Tool or any component of the Tractable for Repairers Tool;
- e. remove or alter any proprietary notice or legend regarding Tractable's, the Repairer's, or any third party's, proprietary rights in the Tractable for Repairers Tool or any component of the Tractable for Repairers Tool;
- f. remove, circumvent or disable any rights management or protection tools we use on the Tractable for Repairers Tool;
- g. use the Tractable for Repairers Tool or any component of the Tractable for Repairers Tool except in accordance with the terms of this Agreement and all applicable laws and regulations;
- h. collect information about others without their consent; and/or
- i. upload, post, email, transmit or otherwise make available any content that you do not have the right to disclose or make available.

Further, you hereby agree that you shall not engage in prohibited or unauthorized use of the Tractable for Repairers Tool. or of Tractable's or any third party's systems, including, but not limited to, unauthorized entry into the systems, misuse of passwords, or misuse of any information on the Tractable for Repairers Tool.

### **3. Intellectual Property Rights in the Tractable for Repairers Tool**

The Tractable for Repairers Tool consists of software, and various graphics, texts, icons and buttons that have been provided by us, the Repairer and/or other entities under the direction of Tractable (e.g. site designers). All such content is owned by Tractable, with the exception of the Repairer's logo. For greater certainty, Tractable, the Repairer and applicable third party entities hold all right, title, and interest in and to any and all content provided by such parties for the Tractable for Repairers Tool including, without limitation, all such information in text, graphical, video and audio formats, images, icons, designs, trademarks, brand names and software (collectively, the "**Content**").

You hereby acknowledge that the Content is protected by all copyright, trademark, and other applicable intellectual property laws. Your use of the Tractable for Repairers Tool does not grant or transfer to you any ownership or other

rights in the Content, and except as expressly provided, nothing herein or within the Tractable for Repairers Tool shall be construed as conferring on you or any other person any license under any of Tractable's, the Repairer's or any third party's intellectual property rights, including, without limitation, any right to download, display, reproduce, distribute, modify, edit, alter or enhance any of the Content in any manner whatsoever.

Any rights not expressly granted to you in these Terms of Use are expressly reserved by the Repairer and/or Tractable. For greater certainty, you agree that you will not take any action that is inconsistent with Tractable ownership of the Tractable for Repairers Tool and/or the Repairer ownership of, or any third party's ownership of, any Content. Without limiting the generality of the foregoing, users of this Tractable for Repairers Tool shall be entitled to use Content contained within this Tractable for Repairers Tool only as permitted by the functionality of the Tractable for Repairers Tool as intended by Tractable and the Repairer, and only for their own personal and non-commercial use, but may not republish or reproduce any such Content in any manner without the prior written consent of Tractable.

For clarity, users of the Tractable for Repairers Tool do not have permission to copy, redistribute, reproduce or republish, in any form, any Content contained within the Tractable for Repairers Tool.

Certain names, graphics, logos, icons, designs, words, titles or phrases contained within the Tractable for Repairers Tool may constitute trade names, registered or unregistered trademarks or service marks (collectively, "**Trademarks**") of Tractable, the Repairer or other entities. Trademarks may be registered in Canada, the United States and in other countries as applicable. All Trademarks not owned by Tractable or the Repairer are the property of their respective owners, and, where used by the Tractable or Repairer are used under license or with permission. All Trademarks are and shall remain the sole and exclusive property of their respective owner(s). Any use of such Trademarks, except as expressly provided for herein, without the express written consent of the applicable owner is strictly prohibited. Nothing contained herein or on this Tractable for Repairers Tool may be construed as granting, by implication, estoppel, or otherwise, any license to use any Trademark(s). You agree that you will not take any actions inconsistent with Tractable, or the Repairer ownership of, or any third party's ownership of, the Trademarks.

#### **4. You License your User Content to the Repairer and to Tractable**

To use the Tractable for Repairers Tool you must provide photos of your vehicle in accordance with any instructions in the Tractable for Repairers Tool. By providing photos and/or other content, you are giving Tractable permission to forever use any photos and/or other content you submit on or through the Tractable for Repairers Tool ("**User Content**").

By using the Tractable for Repairers Tool and providing User Content, you: (i) grant the Repairer and Tractable the right to process the User Content for the purpose of providing you with an estimate, and to improve the Tractable for Repairers Tool. or develop new products or services; (ii) grant Tractable and the Repairer a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from, any and all User Content (in any format or media) that you submit to or through, the Tractable for Repairers Tool; and (iii) waive all moral rights in and to all User Content that you submit to or through, the Tractable for Repairers Tool in favour of the Tractable.

For greater certainty, this means that, among other things, Tractable has the right to use any and all ideas you submit (including ideas about our plans, services, publications or campaigns) in any manner that we choose, without any notice or obligation to you whatsoever.

#### **5. User Waivers and Representations**

By using the Tractable for Repairers Tool and providing User Content, you hereby acknowledge, agree, warrant and represent to Tractable that any and all User Content (in any format or media) you submit to or through, the Tractable for Repairers Tool :

- a. is original to you and that you have obtained all necessary rights in and to the User Content and all of its components (if applicable) to post, upload, or otherwise submit it to or through the Tractable for Repairers Tool;
- b. in respect of the Photos, that they clearly, fully, and accurately depicts the areas of your vehicle needing repair;
- c. does not violate any law; and
- d. complies with these Terms of Use.

Without limiting the generality of the foregoing, you also hereby acknowledge, agree, warrant and represent to Tractable that:

- a. you shall be responsible for all acts or transactions that you take on the Tractable for Repairers Tool, including, without limitation, for ensuring the accuracy, reliability or completeness of any and all User Content you submit to or through the Tractable for Repairers Tool; and
- b. we cannot (nor are we required to) guarantee the accuracy, reliability or completeness of any User Content.

## **6. Release and Indemnification by User**

By using the Tractable for Repairers Tool you hereby agree to release, indemnify, defend and hold harmless Tractable, the Repairer and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Releasees**”) from any loss, liability, claim, demand, damage or expense asserted by any entity relating in any way to your use of the Tractable for Repairers Tool the Content, User Content, and/or breach of these Terms of Use, including, without limitation, any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other cause of action.

## **7. Notice of Infringing Content**

We reserve the right, in our sole and absolute discretion, to modify, edit or remove any Content, if a complaint or notice of allegedly infringing materials is received with respect to the Content, or for any other reason.

To complain about Content and/or to provide notice of allegedly infringing materials on the Tractable for Repairers Tool, please contact: [legal@tractable.ai](mailto:legal@tractable.ai)

## **8. Disclaimer and Limitation of Liability**

TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, THE TRACTABLE FOR REPAIRERS TOOL AND ALL INFORMATION CONTAINED ON OR ACCESSED FROM THE TRACTABLE FOR REPAIRERS TOOL IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASEES MAKE NO REPRESENTATION OR WARRANTY THAT: (I) THE TRACTABLE FOR REPAIRERS TOOL WILL BE COMPATIBLE WITH YOUR COMPUTER/MOBILE DEVICE AND/OR SOFTWARE; (II) THE TRACTABLE FOR REPAIRERS TOOL WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE TRACTABLE FOR REPAIRERS TOOL, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY INFORMATION, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE

COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE TRACTABLE FOR REPAIRERS TOOL WILL BE SECURE; (V) THE USE OF THE TRACTABLE FOR REPAIRERS TOOL WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (VI) THE USE OF THE TRACTABLE FOR REPAIRERS TOOL WILL NOT CAUSE ANY DAMAGE TO YOUR COMPUTER SYSTEMS, DEVICES, SOFTWARE OR ELECTRONIC FILES.

ANY PRODUCTS AND/OR SERVICES DESCRIBED ON THE TRACTABLE FOR REPAIRERS TOOL ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED. THE INFORMATION ON THE SERVICES IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

THE RELEASEES WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO THE TRACTABLE FOR REPAIRERS TOOL. YOU EXPRESSLY ACKNOWLEDGE THAT TRACTABLE HAS ENTERED INTO THIS AGREEMENT WITH YOU AND MAKES THE TRACTABLE FOR REPAIRERS TOOL AVAILABLE TO YOU, IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND TRACTABLE. YOU EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE, AND CONTINUE TO APPLY IN THE CASE OF A FUNDAMENTAL BREACH OR BREACHES, THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THIS AGREEMENT.

**Without limiting the foregoing, the Repairer whose website you accessed the Tractable for Repairers Tool through, is responsible for confirming the estimate for the repairs needed for your vehicle, and should you choose to proceed, for performing those repairs, not Tractable. Tractable is not responsible for addressing any claims relating to the repairs to your vehicle, including but not limited to: (i) product liability claims, (ii) any claims that the repairs fail to conform to any legal or regulatory requirements, and/or (iii) claims arising under consumer protection, motor vehicle dealer, and similar legislation.**

## **9. Electronic Transmissions**

The transmission of data or information over the internet or other forms of networks may not be secure, and is subject to possible loss, interception or alteration while in transit. The Releasees do not assume any liability for any damage you may experience or costs you may incur as a result of any electronic transmissions over the internet or otherwise within the Tractable for Repairers Tool such as transmissions involving the exchange of electronic messages of any kind (including those which may contain your personal information). Subject to applicable law, in no event will the information you provide on or through the Tractable for Repairers Tool be deemed to be confidential, create any fiduciary obligations to you on our part, or result in any liability to you on our part in the event that such information is inadvertently released by us or accessed by third parties without your consent. You should take reasonable and appropriate precautions to scan for computer viruses, and ensure compatibility of the software with your specific computer system. You should ensure that you have a complete and current backup of the information contained on your computer system prior to installing any such software.

## **10. Privacy**

Without limiting the generality of these Terms of Use, your use of the Tractable for Repairers Tool is also subject to the terms of the Tractable for Repairers Tool Privacy Policy. Please carefully review the Privacy Policy. By using the Tractable for Repairers Tool, you agree that you have read, fully understand and agree to the Privacy Policy.

## **11. Accuracy and Changes**

Repairer or Tractable may make changes to any information or content on this Tractable for Repairers Tool or remove such information and content, at any time and without prior notice. Please consult the Repairer for complete and up-to-date information on products and services. Unfortunately, there may sometimes be information on the Tractable for Repairers Tool that contains typographical errors, inaccuracies, or omissions, or that is out of date. We reserve the right, in our sole and absolute discretion, to correct any such errors, inaccuracies or omissions and to change or update information at any time.

## **12. Entire Agreement**

These terms constitute the entire agreement between us in relation to your use of the Tractable for Repairers Tool. You acknowledge that you have not received any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms of Use.

## **13. Governing Law and Jurisdiction**

If you are based in Canada these Terms, and all related matters shall be governed solely by the laws of the Province of Ontario, Canada and the applicable federal laws of Canada, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in the City of Toronto in relation to all disputes arising from or related to this Agreement, and any related matters.

If you are based in the United States these Terms, and all related matters shall be governed solely by the laws of the New York and the applicable federal laws of United States, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of State of New York in relation to all disputes arising from or related to this Agreement, and any related matters.

If you are based in the United Kingdom, these Terms and all related matters shall be governed solely by the laws of England and Wales without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts in the city of Greater London in relation to all disputes arising from or related to this Agreement and any related matters.

## **14. Links**

The Tractable for Repairers Tool may contain links to the websites to websites that are independently owned and operated by third parties. These websites may have their own privacy policies and terms and conditions that are not governed by these Terms of Use. We are not responsible for the privacy practices or the content of any website(s) owned and operated by any such third parties. Other websites may collect and treat information collected differently, so we encourage you to carefully read and review the privacy policy for each website you visit. Any links from this Tractable for Repairers Tool to other websites, or references to products, services or publications other than those of the Tractable, do not imply the endorsement or approval of such websites, products, services or publications by the Repairer or Tractable.

## **15. Termination**

If you breach any provision of these Terms of Use you may no longer use the Tractable for Repairers Tool. We may, in our sole discretion, change, suspend or terminate, temporarily or permanently, the Tractable for Repairers Tool or any part thereof or any of its features at any time, for any reason, without any notice or liability to you or any other

entity. If these Terms of Use or your permission to use the Tractable for Repairers Tool is terminated by us for any reason, the Agreement formed by your acceptance of these Terms of Use will nevertheless continue to apply and be binding upon you in respect of your prior use of the Tractable for Repairers Tool and anything relating to or arising from such use. If you are dissatisfied with the Tractable for Repairers Tool or with these Terms of Use, then your sole and exclusive remedy is to discontinue using the Tractable for Repairers Tool. The Disclaimer and Limitation of Liability, Intellectual Property and Release and Indemnity provisions in this Agreement shall survive any termination of this Agreement.

## **16. General**

If any provision of these Terms of Use is held invalid or unenforceable by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms of Use shall continue in full force and effect. No failure to exercise or waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision of these Terms of Use. You agree to the use of electronic signatures and documents. You agree that your name and signature shall be affixed to this agreement and constitute your electronic signatures to the same extent as if you had used your written signature.

These Terms of Use are binding upon you, your heirs, executors, beneficiaries, successors and assigns and you may not assign this Agreement to any other party without our prior written consent, which consent may be withheld in our sole and absolute discretion.

## **17. Contact Us**

You may contact us at: **Tractable Inc, 71-75 Shelton Street, London, United Kingdom, WC2H 9JQ** or [privacy@tractable.ai](mailto:privacy@tractable.ai).

## PRIVACY POLICY

This privacy policy (“**Policy**”) describes how **Tractable Ltd and its affiliates** (“**us**”, “**we**”, “**our**”) collects, uses, transfers and discloses personal information that you provide on the related mobile app when you use the associated tool to obtain an estimate of the potential cost of the repairs to your vehicle based on photographs of the damage you provide (together, the “**Tractable for Repairers Tool**”). The Tractable for Repairers Tool was made available to you via a link from a repair or body shop (the “**Repairer**”) for the purpose of allowing the collection and transfer of certain information to the Repairer.

**By voluntarily providing your personal information to us using the Tractable for Repairers Tool you agree to this Policy. If you do not agree to the terms of this Policy, please do not submit any personal information to us, or use the choices we describe in this Policy such that you agree to our processing of your information.**

This Policy may be amended from time to time. When this happens, we will make available an updated version of this Policy. Please review the Policy each time you voluntarily provide us with personal information and/or you use the Tractable for Repairers Tool.

This Policy applies to all information collected through the use of the Tractable for Repairers Tool.

The following is a short summary of the key elements of this Policy. You can read the full version of the Policy following the summary.

### SUMMARY OF PRIVACY POLICY

**We may collect the following personal information when you provide it to us, or as otherwise stated in this Policy:**

- First and last name
- Phone number
- Address
- Title
- Email address
- Photos/Images of your vehicle
- Vehicle Identification Number (VIN)
- License Plate Number/Vehicle Registration Number (VRN)
- your IP address, broad geographic location, details of which version of web browser you used, and other technical information

**We may use your personal information for the following purposes:**

- To provide you with the use of the Tractable for Repairers Tool;
- To resolve your issues or to provide answers to inquiries;
- To send you notifications;
- To ensure the Tractable for Repairers Tool remains functioning and secure;
- To improve the Tractable for Repairers Tool products or services, or customer relationships and experiences;
- To protect our rights; and
- To comply with any applicable law and assist law enforcement agencies as required.

**We may disclose your personal information to the following parties:**

- The repair or bodyshop who provided you the link to the Tractable for Repairers Tool (the “Repairer”);
- Our employees, external processors and service providers;
- Independent third parties such as our lawyers, advisors or other persons to whom we are authorized or required to disclose your personal information under applicable law.

**Contact Us:**

For more information on our Policy, our privacy practices, or to exercise your rights in relation to your personal information, please contact us at:

General Counsel

[privacy@tractable.ai](mailto:privacy@tractable.ai).

## **FULL VERSION OF THE PRIVACY POLICY**

This Policy covers the following:

1. Collection and Use of Personal Information
2. Responsibilities
3. Lawful Bases of Processing
4. Retention of Personal Information
5. Disclosure of Personal Information
6. Security
7. Storage and Transfer of Personal Information
8. Children
9. Links to other websites
10. Updates to the Privacy Policy
11. Questions, Complaints and Contact Information

### **1. Collection and Use of Personal Information**

Personal information means any information about an identifiable individual. This includes any information that relates to you and identifies you personally, either alone or in combination with other information. We may collect various types of personal information which allow us to provide the service to you, including:

- First and last name
- Phone number
- Address
- Title
- Email address
- Photos/Images of your vehicle
- Vehicle Identification Number (VIN)
- Vehicle Registration Number (VRN)
- Claim related information (i.e claim number)

We may process your contact information (including first name, last name, address, email address) photos, claim and vehicle information when you provide such information in fillable forms or through the Tractable for Repairers Tool to provide you with the estimate of the potential cost to repair your vehicle to resolve issues, or to provide answers to inquiries. We may also use this information to train and improve the Tractable for Repairers Tool. We may also process your personal information and provide it to the Repairer.

### **2. Responsibilities**

We, Tractable, are Data Processors, under the GDPR and the UK GDPR. We process personal data on behalf of the Repairer who acts as the Data Controller for any personal data provided by you. Please refer to the Repairer's privacy policy for details on their data privacy practices. We also collect certain personal data directly from you, as described below, with your consent.

### **3. Lawful Bases of Processing**

Under the UK data protection law, we must have a “lawful basis” for collecting and using your personal data. There is a list of possible lawful bases in the UK GDPR. You can find out more about lawful bases on the [ICO's website](#).

We only collect, use, transfer and disclose personal information with your consent or as otherwise permitted or required by applicable laws.

We collect personal information only when you provide it to us through, use of the Tractable for Repairers Tool inquiries or requests, or as otherwise stated within this Policy. If you choose not to provide any requested personal information, you may be unable to use the technical functionalities of the Tractable for Repairers Tool as certain information is necessary to provide the service.

When you provide us with personal information in connection with the Tractable for Repairers Tool you consent to our use of it as set out in this Policy. You may withdraw your consent at any time using our contact information in Section 11 of this Policy.

### **Your Rights Related to Your Personal Information**

If you wish to exercise any of your rights under this Policy, please submit a written request to us using our contact information in Section 11 of this Policy. Your rights may include:

- **Your right of access** - You have the right to ask us for copies of your personal information. You can request other information such as details about where we get personal information from and who we share personal information with. There are some exemptions which means you may not receive all the information you ask for. We may require you to verify your identity before we allow you to access your personal information.
- **Your right to rectification** - You may correct any inaccurate personal information about you and/or complete any incomplete personal information about you.
- **Your right to erasure** - You may have the right subject to applicable data protection laws to request the deletion of your personal information.
- **Your right to restriction of processing** - You have the right to ask us to limit how we can use your personal information.
- **Your right to object to processing** – You may have the right to object to the processing of your personal information for certain purposes.
- **Your right to data portability** - You may have the right to ask that we transfer the personal information you gave us to another organisation, or to you.
- **Your right to withdraw consent** – If you have given consent to the processing of your personal information for one or more purposes, you are entitled to withdraw your consent at any time (without affecting the lawfulness of any information processing that took place before the withdrawal of consent).

**Additional Rights:** Under certain circumstances and subject to applicable data protection laws, you may also be entitled to request additional information regarding our data governance practices, including details regarding what information is collected about you, the categories of persons who have access to your information, how long your information will be retained for and have any data collected about you computerized in a structured and commonly used format. You may also be entitled to request that we cease communicating your information, or de-index any hyperlink attached to your name that provides access to your personal information by a technological means and you have the right to not be discriminated against for exercising any of these rights.

If you make a request, we must respond to you without undue delay and in any event within one month.

To make a data protection rights request, please contact us using the contact details at the top of this privacy notice.

#### **4. Retention of Personal Information**

We will retain your personal information for as long as is necessary to fulfill the purpose for which it was collected and to meet our legal and contractual obligations. This period may extend beyond the end of your relationship with us but it will be only for so long as it is necessary for us to have sufficient information to respond to any issues that may arise at a later date. When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information.

#### **5. Disclosure of Personal Information**

We may retain third parties to assist us in performing our services. This includes Tractable Ltd and its affiliates (“**Tractable**”) (i.e., the Tractable for Repairers Tool developer), third parties who assist with the repair of your vehicle, and other third parties. Such third parties may be provided with access to your personal information to perform their obligations pursuant to contractual obligations with us. Where possible, we will provide you with more details about specific third parties, including third-party data processors and service providers to whom we may disclose your personal information to provide services to us and for the purposes as outlined in this Privacy Policy.

##### **(a) The Repairer**

The recipients of your personal information will include the Repairer who provided you the link to the Estimator App who will handle it according to its privacy policies.

##### **(b) Our Employees, External Processors and Service Providers**

The recipients of your personal information will be our employees as well as external data processors processing your personal information on our behalf and external service providers providing specific services. They will be given access to your personal information on a ‘need-to-know’ basis in order to fulfil their duties and/or contractual obligations, being subject to the obligations of confidentiality under internal policies and/or after signing appropriate legal documents, where relevant.

##### **(c) Independent Third Parties, Legal Obligations**

We may disclose your personal information to our lawyers and other persons to whom we are authorized or required to disclose under relevant laws. We may disclose your personal information to comply with any court order or legal obligation, including responding to any lawful government or regulatory request, or if we believe disclosure is necessary to enforce or protect our or a third party’s rights, property, or safety.

We may disclose your personal information in the event of or during a merger, divestiture, restructuring, dissolution, or other sale or transfer of some or all of our assets or equity, whether

as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

We may disclose your personal information for any other purpose disclosed by us when you provide the information or as otherwise permitted or required by applicable law.

Additionally, we may share your information with our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include our parent company and any subsidiaries, joint venture partners, or other companies we control or that we are under common control with.

## **6. Security**

We use physical, technical and organizational security precautions to protect your personal information from manipulation, loss, destruction or access by unauthorized persons. These measures include mechanisms such as encryption, access controls, and regular security assessments.

Due to the nature of Internet communications, we cannot guarantee that such communications are 100% secure or error-free. We cannot guarantee that the information you provide us will remain free from theft, loss, or unauthorized access or use by third parties, despite our best efforts. You are responsible for maintaining the privacy of any usernames, passwords or other special access numbers you might use to access the Tractable for Repairers Tool.

## **7. Storage and Transfers of Personal Information**

Where necessary, we may transfer personal information outside of the United Kingdom. When doing so, we comply with the UK GDPR, making sure appropriate safeguards are in place. We may store, process and/or transfer your personal information outside your jurisdiction of residence, including, but not limited to, the United States, Canada, India, the European Economic Area and the European Union where it may be stored or processed for any of the purposes set out in this Policy. When doing so, we ensure appropriate safeguards are in place such as Standard Contractual Clauses approved by the European Commission or the UK Information Commissioner's Office, or any other documentation required, to ensure your data is protected. Consequently, your personal information may be subject to local laws of the jurisdiction to which it is transferred, and it may be accessible to local governments, tribunals, law enforcement and regulatory agencies. If you have any questions regarding our international transfers of personal information, you may contact us using the information below.

## **8. Children**

Children under the age of 16 are not the intended audience for the Tractable for Repairers Tool. In light of the importance of protecting children's privacy, we do not knowingly collect personal information from persons under the age of 16 without prior parental or legal guardian consent.

## **9. Links to Other Websites**

We may provide links to third-party websites or resources, or third-party information referencing or linking to third-party websites or resources. When you follow such a link, you are no longer protected by our Policy, and we encourage you to read the privacy statements or other disclaimers of such other parties. We are not responsible for the privacy or security practices or the content of external websites, services or products.

## 10. Updates to Privacy Policy

We reserve the right to modify our Policy at any time. Please review the Policy each time you access the Website. Material changes will be indicated on the revised Policy. Any changes will be effective immediately as of the updated revision date indicated above.

## 11. Questions, Complaints and Contact Information

To exercise one or more of your rights, you or someone you authorize to make a request on your behalf may email us on one of the email addresses listed below.

If you have any questions or comments regarding our privacy practices, procedures and guidelines or those of our third-party data processors or service providers, please do not hesitate to contact us at:

[privacy@tractable.ai](mailto:privacy@tractable.ai).

If you are not satisfied with the way your personal information is handled, with the information you receive, or with any other aspect relating to the protection of your personal information, please reach out directly to us using the contact details above. If we are unable to resolve your privacy concerns, you have the right to complain to the [Office of the Privacy Commissioner of Canada\(link is external\)](#) (if in Canada) or the relevant privacy authority in your jurisdiction of residence.

If you are based in the UK and remain unhappy with how we've used your data after raising a complaint with us, you can also complain to the ICO.

The ICO's address:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
Helpline number: 0303 123 1113

Website: <https://www.ico.org.uk/make-a-complaint>