LUP Technologies AB

Terms of Service

Date of Last Revision: 2024-03-01

These Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and LUP Technologies AB, doing business as LUP ("LUP", "LUPNUMBER", “we”, “us”, or “our”), concerning your access to and use of the lupnumber.com website including all subdomains as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Service”). Our VAT number is SE556880467701. You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms of Service.

LUPNUMBER operates as both a Data Controller and a Data Processor:

- As a **Data Controller**, LUPNUMBER determines the purposes and means of processing personal data when providing its platform services, managing system security, and analyzing platform usage.
- As a **Data Processor**, LUPNUMBER processes data on behalf of customers using its services for yard management, check-ins, notifications, and integrations with third-party systems.

For details on how we handle personal data, see our Privacy Policy and Sub-Processor List.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF SERVICE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Data Protection and Privacy

Your Data and GDPR Compliance

We process personal data in compliance with GDPR (EU 2016/679) and applicable data protection laws.

Legal Bases for Processing

Our legal basis for processing personal data includes:

- **Legitimate Interests (Art. 6(1)(f) GDPR)** - When analyzing usage, improving security, or preventing fraud.
- **Contractual Obligation (Art. 6(1)(b) GDPR)** - When processing data to provide services to customers.
- **Legal Obligation (Art. 6(1)(c) GDPR)** - When complying with regulatory requirements.

Customer Responsibilities

If you use LUPNUMBER to process data on behalf of third parties (e.g., drivers), you are the Data Controller and responsible for ensuring data collection is GDPR-compliant.

You must:

- Ensure lawful processing of personal data before sharing it with LUPNUMBER.
- Inform users about data collection and obtain necessary consents.
- Provide users with a means to exercise their GDPR rights.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, if you breach these Terms.

Sub-Processors

LUPNUMBER engages certain third parties as sub-processors to provide infrastructure and services. Our full sub-processor list is available here.

We ensure that all sub-processors comply with GDPR through contractual agreements, including Standard Contractual Clauses where necessary.

Liability and Limitations

LUPNUMBER is not responsible for data breaches or losses caused by:

- Errors or misconfigurations by customers.
- Unauthorized access due to weak security measures by users.
- Third-party service failures beyond our control.

Our maximum liability for damages is limited to the total amount paid by you for the Service in the last 12 months.

Changes to the Terms

These Terms will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on our website.

We reserve the right to update or change our Terms at any time. Material changes will be communicated via email or on our website.

For questions, contact us at support@lupnumber.com