

Privacy Policy

This privacy policy describes how we collect and process your personal data through our website and informs you about your rights.

Review of this Policy

We keep this policy under regular review and last updated it in December 2023.

Who we are

XMOTIONS is a British company based in London. Our team has extensive experience in developing sophisticated digital automotive projects.

In this policy "XMOTIONS", "we", "us" means XMOTIONS Ltd registered at London, England, UB7 9BL.

We are a "data controller". This means that we are responsible for deciding how we hold and use your personal information. Under data protection laws, we are required to notify you of the information contained in this privacy policy.

Regarding privacy concerns and questions, you can reach us directly via email: privacy@xmotions.com

What type of information we collect from you

The personal information we collect, store and use might include:

- Email
- First and last name
- Phone number
- Country
- IP Address

Data protection laws recognise certain categories of personal information as sensitive and therefore requiring greater protection, including but not limited to information about your health, ethnicity and religion. We do not collect sensitive data about you.

Children's privacy

Our website and the services offered thereon are not intended for individuals under the age of eighteen (18) years. If we learn that we have collected or received personal information from individuals under that age, we will use commercially reasonable efforts to delete the personal data.

How we collect information

We typically collect personal information directly from you through web forms placed on our website or on third-party websites (including social media), emails you may send to us or we may send to you, or through your completion of forms (digital or physical) we make available at live, in-person events.

We may also collect and store certain types of data about your browsing actions and patterns by using cookies and other unique identifiers. No cookies are loaded to your web browser by default. We may also receive technical data about you if you visit other websites employing our cookies. For further details click [here](#) to see our Cookie Policy.

How and why we use your information

We may use your information for the following purposes:

- Provide you with exclusive invitations to events
- Provide you with personalised offers
- Provide you with news about XMOTIONS
- Respond to any questions you may have regarding our products and services
- Fulfill and complete your orders
- Troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data.

For how long we keep your information

We will store your personal data until you ask us to delete your personal data via email at privacy@xmotions.com. Cookies are stored as described in the [Cookie Policy](#).

When we are entering a contract with you, we will store your personal data for the time necessary to execute the contract and comply with applicable laws, rules and regulations.

Who has access to your information

We do not sell or rent your information to third parties. We do not share your information with third parties for marketing purposes.

Data protection principles

Data protection laws require us to rely on one or more lawful grounds to process your personal information. We consider the following grounds to be relevant:

- Specific Consent: Where you have provided specific consent to our using your personal information in a certain way, e.g., to send you marketing emails. You may withdraw your consent at any time by sending us an email with your request at privacy@xmotions.com.
- Performance of a contract: Where we are entering into a contract with you or performing our obligations under it, e.g., when you book a premium test drive or buy a car from us.
- Legitimate interests: Where it is necessary for our legitimate interests and your interests and fundamental rights do not override those interests.

Your rights as a data subject

At any point while we are in possession of or processing your personal data, you, the data subject, have the following rights:

- Right of access – you have the right to request a copy of the information that we hold about you.
- Right of rectification – you have the right to correct the data that we hold about you that is inaccurate or incomplete.

- Right to be forgotten – in certain circumstances you can ask for the data we hold about you to be erased from our records.
- Right to restriction of processing – where certain conditions apply, you have the right to restrict the processing of your personal information.
- Right of portability – you have the right to have the data we hold about you transferred to another organisation.
- Right to object – you have the right to object to certain types of processing, such as direct marketing.

To execute your rights as a data subject and to protect the rights of other data subjects, please note that you may need to provide us with proof of your identity – for example, copy of an official governmental identification (e.g., drivers license) – so we may verify the authenticity of the request

If you wish to exercise any of the above rights, please email us at privacy@xmotions.com

Data Security

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees and third parties who have a business need to know it within the purposes specified above.

We have put in place procedures to deal with any suspected data security breaches and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

Transferring your information outside Europe

As part of the services offered to you through this website, the information which you provide to us may be transferred to countries outside the European Economic Area (“EEA”). By way of example, this may happen if any of our servers are from time to time located in a country outside of the EEA. You should be aware that these countries may not have data protection laws similar to those in the UK. By submitting your personal data, you are agreeing to this transfer, storing or processing. If we transfer your information outside of the EEA in this way, we will take all reasonable steps to ensure that appropriate security measures are taken with the aim of ensuring that your privacy rights continue to be protected as outlined in this policy.

If you use our services while you are outside the EEA, your information may be transferred outside the EEA in order to provide you with those services.

We undertake regular reviews of who has access to information that we hold to ensure that your info is only accessible by appropriately trained staff, volunteers and contractors.

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Cookie Policy

This cookie policy will inform you how we utilise cookies and similar tools (collectively, “cookies”) on our website.

Review of this Policy

We keep this policy under regular review. It was last updated in December 2023.

Cookies are small data files that we send to your web browser and that contain information that is transferred to your device. Cookies help us gather information about your visit, making our website more useful and efficient.

Types of Cookies

We may use the following cookies:

- **Strictly necessary cookies.** Our website cannot function properly without these cookies and they cannot be switched off. These cookies enable basic functions such as page navigation and access to secure areas of the website, or saving the status of your cookie settings.
- **Functional cookies.** These cookies provide enhanced, more personal features and allow the website to remember your preferences or information you entered.
- **Analytical and performance cookies.** These cookies allow us to understand how you interact with our website and what content interests you most. Analytical and performance cookies help us improve the performance of our website and adapt the content to your interests.
- **Marketing cookies.** We use these cookies to display advertising tailored to your interests on our and other websites.

No cookies are loaded to your web browser or your device by default. When you enter our website you can either accept or decline the storage of cookies. After you click accept, one cookie will be stored to your browser, only to remember this choice. If you accept the cookies on our website, we will collect data to enhance site navigation, analyse site usage and assist in our marketing efforts. If you click decline, no cookies will be stored to your browser and you will be required to accept or decline cookies each time you visit the site.

If you input the requested data in the "Reserve" section of our website (name, email and phone number), no further cookies are stored on your web browser or your device, but your data will be stored in our customer database.

For how long cookies are stored

The "accept" of our website cookies, cookie will remain on your browser for 7 days. After 7 days, cookies may still be stored in your browser, but the Google Analytics code will not be activated until you specifically press "accept". Google Analytics cookies will be stored on your browser for a period between 24 hours and 2 years.

Third Party cookies

We also use third-party cookies, which are cookies from a domain different than the domain of our website, for our advertising and marketing efforts. We do not control these third-party websites and we are not responsible for their content and security.

For example, we use Google Analytics to help us understand the use of our website. This service collects the information sent by your browser as part of a web page request, including cookies and your IP address, and their use of it is governed by their privacy policy.

How to disable cookies

You can restrict or disable the cookies at any time through the settings on your browser. Be aware that disabling cookies may have an impact on your experience on our website.

Terms and Conditions

When you use our website you agree that you have read, understand and accept the Terms and Conditions as set out below.

Accuracy of information on this website

We try to keep all the information on our website up-to-date. As our products are continually enhanced, the product specifications on our website are subject to alternations and modifications. We reserve the right to change these product specifications at any time without notice.

We are not responsible for the content of any third party website.

No contract formation

The content of our website is solely provided for general information purposes. It does not constitute an offer or unilateral contract for sale of any specific goods.

Safety advice

Any reference to the performance or speed of our vehicles on this website shall not constitute an encouragement to drive hazardously or to violate traffic laws. This website is not intended to be a substitute for the important safety information which is contained in the vehicle handbook provided with our vehicles.

Intellectual property rights

Except as noted below, all rights in the content of our website including copyrights, design rights, database rights, patents, inventions, know-how, source codes and any other intellectual property rights are owned by or are licensed to us. No license is granted in respect of such intellectual property rights. You are allowed to display these materials on a computer screen and to download and print a hard copy for using this as an information resource on us.

You undertake not to:

- copy, reproduce, publish, download, transcribe, transmit or distribute at any time or in any form, without prior written authorization from us, for any commercial or public purpose, the content of our website, including any text, illustration, chart, graphic, icon, logo, image, and the arrangement thereof, and any underlying source code and software.
- use this website to upload or distribute any material that contains viruses or to do anything that may interfere with or disrupt this website or its services;
- establish a link to this website from any other website, intranet or extranet site without our prior written consent.

Website reliability

Whilst we attempt to avoid any errors on this website, no guarantee can be made as to its uninterrupted and error free usage. We reserve the right to suspend or withdraw the entire or any part of the website at any time without notice without incurring any liability.

Privacy

Please refer to our [Privacy Policy](#) regarding the information that we may collect from you in connection with your use of our website. By using this website, you are agreeing to this Privacy Policy and you will be bound by the terms of such Privacy Policy.

Disclaimer of Warranties

ALL EXPRESS WARRANTIES, REPRESENTATIONS, CONDITIONS OF ANY KIND OR OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW WITH RESPECT TO THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THIS WEBSITE ARE HEREBY EXPRESSLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

WE SHALL NOT BE LIABLE IN ANY CIRCUMSTANCES FOR ANY DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR PROFIT OR LOSS OR OTHERWISE) COSTS, CLAIMS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION WHATSOEVER, WHETHER CAUSED BY THE ACTS, OMISSIONS OR THE NEGLIGENCE OF XMOTIONS, ITS EMPLOYEES OR AGENTS, WHICH ARISE OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE OR THE INFORMATION, CONTENT MATERIALS OR PRODUCTS INCLUDED ON THIS WEBSITE, EXCEPT IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY XMOTIONS, ITS EMPLOYEES OR ITS AGENTS PROVEN NEGLIGENCE.

WE DO NOT ACCEPT ANY RESPONSIBILITY OR LIABILITY FOR ACCESS TO OR MATERIAL ON ANY WEBSITE THAT IS LINKED FROM OR TO THIS WEBSITE.

Variation

We reserve the right to update these Terms and Conditions at any time without prior notice. We ask you to regularly check the Terms and Conditions before interacting with us. The new version will take effect and govern all use of the website immediately upon posting on our website.

Survival of conditions

If any provision of these Terms and Conditions is or becomes illegal, invalid or otherwise unenforceable under the laws of any state or country, it shall be removed from these Terms and Conditions. The legality, validity and enforceability of any other provision under the law of that jurisdiction and the legality, validity and enforceability of that or any other provision under the law of that jurisdiction shall not be concerned or harmed.

Jurisdiction

These Terms and Conditions will be solely governed by and construed in accordance with the laws of England. Any disputes arising in relation to these Terms and Conditions shall be subject to the exclusive jurisdiction of the English courts.

Anti-corruption statement

As a company registered in England and Wales, we are primarily governed by the laws of that country, including the Bribery Act 2010, which applies to our conduct both domestically and internationally. We strive to ensure that we take all the reasonably necessary measures countering bribery and corruption.