

# Privacy Policy

LR Mobility GmbH (ListNRide) · Version: 2 October 2026

VALID FROM

REPLACES

CONTACT

2 October 2026

Version of 1 June 2020

contact@listnride.com

Translation for information purposes. Only the German version is legally binding.

In this Privacy Policy we explain which personal data we process when you use ListNRide, for what purposes, on what legal basis and for how long, to whom we disclose it and what rights you have.

## 1. Controller and contact

The controller responsible for processing your data on listnride.com, listnride.de and the other country sites is:

**LR Mobility GmbH (ListNRide)**

Thalkirchner Str. 210, 81371 München

Managing director: Jonas Müller

Local Court (Amtsgericht) of Munich, HRB 257553

E-mail: contact@listnride.com

The easiest way to send questions about data protection and requests regarding your rights is to contact@listnride.com.

**Data protection officer:** No data protection officer has been appointed, as the statutory requirements for doing so are not met.

## 2. Overview

ListNRide is a marketplace: Listers list bicycles, Renters book them. We only process the data we need for this. The table shows the main purposes; details follow in sections 3 to 8.

| Purpose                              | Data                                                                                         | Legal basis                                                     | Retention period                                                                             |
|--------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| <b>Account</b>                       | Name, e-mail, password (encrypted), language, optionally phone, profile picture, description | Art. 6(1)(b) GDPR                                               | until the account is deleted, then 90 days                                                   |
| <b>Booking and rental agreement</b>  | Booking details, period, bike, pick-up location, messages in the booking chat                | Art. 6(1)(b) GDPR                                               | duration of the business relationship; records as per section 10                             |
| <b>Payment and payout</b>            | Payment method, transaction data, for Listers bank details (IBAN), company details, VAT ID   | Art. 6(1)(b) and (c) GDPR                                       | 8 or 10 years respectively (HGB, AO)                                                         |
| <b>Basic Protection and claims</b>   | Claim report, photos, police report, invoices, contact details of the parties involved       | Art. 6(1)(b) and (f) GDPR                                       | 3 years after the case is closed                                                             |
| <b>Communication</b>                 | E-mail address, phone number, content of messages                                            | Art. 6(1)(b) and (f) GDPR                                       | same as the related booking                                                                  |
| <b>AI assistant Helly</b>            | Chat history, salted hash of the IP address                                                  | Art. 6(1)(b) and (f) GDPR                                       | 90 days if no enquiry results from it                                                        |
| <b>Security and abuse prevention</b> | IP address, reCAPTCHA score, logs                                                            | Art. 6(1)(f) GDPR                                               | 14 days                                                                                      |
| <b>Statistics and improvement</b>    | Usage data (GA4, Microsoft Clarity) only with consent; our own anonymous page-view counting  | Art. 6(1)(a) GDPR, Section 25(1) TDDDG; own counting; point (f) | until consent is withdrawn; for Google no more than 14, for Microsoft no more than 13 months |

### 3. Account and sign-in

For an account we need your first name and surname, e-mail address and a password. We store the password only in encrypted form (bcrypt). You may voluntarily add a phone number, profile picture and a description. Listers additionally provide pick-up addresses, bank details and, if they rent commercially, company name, address and VAT identification number.

**Sign-in with Google, Apple or Facebook.** If you sign in via one of these services, we receive your name, your e-mail address and an identifier from it. The respective provider's privacy policy also applies. The legal basis is Art. 6(1)(b) GDPR.

**Abuse prevention.** We use Google reCAPTCHA v3 for registration, sign-in and enquiry forms. It assesses whether the input comes from a human and, for this purpose, transmits device and usage data and the IP address to Google. The legal basis is our legitimate interest in a secure platform (Art. 6(1)(f) GDPR).

**Public profile.** For Listers, the name or company name, profile picture, description, pick-up locations, listings and reviews are publicly visible. If you submit a review as a Renter, it appears with your first name.

**Deletion.** You can delete your account at any time. We permanently delete the account data 90 days thereafter, unless we have to keep it longer due to statutory retention obligations (section 10).

## 4. Booking, payment and payout

When you book a bike, we process the period, bike, pick-up or delivery location, selected extras and the price. The Lister receives your name, your contact details and the booking details so that the Lister can perform the rental agreement. Conversely, the Renter receives the Lister's name, address and contact details. The legal basis is Art. 6(1)(b) GDPR.

**Payment.** We process payments via Adyen N.V. (Amsterdam) and PayPal (Europe) S.à r.l. et Cie, S.C.A. (Luxembourg). You enter your card details directly with Adyen; we do not see them. We only receive the payment method, status, amount and a transaction number. Adyen and PayPal also check payments for fraud and are in part themselves responsible as controllers for this.

**Payout to Listers.** We pay out the rental price by SEPA transfer to the bank account on file. For this purpose we process the account holder, IBAN and BIC.

**Invoices and records.** For each booking we create invoices and a protection confirmation as PDF files. We retain these in accordance with the statutory periods (Art. 6(1)(c) GDPR, Section 147 AO (German Fiscal Code), Section 257 HGB (German Commercial Code)).

## 5. Basic Protection and claims

Basic Protection and Protection Plus are services provided by ListNRide and are not insurance. If damage or theft is reported, we process the report, photos, a police report, invoices or cost estimates and the communication relating to the case. We use this to examine the case and pay the amount to the Lister. The legal basis is Art. 6(1)(b) GDPR.

**Disclosure to the other party.** So that Listers can themselves assert claims for damage exceeding the protection amount, we disclose name, contact details, photos and any existing police report to the respective other contracting party (Art. 6(1)(b) and (f) GDPR). On request, we also disclose data to the police or other authorities where we are obliged to do so (Art. 6(1)(c) GDPR).

**Recourse.** If a third party compensates the damage, for example the party causing the damage, we may use the necessary data to enforce our claims (Art. 6(1)(f) GDPR).

Until 1 October 2026, protection was handled via Laka Ltd. (London, United Kingdom) as insurer. For this purpose, booking and bike data were transmitted to Laka. This transmission has ended as of 2 October 2026. An adequacy decision of the European Commission exists for the United Kingdom.

## 6. Communication

**Booking e-mails** (confirmation, invoice, reminders, review request) are sent via Google Workspace (Google Ireland Ltd.). **SMS notifications** about bookings are sent, if you have provided a phone number, via Amazon Web Services (Amazon SNS, Frankfurt region). The legal basis is Art. 6(1)(b) GDPR. You can choose which notifications you receive in your account.

**Booking chat and notification centre.** We store messages between Renter and Lister and notifications from ListNRide in the account. Our support team can view the booking chat in order to help with problems and claims.

**Advertising.** We send promotional e-mails, for example a newsletter, only with your consent or to existing customers for similar services in accordance with Section 7(3) UWG (German Act against Unfair Competition). You can object at any time; every e-mail contains an unsubscribe link. For such mailings we use rapidmail GmbH (Freiburg).

**Support requests** by e-mail or contact form are processed in order to answer them (Art. 6(1)(b) or (f) GDPR).

## 7. AI assistant Helly and phone assistant

**Helly** is a chat assistant on our website that helps you search for bikes and takes enquiries. We process what you write in the chat together with the page on which you are chatting. To generate the responses, the text is transmitted to Anthropic PBC (USA). Under our contract, Anthropic does not use this data to train its models. The transfer to the USA is based on the European Commission's Standard Contractual Clauses. To prevent abuse, we store only a salted hash instead of the IP address. We delete chat histories that do not result in an enquiry after 90 days; if an enquiry results, the retention period for the enquiry applies. The legal basis is Art. 6(1)(b) GDPR where a booking is concerned, otherwise point (f). Please do not enter any sensitive data in the chat.

**Phone assistant.** When you call our phone number, you may be greeted by an AI assistant provided by sipgate GmbH (Düsseldorf). It can answer questions about available bikes and state the status of a booking if the booking number and phone number match. It cannot make bookings, cancel or read account data. For this purpose, sipgate converts the conversation into text in real time. We store your phone number, the time of the call and, if an enquiry results from it, its content. We do not store audio recordings. The legal basis is Art. 6(1)(b) and (f) GDPR.

## 8. Website: cookies, analytics, maps and fonts

**Technically necessary storage.** In your browser's storage we store only what is necessary for the website: sign-in, language, shopping cart, your cookie choice and display settings. We do not need consent for this (Section 25(2) no. 2 TDDDG (German Telecommunications Digital Services Data Protection Act)).

**Server logs.** Each time a page is accessed, our server stores the IP address, time, requested address and browser information in order to secure operation and fend off attacks (Art. 6(1)(f) GDPR). The logs are deleted after 14 days.

**Own page-view counting.** To show Listers how often their listings are viewed, we count page views. In doing so, we do not store the IP address, only a salted hash per day. We also record, without cookies, which pages are accessed and which steps in the booking process are reached (Art. 6(1)(f) GDPR).

**Analytics with consent.** Only if you consent in the cookie notice do we use:

- **Google Analytics 4** (Google Ireland Ltd.) with Google Consent Mode v2. Without consent, Google does not set any analytics or advertising cookies.
- **Microsoft Clarity** (Microsoft Ireland Operations Ltd.), which analyses clicks and mouse movements. Clarity is only loaded after you consent.

The legal basis is your consent (Art. 6(1)(a) GDPR, Section 25(1) TDDDG). You can withdraw it at any time by deleting the website data for ListNRide in your browser. We will ask you again on your next visit.

**Maps.** We display maps using map tiles from CARTO and OpenStreetMap. In doing so, your browser transmits the IP address to these providers. We convert addresses of pick-up locations into coordinates via the OpenStreetMap Foundation's Nominatim service; only the address is transmitted, no personal data.

**Fonts.** We load our corporate font via Adobe Fonts (Adobe Systems Software Ireland Ltd.) and a decorative font on the home page via Google Fonts. In doing so, the IP address is transmitted to Adobe or Google respectively. The legal basis is our legitimate interest in a consistent presentation of the website (Art. 6(1)(f) GDPR).

**Currency conversion.** For prices in other currencies, the website retrieves exchange rates from frankfurter.app; in doing so, the IP address is transmitted.

## 9. Recipients, service providers and third countries

We only disclose data where this is necessary for the booking, you have consented or we are legally obliged to do so. Service providers that process data on our behalf are contractually bound (Art. 28 GDPR).

| Recipient                                                                 | Purpose                                                                    | Registered office / data location  | Third-country basis               |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------|------------------------------------|-----------------------------------|
| <b>STRATO AG; Hetzner Online GmbH</b>                                     | Server and database (STRATO), encrypted backups (Hetzner)                  | Germany / EU                       | –                                 |
| <b>Amazon Web Services EMEA SARL</b>                                      | Storage of images and documents (S3), SMS (SNS)                            | Luxembourg / Frankfurt             | DPF, Standard Contractual Clauses |
| <b>Adyen N.V.</b>                                                         | Payment processing                                                         | Netherlands                        | –                                 |
| <b>PayPal (Europe) S.à r.l. et Cie, S.C.A.</b>                            | Payment processing                                                         | Luxembourg                         | –                                 |
| <b>Google Ireland Ltd.</b>                                                | E-mail delivery, reCAPTCHA, Google sign-in, Analytics (with consent), font | Ireland / USA                      | DPF, Standard Contractual Clauses |
| <b>Microsoft Ireland Operations Ltd.</b>                                  | Clarity (with consent)                                                     | Ireland / USA                      | DPF, Standard Contractual Clauses |
| <b>Adobe Systems Software Ireland Ltd.</b>                                | Adobe Fonts                                                                | Ireland / USA                      | DPF, Standard Contractual Clauses |
| <b>Anthropic PBC</b>                                                      | AI assistant Helly                                                         | USA                                | Standard Contractual Clauses      |
| <b>sipgate GmbH</b>                                                       | Telephony and phone assistant                                              | Germany                            | –                                 |
| <b>rapidmail GmbH</b>                                                     | Newsletter and review requests                                             | Germany                            | –                                 |
| <b>Apple Distribution International Ltd., Meta Platforms Ireland Ltd.</b> | Sign-in with Apple or Facebook respectively                                | Ireland / USA                      | DPF                               |
| <b>CARTO, OpenStreetMap Foundation</b>                                    | Map tiles, geocoding of addresses                                          | Spain / United Kingdom             | Adequacy decision (UK)            |
| <b>Lister or Renter of the booking</b>                                    | Performance of the rental agreement, claims                                | depending on the contracting party | –                                 |
| <b>Tax advisers, authorities, courts</b>                                  | Legal obligations, legal proceedings                                       | Germany                            | –                                 |

**Third countries.** Some service providers are based in the USA or belong to US groups. We base transfers on the adequacy decision for the EU-US Data Privacy Framework (DPF) where the recipient is certified, otherwise on the European Commission's Standard Contractual Clauses (Art. 46 GDPR). Where the Lister is located outside the EU, for example in Switzerland, the transfer is necessary for the performance of your booking (Art. 49(1)(b) GDPR); in addition, an adequacy decision exists for Switzerland.

## 10. Retention period

We delete data as soon as the purpose no longer applies and there is no longer any retention obligation.

- **Account:** until you delete it, then permanently after 90 days.
- **Invoices and booking records:** 8 years; books of account and annual financial statements 10 years (Section 147 AO, Section 257 HGB). During this period we restrict the data from any other use.

- **Claims:** 3 years after the case is closed, in line with the standard limitation period.
- **Chat histories with Helly** that did not result in an enquiry: 90 days.
- **Server logs:** 14 days.
- **Analytics data** (only with consent): no more than 14 months (Google Analytics) or 13 months (Microsoft Clarity) respectively.
- **Promotional e-mails:** until consent is withdrawn or you object.

## 11. Your rights

You have the right of access (Art. 15 GDPR), rectification (Art. 16), erasure (Art. 17), restriction of processing (Art. 18), data portability (Art. 20) and to withdraw consent with effect for the future (Art. 7(3)). To exercise these rights, write to us at [contact@listnride.com](mailto:contact@listnride.com). You can also change or delete much of your information directly in your account.

**Right to object.** Where we process data on the basis of our legitimate interest (Art. 6(1)(f) GDPR), you may object at any time on grounds relating to your particular situation (Art. 21(1) GDPR). You may object to advertising at any time without giving reasons (Art. 21(2) GDPR).

**Complaints.** You can lodge a complaint with a data protection supervisory authority. The authority responsible for us is the Bayerisches Landesamt für Datenschutzaufsicht (BayLDA) (Bavarian Data Protection Authority), Promenade 18, 91522 Ansbach, [www.lida.bayern.de](http://www.lida.bayern.de).

**No automated individual decision-making.** We do not make decisions based solely on automated processing that produce legal effects concerning you (Art. 22 GDPR). Cases under Basic Protection are decided by a human.

**Obligation to provide data.** For a booking we need the information marked as mandatory. Without it, we cannot conclude a contract.

## 12. Changes

We update this Policy when our Platform or the legal situation changes. The version published at [listnride.com/privacy](https://listnride.com/privacy) at the relevant time applies.

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