

PRIVACY POLICY

Cuchilla Connect B.V.

Version	2.0
Effective date	25 March 2026
Last updated	25 March 2026
Applies to	Cuchilla Connect platform, website, and related services
Controller	Cuchilla Connect B.V., Tweede Anjeliërsdwarstraat 8 C, 1015 NT, Amsterdam, Netherlands
Privacy contact	support@cuchilla.nl

. INTRODUCTION

Cuchilla Connect B.V. operates an AI-powered CRM, marketing automation, and club intelligence platform designed for padel clubs and sports club operators.

We are committed to protecting personal data and respecting the privacy of everyone whose information we handle. This Privacy Policy explains who we are, what personal data we collect, how we use it, with whom we share it, and what rights individuals have under applicable law — including the General Data Protection Regulation (GDPR) (EU 2016/679) and the Dutch Implementation Act (UAVG).

This Policy covers two distinct contexts in which we process personal data, which are described in Section 2.

1. SCOPE & APPLICABILITY

This Privacy Policy applies to:

- All visitors to our website (www.cuchillaconnect.com)
- Prospective and current customers (padel club operators, directors, and staff) who use the Platform
- Player and member data processed through the Platform on behalf of our customers
- Employees, contractors, and business contacts of Cuchilla Connect

This Policy does not apply to third-party websites or services that may be linked to from our Platform. We encourage you to review the privacy policies of any third-party services you access.

2. OUR ROLE UNDER GDPR

Depending on the context, Cuchilla Connect acts in different capacities under the GDPR:

2.1 Data Controller

Cuchilla Connect acts as an independent Data Controller for personal data we process in connection with:

- Creating and managing customer accounts (club operators and their staff)
- Billing, invoicing, and financial administration
- Customer support and communication
- Security monitoring, fraud prevention, and audit logging
- Our own marketing and promotional communications (to prospects and customers)
- Website analytics and cookies
- Recruitment and HR-related processing

2.2 Data Processor

When a padel club (our customer, acting as Data Controller) uses the Platform to manage their players and members, Cuchilla Connect acts as a Data Processor. In this capacity:

- We process player/member data strictly on the documented instructions of the customer
- The customer determines the purposes and means of processing
- Our rights and obligations are governed by a Data Processing Agreement (DPA) entered into with each customer
- Player data subjects should direct privacy requests to the relevant club in the first instance

If you are a padel club player or member and wish to exercise your rights over your personal data, please contact the club through which you were registered. We will assist our customers in responding to such requests in accordance with our DPA obligations.

3. PERSONAL DATA WE PROCESS

3.1 Customer & Account Data (Controller)

When a club registers and uses the Platform, we process the following data about the club's authorised users:

- **Legal name, trading name, address, VAT/KVK number** Organisation details:
- **Full name, job title, email address, phone number** Contact persons:
- **Username, hashed password, MFA settings** Account credentials:
- **Invoice address, payment method reference (tokenised — we do not store full card numbers), transaction history** Billing information:
- **Login timestamps, feature usage, session duration, IP address, browser and device information** Usage data:
- **Tickets, chat transcripts, feedback submitted to us** Support records:

3.2 Player & Member Data (Processor — on behalf of Customers)

When clubs use the Platform to manage their player community, the following categories of data may be processed on their behalf:

- **First name, last name, display name** Identity:
- **Email address, phone number (including WhatsApp), postal address** Contact:
- **Date of birth, gender, padel skill level / rating, profile photo (if provided)** Profile:
- **Court reservations (imported from Playtomic or other booking systems), match history, tournament participation, check-in records** Booking & activity:
- **Club-defined tags, groups, VIP status, churn risk score (AI-generated), communication preferences** Segmentation:
- **Opt-in/opt-out timestamps for email, WhatsApp, and SMS communications** Consent records:
- **Email campaigns sent, WhatsApp messages sent, delivery status, open/click events.**

3.3 Technical & Platform Data

- IP addresses and approximate geolocation (country/city level)
- Server-side access logs and error logs
- API request/response metadata (not full payload content)
- Audit trail data for security and compliance purposes

3.4 Website & Cookie Data

Our website uses cookies and similar tracking technologies. Please refer to our Cookie Policy (available at www.cuchillaconnect.com/cookies) for full details. In summary:

- **Required for the website and Platform to function; no consent required** Strictly necessary cookies:
- **Used to understand how visitors interact with our website (e.g., page views, session duration); require consent** Analytical cookies:
- **Used to measure campaign effectiveness; require consent** Marketing cookies:

4. PURPOSES & LEGAL BASES

We only process personal data where we have a valid legal basis under Article 6 GDPR. The following table summarises our processing activities as Data Controller:

Legal Basis	Processing Activities
Contract (Art. 6(1)(b))	Providing the Platform and Services; account management; billing and invoicing; technical support; onboarding assistance.
Legitimate Interests (Art. 6(1)(f))	Platform security, fraud detection, and abuse prevention; product analytics and improvement (using aggregated/anonymised data); sending service-related notifications to existing customers; business development communications with prospects who have engaged with us.
Legal Obligation (Art. 6(1)(c))	Retaining financial and tax records (Dutch fiscal law); responding to lawful requests from regulatory authorities or law enforcement; data breach notification obligations.
Consent (Art. 6(1)(a))	Sending marketing newsletters and promotional communications; non-essential cookies and tracking on the website; any processing where we explicitly request consent.

Where we rely on legitimate interests, we have conducted a balancing test to ensure our interests do not override the rights and freedoms of the individuals concerned. Documentation is available on request.

5. SPECIAL CATEGORIES OF DATA

We do not intentionally collect or process special categories of personal data (as defined in Article 9 GDPR) — such as health data, biometric data, religious beliefs, or political opinions — through the Platform.

If a club inadvertently uploads such data, the club (as Data Controller) is responsible for ensuring an appropriate legal basis exists. Clubs are advised not to enter special category data into the Platform unless strictly necessary and properly authorised.

6. CHILDREN'S DATA

The Platform is intended for use by adults (18+) and business entities. We do not knowingly process personal data of children under the age of 16 without verifiable parental or guardian consent.

If a padel club registers members who are minors (e.g., youth academy participants), the club is responsible as Data Controller for obtaining the necessary consents under applicable law (Article 8 GDPR). Cuchilla Connect will process such data solely as a Processor under the club's instructions.

7. INTEGRATIONS & DATA SOURCES

The Platform integrates with third-party systems at the instruction and authorisation of our customers. Current integrations include:

7.1 Playtomic Integration

Clubs that use Playtomic as their booking system can authorise us to import player profiles and booking data via the Playtomic API. This import occurs only with the club's explicit configuration and authorisation. The imported data is processed in accordance with our DPA with the club.

7.2 WhatsApp Business API (Meta)

We are an approved Meta Business Partner and integrate the WhatsApp Business API to enable clubs to send automated and personalised messages to their players. All WhatsApp communications are sent only to contacts who have given valid consent to receive such messages. Clubs are responsible for maintaining and evidencing this consent.

7.3 Email & SMS Providers

We use third-party transactional and marketing email providers to deliver email communications configured by clubs. SMS delivery is handled through approved telecommunications partners operating within the EEA where possible.

7.4 Future Integrations

We may introduce additional integrations in future platform versions. This Policy will be updated accordingly, and customers will be informed of relevant changes.

8. RECIPIENTS & DISCLOSURES

We do not sell personal data to third parties. We share personal data only in the following circumstances:

8.1 Sub-Processors

We engage trusted sub-processors to assist in delivering our Services. All sub-processors are bound by data processing agreements and are required to implement appropriate technical and organisational security measures. Our current sub-processor categories include:

- **(EU/EEA-hosted infrastructure; AWS, Google Cloud, or equivalent)** Cloud infrastructure providers
- **(transactional and marketing email dispatch)** Email delivery services
- **(application performance and error logging)** Error tracking & monitoring
- **(helpdesk and ticketing systems)** Customer support tooling
- **(privacy-first, aggregated usage analytics — no individual profiling)** Analytics platforms
- **(PCI-DSS compliant; we do not store full card data)** Payment processing

A current list of sub-processors is available on request at privacy@cuchilla.nl and will be published on our website.

8.2 Customers (as Data Controllers)

Player data processed through the Platform is accessible to the relevant club (our customer) in their capacity as Data Controller. Cuchilla Connect does not access, use, or disclose player data for its own purposes beyond what is required to provide the Platform.

8.3 Legal & Regulatory Disclosures

We may disclose personal data to competent authorities (including the Dutch Data Protection Authority — Autoriteit Persoonsgegevens), courts, or law enforcement where required by law, court order, or to protect the rights, property, or safety of Cuchilla Connect, our customers, or others.

8.4 Corporate Transactions

In the event of a merger, acquisition, asset sale, or restructuring, personal data may be transferred as part of that transaction. We will provide notice in accordance with applicable law and ensure appropriate safeguards are in place.

9. INTERNATIONAL DATA TRANSFERS

Cuchilla Connect processes and stores data primarily within the European Economic Area (EEA). Where personal data is transferred to countries outside the EEA — for example, when using sub-processors with infrastructure or support operations in third countries — we ensure that appropriate safeguards are in place, including:

- **approved by the European Commission (Module 2 or Module 3, as applicable)** Standard Contractual Clauses (SCCs)
- **where the European Commission has recognised the recipient country as providing an adequate level of data protection** Adequacy decisions
- **where required following a Transfer Impact Assessment (TIA)** Supplementary measures

Details of the international transfer mechanisms applicable to specific sub-processors are available on request.

10. DATA RETENTION

We retain personal data only for as long as necessary for the purposes for which it was collected, or as required by law. The following table sets out our standard retention periods:

Data Category	Retention Period	Notes
Customer account data	Contract + 7 years	Dutch fiscal retention obligation (Belastingdienst)
Billing & invoice records	7 years from invoice date	Statutory accounting requirement
Player/member data (Processor)	As configured by customer	Deleted within 90 days of contract termination
Security & audit logs	90 – 365 days	Depending on log type and security purpose
Support ticket data	3 years from resolution	For quality assurance and dispute resolution
Marketing consent records	Until withdrawal + 3 years	Evidence of consent basis
Website analytics data	13 months (rolling)	Anonymised after 13 months
Cookie consent records	12 months	Re-consent requested after expiry

When data is no longer required, it is securely deleted or anonymised in accordance with our data deletion procedures. Customers may request accelerated deletion of their data subject to applicable legal retention obligations.

11. SECURITY

Cuchilla Connect implements appropriate technical and organisational measures to protect personal data against unauthorised access, accidental loss, destruction, alteration, or disclosure. Our security programme includes:

Technical Measures

- Encryption at rest (AES-256) and in transit (TLS 1.2+) for all personal data
- Role-based access controls (RBAC) with least-privilege principles
- Multi-factor authentication (MFA) for all production system access
- Automated vulnerability scanning and regular penetration testing
- Comprehensive audit logging with tamper-evident storage
- Data segmentation ensuring customer data is logically isolated

Organisational Measures

- Privacy by Design and by Default embedded in our development process
- Data Protection Impact Assessments (DPIAs) conducted for high-risk processing activities
- Staff training on data protection and security awareness
- Incident response and data breach management procedures
- Contractual data protection requirements imposed on all sub-processors

Data Breach Notification

In the event of a personal data breach, we will notify the Autoriteit Persoonsgegevens without undue delay and, where feasible, within 72 hours of becoming aware of the breach, as required by Article 33 GDPR. Where the breach is likely to result in a high risk to the rights and freedoms of individuals, we will also notify affected data subjects without undue delay (Article 34 GDPR).

Where we act as Processor, we will notify the relevant customer (as Controller) without undue delay upon becoming aware of a breach involving that customer's data, and will provide all reasonable assistance in meeting their own notification obligations.

12. YOUR RIGHTS

Under the GDPR, individuals have the following rights with respect to their personal data. These rights apply to data for which Cuchilla Connect acts as Data Controller. For data processed on behalf of a club (where we are Processor), requests should be directed to the relevant club.

Right	Description
Right of Access	Request a copy of the personal data we hold about you and information about how it is processed (Article 15 GDPR).
Right to Rectification	Request correction of inaccurate or incomplete personal data (Article 16 GDPR).
Right to Erasure	Request deletion of your personal data where there is no longer a legitimate reason to retain it ('right to be forgotten') (Article 17 GDPR).
Right to Restriction	Request that we restrict processing of your data in certain circumstances — for example, while accuracy is contested (Article 18 GDPR).
Right to Portability	Receive your personal data in a structured, commonly used, machine-readable format and transfer it to another controller (Article 20 GDPR).
Right to Object	Object to processing based on legitimate interests or for direct marketing purposes (Articles 21 & 17 GDPR).
Right to Withdraw Consent	Where processing is based on consent, withdraw that consent at any time without affecting the lawfulness of prior processing (Article 7(3) GDPR).
Right to Lodge a Complaint	Lodge a complaint with the Autoriteit Persoonsgegevens (AP) — www.autoriteitpersoonsgegevens.nl — or any other competent supervisory authority.

To exercise any of these rights, please contact us at privacy@cuchilla.nl. We will respond within one calendar month of receiving your request. We may request verification of your identity before processing your request. Where requests are complex or numerous, we may extend this period by a further two months, with prior notice.

There is no charge for exercising your rights, unless requests are manifestly unfounded or excessive, in which case we may charge a reasonable fee or decline to act.

13. MARKETING & COMMERCIAL COMMUNICATIONS

Communications to Prospects & Customers

We may send commercial communications about our Services, new features, events, and relevant industry content to prospects and existing customers. Where required by law, we obtain explicit opt-in consent before sending such communications. Existing customers may receive relevant service communications on the basis of legitimate interests (soft opt-in), subject to an easy opt-out mechanism in every message.

You can unsubscribe from marketing communications at any time by clicking the unsubscribe link in any email or by contacting privacy@cuchilla.nl. Unsubscribe requests will be processed within 10 business days.

Customer Responsibilities — Player Communications

When clubs use the Platform to communicate with their players and members (via email, WhatsApp, or SMS), the club acts as Data Controller and is solely responsible for:

- Ensuring a valid legal basis exists for each communication channel (explicit consent, contract, or soft opt-in where applicable under local law)
- Maintaining accurate and up-to-date consent records
- Honouring unsubscribe and opt-out requests promptly
- Complying with the Dutch Telecommunications Act (Telecommunicatiewet), the EU ePrivacy Directive, and applicable messaging platform terms of service (including Meta WhatsApp Business Policy)

Cuchilla Connect provides tools to support clubs in managing consent and preference records, but this does not transfer legal responsibility for compliance to Cuchilla Connect.

14. AI FEATURES & AUTOMATED PROCESSING

The Platform includes AI-powered features such as churn risk scoring, campaign suggestions, and optimal send-time recommendations. These features are designed to assist club operators — they do not make legally significant or similarly impactful automated decisions about individuals without human review.

AI-generated scores and suggestions are presented to club staff as recommendations. Final decisions — such as whether to target a player with a campaign or flag an account for follow-up — are always made by a human operator.

If a club uses AI-assisted features in a way that could constitute automated decision-making with significant effects (Article 22 GDPR), the club (as Data Controller) is responsible for ensuring compliance, including providing appropriate notices to data subjects and implementing safeguards.

We do not use player data to train our AI models beyond aggregated, anonymised pattern analysis. Individual player data is never shared across customers or used to build profiles outside the context of the relevant club's account.

15. COOKIES & TRACKING TECHNOLOGIES

Our website and Platform use cookies and similar technologies (such as pixels and local storage). A full Cookie Policy is available at www.cuchillaconnect.com/cookies.

On your first visit to our website, you will be shown a cookie consent banner allowing you to accept or decline non-essential cookies. You can update your preferences at any time via the cookie settings link in the footer of our website.

Strictly necessary cookies cannot be disabled as they are essential for the website and Platform to function correctly.

16. THIRD-PARTY LINKS & SERVICES

Our website and Platform may contain links to third-party websites (for example, Playtomic, LinkedIn, or booking platforms). Clicking on these links will take you to sites outside our control. We are not responsible for the privacy practices or content of those sites and encourage you to read their privacy policies.

17. CHANGES TO THIS POLICY

We may update this Privacy Policy from time to time to reflect changes in our processing activities, applicable law, or business operations. The current version and effective date are always displayed at the top of this document and on our website.

For material changes that significantly affect how we process your personal data, we will provide prominent notice — for example, via email to registered customers or a notice on the Platform — at least 30 days before the changes take effect, unless we are required to implement changes immediately by law.

Continued use of the Platform after the effective date of an updated Policy constitutes acceptance of the changes. If you do not agree with the changes, you should stop using the Platform and contact us to discuss your options.

18. CONTACT & DATA PROTECTION QUERIES

For any questions, requests, or concerns regarding this Privacy Policy or our data processing activities, please contact:

Company	Cuchilla Connect B.V.
Address	Tweede Anjeliersdwarstraat 8 C, 1015 NT, Amsterdam, Netherlands
Privacy email	support@cuchilla.nl
General email	info@cuchilla.nl
Website	www.cuchillaconnect.com
Supervisory Authority	Autoriteit Persoonsgegevens (AP) — www.autoriteitpersoonsgegevens.nl

We aim to respond to all privacy-related enquiries within 10 business days. For formal data subject rights requests, the statutory response period is one calendar month from receipt of a valid, verified request.
