

PRIVACY POLICY

Cuchilla Connect B.V.

Version	3.0
Effective date	17 August 2026
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Supersedes	Version 2.0, effective 25 March 2026
Applies to	The Cuchilla Connect platform, website, and related services
Controller	Cuchilla Connect B.V., Tweede Anjeliërsdwarsstraat 8-C, 1015 NT Amsterdam, Netherlands
Chamber of Commerce	KvK 94188939
Privacy contact	info@cuchilla.nl
Website	www.cuchillaconnect.com

1. Introduction

Cuchilla Connect B.V. ("Cuchilla Connect", "we", "us") operates a CRM, marketing automation, and club intelligence platform for padel clubs, racket sports clubs, and sports facility 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 process, why we process it, with whom we share it, and what rights individuals have under applicable law, including the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the Dutch GDPR Implementation Act (Uitvoeringswet AVG).

This Policy covers two distinct contexts in which we process personal data. These are described in Section 3.

2. Scope and applicability

This Privacy Policy applies to:

- visitors to our website at www.cuchillaconnect.com;
- prospective and current customers, being club operators, directors, and their staff, who use the Platform;
- player and member data processed through the Platform on behalf of our customers;
- employees, contractors, applicants, and business contacts of Cuchilla Connect.

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

3. Our role under the GDPR

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

3.1 Where we act as controller

Cuchilla Connect acts as an independent controller for personal data processed in connection with:

- creating and managing customer accounts, including 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 commercial communications to prospects and customers;

- website analytics and cookies;
- recruitment and other HR-related processing.

3.2 Where we act as processor

When a club, as our customer and acting as controller, uses the Platform to manage its players and members, Cuchilla Connect acts as a processor. In that capacity:

- we process player and member data strictly on the documented instructions of the customer;
- the customer determines the purposes and means of the processing;
- our rights and obligations are governed by a Data Processing Agreement entered into with each customer;
- player data subjects should direct privacy requests to the relevant club in the first instance.

If you are a player or member of a club 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 obligations under the Data Processing Agreement.

3.3 Data protection officer

Cuchilla Connect is not required to appoint a data protection officer under Article 37 GDPR and has not appointed one. Responsibility for data protection sits with the management board. All privacy enquiries should be sent to info@cuchilla.nl.

4. Personal data we process

4.1 Customer and account data (as controller)

When a club registers and uses the Platform, we process the following categories of data about the club and its authorised users:

- **Organisation details:** legal name, trading name, address, Chamber of Commerce number, and VAT number.
- **Contact persons:** full name, job title, email address, and telephone number.
- **Account credentials:** username, hashed password, and multi-factor authentication settings.
- **Billing information:** invoice address, tokenised payment method reference, and transaction history. We do not store full payment card numbers.
- **Usage data:** login timestamps, feature usage, session duration, IP address, and browser and device information.
- **Support records:** tickets, correspondence, and feedback submitted to us.

4.2 Player and member data (as 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:

- **Identity:** first name, last name, and display name.
- **Contact details:** email address, telephone number including any WhatsApp number, and postal address.
- **Profile:** date of birth, gender, skill level or rating, and profile photograph where provided.
- **Booking and activity:** court reservations imported from booking systems, match history, tournament participation, and check-in records.
- **Segmentation:** club-defined tags, groups, status labels, churn risk scores generated by our AI features, and communication preferences.
- **Consent records:** opt-in and opt-out timestamps for email, WhatsApp, and SMS communications.
- **Communication records:** campaigns and messages sent, delivery status, and open and click events.

4.3 Technical and platform data

- IP addresses and approximate geolocation at country or city level;
- server-side access logs and error logs;
- API request and response metadata, excluding full payload content;
- audit trail data for security and compliance purposes.

4.4 Website and cookie data

Our website uses cookies and similar technologies, in summary:

- **Strictly necessary cookies:** required for the website and Platform to function. No consent is required.
- **Analytical cookies:** used to understand how visitors interact with our website, such as page views and session duration. Consent is required.
- **Marketing cookies:** used to measure campaign effectiveness. Consent is required.

5. Purposes and legal bases

We process personal data only where we have a valid legal basis under Article 6 GDPR. The following table summarises our processing activities as 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 or anonymised data; 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 under Dutch fiscal law; responding to lawful requests from regulatory authorities or law enforcement; meeting data breach notification obligations.
Consent (Art. 6(1)(a))	Sending marketing newsletters and promotional communications; placing non-essential cookies; any other processing for which we explicitly request consent.

Where we rely on legitimate interests, we have carried out a balancing assessment to confirm that our interests do not override the rights and freedoms of the individuals concerned. Documentation of that assessment is available on request.

6. Special categories of personal data

We do not intentionally collect or process special categories of personal data within the meaning of Article 9 GDPR, such as data concerning health, biometric data, religious beliefs, or political opinions, through the Platform.

If a club uploads such data, the club, as controller, is responsible for ensuring that an appropriate legal basis and condition for processing exists. Clubs are advised not to enter special category data into the Platform unless strictly necessary and properly authorised. This includes information about injuries, medical conditions, or dietary requirements that may be recorded in free-text fields.

7. Children's data

The Platform is intended for use by adults and business entities. We do not knowingly process the personal data of children under the age of 16 without verifiable consent from a parent or guardian.

Where a club registers members who are minors, for example participants in a youth academy, the club is responsible as controller for obtaining the necessary consents under Article 8 GDPR and applicable national law. Cuchilla Connect processes such data solely as a processor on the club's instructions. Clubs should take particular care when configuring automated messaging to segments that may include minors.

8. Integrations and data sources

The Platform integrates with third-party systems at the instruction and authorisation of our customers. Reference to a third-party system in this Policy does not imply any endorsement or partnership, unless expressly stated.

8.1 Booking and club management systems

Clubs that use a supported booking system, including Playtomic, Bookaball, Padel Mates, and MATCHi, may authorise us to import player profiles and booking data through the relevant API. Import occurs only following the club's explicit configuration and authorisation. Imported data is processed in accordance with the Data Processing Agreement in place with the club. Clubs are responsible for ensuring that the export of data from their booking system to the Platform is permitted under their agreement with that provider.

8.2 WhatsApp Business API

We integrate the WhatsApp Business API, operated by Meta, to enable clubs to send automated and personalised messages to their players. WhatsApp communications are sent only to contacts who have given valid consent to receive them. Clubs are responsible for obtaining, maintaining, and evidencing that consent. Message content and metadata are processed by Meta in accordance with its own terms and privacy documentation.

8.3 Email and SMS delivery

We use third-party transactional and marketing email providers to deliver email communications configured by clubs. SMS delivery is handled through telecommunications partners operating within the EEA where reasonably possible. These providers act as our sub-processors and are bound by written data processing terms.

8.4 Future integrations

We may introduce additional integrations. This Policy will be updated accordingly, and customers will be informed of changes that materially affect the processing of their data.

9. Recipients and disclosures

We do not sell personal data. We share personal data only in the circumstances set out below.

9.1 Sub-processors

We engage sub-processors to help deliver our Services. All sub-processors are bound by written data processing agreements and are required to implement appropriate technical and organisational security measures. Our current categories of sub-processor are:

- **Cloud infrastructure providers:** hosting and storage, with infrastructure located in the EEA.
- **Email delivery providers:** transactional and marketing email dispatch.
- **Messaging providers:** WhatsApp and SMS message delivery.
- **Error tracking and monitoring:** application performance and error logging.
- **Customer support tooling:** helpdesk and ticketing systems.
- **Analytics providers:** aggregated usage analytics.
- **Payment processing:** PCI-DSS compliant payment providers. We do not store full card data.

A current list of named sub-processors is available on request at info@cuchilla.nl.

9.2 Customers acting as controllers

Player data processed through the Platform is accessible to the relevant club in its capacity as controller. Cuchilla Connect does not access, use, or disclose player data for its own purposes beyond what is necessary to provide and secure the Platform.

9.3 Professional advisers

We may share personal data with our accountants, auditors, insurers, and legal advisers where necessary and subject to appropriate confidentiality obligations.

9.4 Legal and 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 or court order, or where necessary to protect the rights, property, or safety of Cuchilla Connect, our customers, or others.

9.5 Corporate transactions

In the event of a merger, acquisition, investment, 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 that appropriate safeguards are in place.

10. International data transfers

Cuchilla Connect processes and stores personal data primarily within the European Economic Area. Personal data may be transferred outside the EEA where a sub-processor operates infrastructure or support functions in a third country, or where we provide the Services to customers established outside the EEA.

Where personal data is transferred outside the EEA, we ensure that appropriate safeguards are in place, including:

- **Standard Contractual Clauses:** as approved by the European Commission, applying the relevant module for the transfer in question.
- **Adequacy decisions:** where the European Commission has recognised the recipient country as providing an adequate level of protection.
- **Supplementary measures:** implemented where required following a transfer impact assessment.

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

11. Data retention

We retain personal data only for as long as necessary for the purposes for which it was collected, or for as long as required by law. Our standard retention periods are set out below.

Data category	Retention period	Notes
Customer account data	Contract term plus 7 years	Dutch fiscal retention obligation.
Billing and invoice records	7 years from invoice date	Statutory accounting requirement.
Player and member data (as processor)	As configured by the customer	Deleted within 90 days of contract termination, following a 30-day export window.
Security and audit logs	90 to 365 days	Depending on log type and security purpose.
Support records	3 years from resolution	Quality assurance and dispute resolution.
Marketing consent records	Until withdrawal plus 3 years	Evidence of the consent relied upon.
Website analytics data	13 months, rolling	Anonymised thereafter.
Cookie consent records	12 months	Consent is requested again after expiry.
Recruitment data	4 weeks after the procedure ends, or 1 year with consent	In line with Dutch guidance.

When personal data is no longer required, it is securely deleted or anonymised. Customers may request accelerated deletion of their data, subject to applicable statutory retention obligations.

12. Security

Cuchilla Connect implements appropriate technical and organisational measures to protect personal data against unauthorised access, accidental loss, destruction, alteration, or disclosure. These measures are reviewed periodically and adjusted in line with the state of the art, the cost of implementation, and the risks presented by the processing.

12.1 Technical measures

- encryption of personal data in transit using TLS, and encryption at rest;
- role-based access controls applied on a least-privilege basis;
- multi-factor authentication for administrative and production system access;
- logical separation of customer data;
- audit logging of access to production systems;
- regular application of security updates and dependency patching.

12.2 Organisational measures

- privacy by design and by default applied in our development process;
- data protection impact assessments carried out for high-risk processing activities;
- confidentiality obligations and data protection training for personnel with access to personal data;
- documented incident response and personal data breach procedures;
- contractual data protection requirements imposed on all sub-processors.

12.3 Personal data breach notification

In the event of a personal data breach for which we are the controller, we will notify the Autoriteit Persoonsgegevens without undue delay and, where feasible, within 72 hours of becoming aware of the breach, in accordance with 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 the affected data subjects without undue delay, in accordance with Article 34 GDPR.

Where we act as processor, we will notify the relevant customer without undue delay after becoming aware of a breach affecting that customer's data, and will provide reasonable assistance to enable the customer to meet its own notification obligations.

13. Your rights

Individuals have the following rights in respect of their personal data. These rights apply to data for which Cuchilla Connect acts as controller. For data processed on behalf of a club, where we act as processor, requests should be directed to the relevant club.

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

To exercise any of these rights, please contact us at info@cuchilla.nl. We will respond within one calendar month of receiving your request. We may ask you to verify your identity before we act on a request. Where requests are complex or numerous, we may extend this period by a further two months and will inform you of the extension and the reasons for it.

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

14. Marketing and commercial communications

14.1 Communications from Cuchilla Connect

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 opt-in consent before sending such communications. Existing customers may receive relevant service and product communications on the basis of legitimate interests, subject to a clear opt-out mechanism in every message.

You can unsubscribe at any time using the unsubscribe link in any message, or by contacting info@cuchilla.nl. Unsubscribe requests are processed without undue delay and in any event within 10 business days.

14.2 Customer responsibilities for player communications

When clubs use the Platform to communicate with their players and members by email, WhatsApp, or SMS, the club acts as controller and is solely responsible for:

- ensuring that a valid legal basis exists for each communication channel used;
- maintaining accurate and current consent records;
- honouring unsubscribe and opt-out requests without undue delay;
- complying with the Dutch Telecommunications Act (Telecommunicatiewet), the EU ePrivacy Directive, and the terms of each messaging platform, including the WhatsApp Business Policy.

Cuchilla Connect provides tools to help clubs manage consent and preference records. Providing those tools does not transfer legal responsibility for compliance to Cuchilla Connect.

15. AI features and automated processing

The Platform includes AI-assisted features such as churn risk scoring, campaign copy suggestions, segmentation suggestions, and send-time recommendations. These features are designed to assist club operators. They do not produce legal effects concerning individuals or similarly significantly affect them without human review.

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

If a club uses AI-assisted features in a manner that could constitute automated decision-making within the meaning of Article 22 GDPR, the club, as controller, is responsible for ensuring compliance, including providing appropriate information to data subjects and implementing suitable safeguards.

We do not use player data to train our AI models beyond aggregated and anonymised pattern analysis. Individual player data is not shared between customers and is not used to build profiles outside the context of the relevant club's account.

16. Cookies and tracking technologies

Our website and Platform use cookies and similar technologies, including 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 consent banner allowing you to accept or decline non-essential cookies. You can change your preferences at any time using the cookie settings link in the website footer. Strictly necessary cookies cannot be disabled, as they are essential for the website and Platform to function.

17. Third-party links and services

Our website and Platform may contain links to third-party websites and services. Following such a link takes you to a site outside our control. We are not responsible for the privacy practices or content of those sites and encourage you to read their privacy policies.

18. 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 shown at the top of this document and on our website.

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

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.

19. Contact

For any question, request, or concern regarding this Privacy Policy or our processing of personal data, please contact:

Company	Cuchilla Connect B.V.
Address	Tweede Anjeliersdwarsstraat 8-C, 1015 NT Amsterdam, Netherlands
Chamber of Commerce	KvK 94188939
Email	info@cuchilla.nl
Website	www.cuchillaconnect.com
Supervisory authority	Autoriteit Persoonsgegevens — www.autoriteitpersoonsgegevens.nl

We aim to respond to privacy 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.

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