

Terms of Service

1. General Terms of Service for KakTaxi

These Terms of Service (hereafter - “Terms”) are intended for Internet users (hereafter - “User”) who wish to order taxi services using the SIA “KAK” www.kaktaxi.lv site or the mobile app (hereafter - KakTaxi Service).

When the User starts to use the Service and/or individual functions of the Service, it is assumed that the User has accepted these Terms, as well as the totality of the Regulating Documents without any objections or exceptions. If the User does not agree to any of the terms and/or the totality of the Regulating Documents, then the User may not use the KakTaxi Service.

The KakTaxi Service offers the User the ability to upload information (free of charge) about potential requests for passenger and baggage transport services, as well as the ability to review information about companies that offer such services, and to search for such services according to parameters defined by the User. These Terms apply to all of the functions currently offered by the KakTaxi Service, as well as any new functions or services that might be offered in the future.

Depending on the region where the User is located, some or all of the KakTaxi Service functions might not be available or might be limited. Functions are assumed to be unavailable (limited) for a specific region if the User is unable to actually use them. It is prohibited to attempt to bypass such limitations using technical or software methods. The clauses of these Terms that regulate KakTaxi Service functions that are unavailable (limited) for the User only apply once such functions become actually available for the User. Information about the availability of Service functions for a specific region can be provided to the User on request, by sending an e-mail to the KakTaxi Service address klientu-pieprasijums@kaktaxi.lv

In order to avoid any doubt, the KakTaxi Service does not provide passenger or baggage transport services or informational dispatcher services. The users can ask any questions about the KakTaxi Service use by submitting them by e-mail to the address klientu-jautajumi@kaktaxi.lv

By using the KakTaxi Service, the User agrees to receive advertising messages. The User can opt out of receiving advertising messages by using the corresponding KakTaxi Service functions or by following the instructions contained in the advertising message received.

2. Using the KakTaxi Service.

The KakTaxi Service is provided to the User for personal, non-commercial use.

Information about passenger and baggage transport services (hereafter - “Information”) is provided by the KakTaxi Service partners. In order to obtain more detailed information about the services offered (including information about the presence of Wi-Fi access points in the taxi vehicle, recording photo/video recordings in the taxi vehicle by partners of the Rights Holder, or other information), the User can contact the KakTaxi Service partners or submit the User’s contact information by using the

KakTaxi Service functions that allow the KakTaxi Service partners to establish a permanent contact with the User and provide him/her with information about the services offered.

General terms for baggage transportation:

- The baggage transportation terms are defined by the individual KakTaxi Service partners and they can differ depending on the specific KakTaxi Service partner that is providing the transportation services.
- All KakTaxi Service partners allow baggage transportation in the passenger or baggage compartment if the dimensions and weight of the baggage do not exceed 40 x 40 x 20 cm and 8 kg.
- All KakTaxi Service partners allow the transportation of 2 baggage units in the baggage compartment with the condition that the dimensions and weight of each baggage unit do not exceed 100 x 50 x 80 cm and 20 kg.
- It is prohibited to transport baggage that does not fit in the baggage compartment.
- The KakTaxi Service allows the User to ascertain detailed baggage transportation terms by contacting the specific KakTaxi Service partner during the order submission process.

The KakTaxi Service, at its discretion, reserves the right to limit the User's access to the KakTaxi Service (or specific Service functions, if technologically possible), using the User's registration account, or entirely block the User's registration account, if the User has repeatedly violated these Terms, or otherwise sanction the User in order to comply with the law or protect the rights and legal interests of third parties.

During periods of increased taxi service request volumes (including on pre-holiday days, large public events, or other cases), KakTaxi Service rates might be increased. The User can review the current rates and their modifications using the KakTaxi Service site www.kaktaxi.lv.

Passenger and baggage transportation services according to the Standard, Comfort and Business rates, and other KakTaxi Service rates are provided with different types of vehicles. Vehicles are assigned to the different classes automatically, on the basis of vehicle parameters provided by the KakTaxi Service partners.

If the User declines the transportation services after the vehicle has arrived at the pick-up point indicated by the User, the taxi service charges a commission fee for annulling the order. The amount of this commission fee is calculated according to the transportation service prices for the period of time between the moment when the vehicle has actually arrived at the pick-up point or the moment indicated in the notification sent by the taxi service to the User (depending on which of these occurred later) and the moment when the User declined the transportation services. The User may decline the transportation services by sending the taxi service a notification through the KakTaxi Service. Unless the specific taxi service terms of use or the agreement between the User and the representative of the taxi service (the vehicle driver) state otherwise, it is assumed that the User has declined the transportation services if the User did not step into the vehicle that arrived at the pick-up point indicated by the User within 10 (ten) minutes, including the waiting time that is included in the rate for the specific transportation services. The commission fee for

declining transportation services from the airport is calculated by taking into account the additional fee for vehicle arrival at a pick-up point outside of the city territory, according to the corresponding transportation services rate.

The vehicle driver may cancel the accepted ride for the following reasons:

- The client does not arrive within 5 minutes of the driver arriving at the pick-up address.
- The client is noticeably intoxicated or attempts to damage or soil the vehicle, or attempts to endanger the driver.
- The driver has met with technical problems or accidents, or the driver is held up by the police.
- The driver has accepted the order by mistake and cannot offer the service at that point in time.

3. The KakTaxi Service cashless payment function in connection with passenger and baggage transportation

The User can pay for passenger and baggage transportation services provided to the User through the KakTaxi Service (on the basis of information provided by the User for a potential service request) using the following means:

- Directly to the taxi service (including in cash or using any other means provided by the specific taxi service, if any, hereafter in the text of these Terms and in the KakTaxi Service interface text referred to as “Cash”). This form of payment is performed without the participation of the KakTaxi Service and is not subject to these Terms.
- The User could have access to a cashless payment function with a connected bank card. In that case the KakTaxi Service acts on behalf of the corresponding taxi service or on some other legal basis by using the services of an authorized payment operator or electronic money operator or other parties that perform payment operations or informational interaction services, and receives the payment as an agent of the taxi service or otherwise (hereafter - “Cashless payment”). KakTaxi does not provide any guarantees about the absence of errors or problems for the KakTaxi Service in relation to Cashless payments.

Depending on the User’s region, Cashless payments can be made without the participation of the KakTaxi Service (as payment receiver), or through the participation of the KakTaxi Service as a participant of other payments or participant of informational interaction.

The specific form of payment can be selected by the User in the KakTaxi Service interface. If Cashless payments are unavailable for any reason (including but not limited to short-term unavailability of this function, temporary or permanent inability to make cashless payments using the Connected card, lack of funds in the Connected card), the User pledges to make the payment in Cash.

When making Cashless payments, it is possible to make a single transaction for the entire price of the passenger and baggage transport services, or several transactions for only part of the price, both during the ride and after the ride.

When making Cashless payments, in addition to price for the passenger and baggage transportation services, the User, at his/her own discretion, can make an additional voluntary cashless payment for the taxi service in proportion to the price for the passenger and baggage transportation services (hereafter in the text of these Terms and in the Service interface text - “Tip”).

The User indicates the Connected bank card in the interface of the KakTaxi Service, through submitting the following data:

- the number of the bank card;
- the term of validity;
- the card security code.

If the bank card data is correct, valid and if it is technically possible to use the card for the KakTaxi Services, then the indicated bank card receives the status of a Connected card and may be used for Cashless payments. All of the Connected cards are displayed in the KakTaxi Service interface. For the convenience of the User, the last 4 digits of the number of the Connected card are shown in the interface.

When the User adds a Connected card, as well as when the User selects a cashless payment function for a specific ride, an amount equal to the planned ride cost is withdrawn in order to ascertain the exactness and validity of the Connected card data; if the transaction is successful, the amount is returned to the User. An unsuccessful attempt to withdraw this amount means that the Connected card cannot be added and/or the cashless payment function is unavailable.

When adding the Connected card, as well as at any later time the User can use the KakTaxi Service interface to determine and/or change the amount of the Tip. The User can change the amount of the Tip for a specific ride after the end of the ride by using the Service interface.

The User performs Cashless payments with the participation of an authorized payment operator or electronic money operator and such payments are regulated according to the terms of the international payment system, the involved banks (including the issuer of the Connected card) and other payment participants.

By indicating his/her data and further using the Connected card, the User confirms and guarantees that the provided information about the bank card issued in the User’s name is correct and complete; and that the User complies with the international payment system terms and the requirements of the bank that issued the Connected card, including in connection with the procedure for performing cashless payments.

The User understands and agrees that it is assumed that all operations performed in the framework of the KakTaxi Service using the User’s confirmed mobile phone number, including operations for cashless payments using the Connected bank card, are performed by the User.

If the User does not agree that a cashless payment has been performed and/or does not agree to the amount of the cashless payment, or in case of any other questions in connection with the use of the Connected card in the framework of the KakTaxi Service, the User can contact SIA “KAK” using the support service interface (feedback) and/or

by sending a message to klienti-apmaks@kaktaxi.lv within 14 days of making the cashless payment or performing any other operations or any other events that form the basis of the complaint (notification).

Once such a complaint (notification) is received, SIA "KAK" performs a verification, and if SIA "KAK" makes the decision to fully or partly repay the amount of the cashless payment, then the money is repaid to the bank account that corresponds to the bank card used for the cashless payment. The money is returned with the participation of the authorized payment operator or electronic money operator and is regulated according to the terms of the international payment system, the involved banks (including the issuer of the Connected card) and other payment participants. If SIA "KAK" has not acted as a participant for the payment with the Connected card, SIA "KAK" may act as a person who transmits the User's request to the taxi services, dispatcher services or other persons who received the payment performed using the Connected card.

The fee for taxi services and the commission fee make up the liability of the User. If the User does not pay the commission fee then it is recovered through undisputed compulsory execution (using third party services).

SIA "KAK" reserves the right to request the User, at any point, to confirm the data that the User has submitted to the KakTaxi Service, including the Connected card data, and in this connection to request confirming documents (including personal identification documents). If such documents are not submitted, SIA "KAK", at its discretion, may consider such failure to submit documents to be comparable to submission of false information, leading to the legal consequences described in these Terms. The terms and conditions described in this section in connection with payments for passenger and baggage transportation services and their procedure do not apply if such payments are made by a third party on the basis of a separate agreement concluded between this third party and SIA "KAK".

If a dispute exists between the passenger and the taxi driver who provides the services using the SIA "KAK" app, then the passengers can use the free-of-charge internal client support system to resolve the dispute, by sending a message to klientu-atbalsts@kaktaxi.lv. The passengers can also use the Out-of-court Consumer Dispute Database of the Consumer Rights Protection Centre <https://www.ptac.gov.lv/lv/arpustiesas-pateretaju-stridu-risinataju-datubaze>.

4. Particulars of Kak Taxi

- SIA "KAK", registration number 40103648886
- Address: Riga, Daugavgrīvas iela 70 k-5 - 39, LV-1007
- e-mail: support@kaktaxi.lv

Privacy Policy

We are glad that you have expressed interest about our company. SIA “KAK” highly prioritizes data protection. It is possible to use the SIA “KAK” software without submitting personal data: but if the data subject wishes to use specific services provided by our company through our Internet site, it may be necessary to process personal data. Usually, when it is necessary to process personal data and there is no legal basis for such processing, we ask for a permission from the data subject.

The processing of personal data, for example, the name and surname of the data subject, their address, e-mail address or phone number, is performed strictly in accordance with the General Data Protection Regulation (hereafter - GDPR) and the national data protection provisions that are applicable to SIA “KAK”. With this data protection notification SIA “KAK” aims to notify the public about the manner in which SIA “KAK” collects, uses and processes personal data, as well as the scope and purpose of any processing. This data protection notification also informs data subjects about their rights.

SIA “KAK” as a personal data processor has implemented several technical and organizational measures in order to ensure the most complete possible protection of personal data in relation to data processing on this Internet site. However, data transmission on the Internet may have inherent security drawbacks therefore we cannot guarantee absolute protection. For this reason, any data subject can choose to submit to us their personal data using alternative means, for example, during a telephone conversation.

1. Definitions

The SIA “KAK” data protection notification is based on the terms that the European legislator has used for the purposes of GDPR. The SIA “KAK” data protection notification should be available and intelligible for the general population, as well as our clients and business partners. In order to ensure this, SIA “KAK” would first like to explain the terminology used in this policy.

In this data protection notification SIA “KAK” uses (among others) the following terms:

- a) personal data – ‘personal data’ means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- b) data subject – ‘data subject’ is any identified or identifiable natural person whose personal data is processed by the controller responsible for such processing.
- c) processing – ‘processing’ means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or

otherwise making available, alignment or combination, restriction, erasure or destruction.

d) restriction of processing – ‘restriction of processing’ means the marking of stored personal data with the aim of limiting their processing in the future.

e) profiling - ‘profiling’ means any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyze or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behavior, location or movements.

f) pseudonymisation – ‘pseudonymisation’ means the processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organizational measures to ensure that the personal data are not attributed to an identified or identifiable natural person.

g) controller or the controller responsible for processing – ‘controller’ or ‘the controller responsible for processing’ means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

h) processor - ‘processor’ means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

i) recipient - ‘recipient’ means a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not. However, public authorities which may receive personal data in the framework of a particular inquiry in accordance with Union or Member State law shall not be regarded as recipients; the processing of those data by those public authorities shall be in compliance with the applicable data protection rules according to the purposes of the processing.

j) third party - ‘third party’ means a natural or legal person, public authority, agency or body other than the data subject, controller, processor and persons who, under the direct authority of the controller or processor, are authorized to process personal data.

k) consent – ‘consent’ of the data subject means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of personal data relating to him or her.

2. Name and surname/name and address of the Controller

According to the General Data Protection Regulation (GDPR), other data protection legislation applicable in the European Union Member States and other data protection regulations, the Controller is:

- SIA “KAK”, registration number 40103648886
- Address: Rīga, Daugavgrīvas iela 70 k-5 - 39, LV-1007
- E-mail: support@kaktaxi.lv
- Internet site: www.kaktaxi.lv

3. Collection of general data and information

When the data subject or an automated system visits the SIA “KAK” web site, a series of general data and information is collected. Such general data and information are stored in the server log files. The following data may be collected:

- 1) browser software type and version;
 - 2) operating system used by the accessing system;
 - 3) the web site from which the accessing system has been directed to our web site (so-called referrers);
 - 4) the web site sub-pages;
 - 5) the date and time of accessing the web site;
 - 6) the Internet provider for the accessing system;
- and 7) any similar data and information that could be used in case our IT systems are attacked.

SIA “KAK” does not use such general data and information to make any conclusions about the data subject. This information is rather required in order to:

- 1) correctly present the content of our web site;
 - 2) optimize the content of our web site, as well as advertising;
 - 3) ensure the long-term viability of our IT systems and web site technology
- and 4) provide to law enforcement agencies information required for investigations in case of cyberattacks.

For these reasons SIA “KAK” analyzes the anonymously collected data and information statistically with the goal of improving our company data protection and data security, and ensuring an optimal personal data protection level. The anonymous data in the server log files are stored separately from any personal data provided by the data subject.

4. Registration on our web site

In some cases the data subject is given the opportunity to register in the controller’s web site by indicating his/her personal data. The input mask used for registration determines which personal data is sent to the controller. The personal data entered by the data subject is stored and collected only for the internal use of the controller and for the controller’s needs. The controller may request data transfer to one or several data processors (for example, packet services) who also use the personal data for internal purposes that can be applicable to the controller.

During registration in the controller's web site, the registration date and time is also stored. Such data are stored because that is the only way in which we can prevent the abuse of our services and, if necessary, investigate the violations committed. Such data must be stored for the security of the controller. Such data are not transferred to third parties unless the law requires the data to be transferred or if the data are transferred for criminal investigation purposes.

Data subject registration with voluntary submission of personal data is provided in order for the controller to be able to offer the data subject content or services that can only be offered to registered users due to the nature of the content or services. The registered users can at any time freely change the personal data submitted during registration or completely delete the data from the controller's data storage.

The data controller, upon request from the data subject, will at any time provide information about the stored personal data of the data subject. Furthermore, the data controller will correct or delete any personal data on request of the data subject or upon receiving instructions from the data subject, unless the law defines a duty for data storage. The data subject is provided all the necessary contact information for the data controller's employees.

5. Subscribing to our informative messages

Upon applying to the SIA "KAK" service, the users have the option of subscribing to the informative messages of our company. The input mask used for this purpose determines which personal data are transferred, as well as the time when the informative message is sent by the controller.

SIA "KAK" regularly uses the informative messages to notify its clients and business partners about the company offers. The data subject can only receive the informative messages from the company if: 1) the data subject has a valid e-mail address and 2) the data subject has performed registration for receiving the informative messages. For legal purposes the confirmation e-mail is sent to the e-mail address that the data subject initially registered for receiving informative messages, using the double application procedure. This confirmation e-mail is used to prove whether the owner of the e-mail address (who is the data subject) is authorized to receive the informative messages.

When the user registers for receiving informative messages, we also store the registration date and time. It is necessary to collect such data in order to understand the possible abuse of the data subject's e-mail address in the future, and therefore it serves the legal interest of the controller to ensure his own security.

Personal data collected during registration for receiving informative messages will only be used for sending our informative messages. The subscribers to the informative messages can also be notified by e-mail if this is required for the operation of the informative message service or for performing the registration, in case of making changes to the informative message service or making technical changes. The personal data collected as part of the informative message service will not be transferred to third parties. The data subject can at any time cancel the informative message service. The consent for storing personal data that the data subject gives for purposes of receiving informative messages can be revoked at any time. Each informative message contains

a corresponding link for revoking the consent. The informative message service can also be cancelled at any time on the controller's web site or by otherwise notifying the controller.

6. Informative messages - tracking

The SIA "KAK" informative messages contain the so-called tracking pixels. A tracking pixel is a miniature graphical element that is embedded in e-mails sent in an HTML format in order to ensure the recording and analysis of log files. This allows statistically analyzing the successes or failures of online marketing campaigns. Using the embedded tracking pixel, SIA "KAK" can find out if and when the data subject has opened the e-mail and which links in the e-mail the data subjects have viewed.

The controller stores and analyzes the personal data collected in the tracking pixels contained in the informative messages in order to optimize the delivery of the informative messages and to better adapt the content of further informative context to the interests of the data subjects. Such personal data are not transferred to third parties. Data subjects have the right to cancel the corresponding separate consent message (issued using the double choice procedure) at any time. After cancelling, the data controller deletes such personal data. SIA "KAK" automatically assumes that a user declining to receive informative messages has performed such cancellation.

7. Possibility to communicate using the web site

The SIA "KAK" company web site contains information that allows the users to quickly contact us electronically, as well as directly contact us using our general e-mail address. If the data subject contacts the data controller through e-mail or using the communication form, then the personal data sent by the data subject are automatically stored. Such personal data voluntarily sent by the data subject to the data controller are stored for purposes of processing or for purposes of contacting the data subject. Such personal data are not transferred to third parties.

8. Regular deletion and blocking of personal data

The data controller processes and stores personal data only during the period that is required for the specific purpose of data storage, or as long as allowed by the European Union legislator or other legislators according to the legislation that is applicable to the data controller.

If the purpose of storage is not applicable or if the storage term defined by the European Union legislator or other legislators has passed, then the personal data are regularly deleted according to legal requirements.

9. Rights of the data subject

a) rights of confirmation – each data subject may use the rights established by the European Union legislator to receive from the data controller a confirmation of the fact that the data subject's data is being processed. If the data subject wishes to use these rights of confirmation, then he/she can contact the controller at any time.

b) rights of access – each data subject may use the rights established by the European Union legislator to receive from the data controller free-of-charge information about

his/her personal data that is stored at any given time and a copy of such data. Furthermore, the European directives and regulations grant the data subject access to such information:

- o the purposes of the processing;
- o the categories of personal data concerned;
- o the recipients or categories of recipients of the personal data to whom the personal are or will be disclosed, in particular recipients in third countries or international organizations;
- o if possible, the period for which the personal data will be stored, or if that is not possible, the criteria used to determine that period;
- o the existence of the right to request from the controller access to and rectification or erasure of personal data or restriction of processing concerning the data subject and to object to processing;
- o the right to lodge a complaint with a supervisory authority;
- o if the personal data is not collected from the data subject, any available information about their source;
- o the existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) of GDPR and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such processing for the data subject.

Additionally the data subject has the right to obtain information about whether the personal data are transferred to a third country or international organizations. In that case the data subject can demand information about the corresponding security measures that are applied to the data transfer.

If the data subject wishes to use such rights of access, he/she can contact us at any time.

c) right to rectification – according to the European legislator, the data subject has the right to obtain from the controller without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the data subject has the right to have incomplete personal data completed, including by means of providing a supplementary statement.

If the data subject wishes to use such rights of rectification, he/she can contact us at any time.

d) right to erasure ('right to be forgotten') – according to the European legislator, the data subject has the right to obtain from the controller the erasure of personal data concerning him or her without undue delay and the controller has the obligation to erase personal data without undue delay where one of the following grounds applies and unless processing is required:

- o the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;

- o the data subject withdraws consent on which the processing is based according to point (a) of Article 6(1), or point (a) of Article 9(2) of GDPR, and where there is no other legal ground for the processing;
- o the data subject objects to the processing pursuant to Article 21(1) of GDPR and there are no overriding legitimate grounds for the processing, or the data subject objects to the processing pursuant to Article 21(2) of GDPR;
- o the personal data have been unlawfully processed;
- o the personal data have to be erased for compliance with a legal obligation in Union or Member State law to which the controller is subject;
- o the personal data have been collected in relation to the offer of information society services referred to in Article 8(1).

If any of the reasons listed above is applicable and the data subject wishes to request the erasure of personal data stored by SIA “KAK”, then he/she may at any time contact us using the e-mail address indicated above. An employee of SIA “KAK” will immediately ensure that the request for erasure is implemented without delay.

If the controller has published personal data and according to Article 17(1) the controller must erase personal data, the controller, taking into consideration available technology and implementation costs, makes reasonable efforts, including technical efforts, to notify other controllers that process personal data that the data subject has requested and inform them that they must delete any links to personal data and the copies and replications of such data, as far as processing is not required. In special cases the SIA “KAK” employees will organize the necessary measures.

e) right to restriction of processing – according to the European legislator, the data subject has the right to obtain from the controller restriction of processing where one of the following applies:

- o the accuracy of the personal data is contested by the data subject, for a period enabling the controller to verify the accuracy of the personal data;
- o the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead;
- o the controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defense of legal claims;
- o the data subject has objected to processing pursuant to Article 21(1) of GDPR pending the verification whether the legitimate grounds of the controller override those of the data subject.

If any of the conditions listed above applies and the data subject wishes to request the erasure the restriction of personal data stored by SIA “KAK”, then he/she may at any time contact us using the e-mail address indicated above. An employee of SIA “KAK” will organize the restriction of data processing.

f) right to data portability– according to the European legislator, the data subject has the right to receive the personal data concerning him or her, which he or she has provided to a controller, in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the controller to which the personal data have been provided, where the processing is based on consent pursuant to point (a) of Article 6(1) or point (a) of Article 9(2) of GDPR or on a contract pursuant to point (b) of Article 6(1) of GDPR ; and the processing is carried out by automated means, unless processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.

Furthermore, in exercising his or her right to data portability pursuant to Article 20(1) of GDPR, the data subject has have the right to have the personal data transmitted directly from one controller to another, where technically feasible, and unless such actions would negatively affect the rights and freedoms of other persons.

In order to use the rights to portability, the data subject can at any time contact any employee of SIA “KAK”.

g) right to object – each data subject has the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her which is based on point (e) or (f) of Article 6(1) of GDPR, including profiling based on those provisions.

SIA “KAK” shall no longer process the personal data unless we can demonstrate compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defense of legal claims.

If SIA “KAK” processes personal data for direct marketing purposes, the data subject has the right to object at any time to processing of personal data concerning him or her for such marketing, which includes profiling to the extent that it is related to such direct marketing. If the data subject objects to SIA “KAK” processing personal data for direct marketing purposes, then SIA “KAK” will no longer process personal data for such purposes.

Furthermore, if SIA “KAK” processes personal data for scientific or historical research purposes or statistical purposes pursuant to Article 89(1) of GDPR, the data subject, on grounds relating to his or her particular situation, has the right to object to processing of personal data concerning him or her, unless the processing is necessary for the performance of a task carried out for reasons of public interest.

In order to use his/her right to object, the data subject can directly contact employees of SIA “KAK”. In the context of the use of information society services, and notwithstanding Directive 2002/58/EC, the data subject may exercise his or her right to object by automated means using technical specifications.

h) automated individual decision-making, including profiling – each data subject has the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly

affects him or her, unless such a decision: 1) is necessary for entering into, or performance of, a contract between the data subject and a data controller, or 2) is authorized by Union or Member State law to which the controller is subject and which also lays down suitable measures to safeguard the data subject's rights and freedoms and legitimate interests; or 3) is based on the data subject's explicit consent.

If the decision 1) is necessary for entering into, or performance of, a contract between the data subject and a data controller, or 2) is based on the data subject's explicit consent, then SIA “KAK” will implement suitable measures to safeguard the data subject's rights and freedoms and legitimate interests, at least the right to obtain human intervention on the part of the controller, to express his or her point of view and to contest the decision.

In order to use his/her rights in relation to automated individual decision-making, the data subject can at any time directly contact employees of SIA “KAK”.

i) right to withdraw consent – each data subject has the right to withdraw his/her consent to data processing at any time.

In order to use his/her rights to withdraw consent, the data subject can at any time directly contact employees of SIA “KAK”.

10. Data protection on submitting applications and during application procedures

The data controller collects and processes the personal data of applicants for purposes of processing applications. Such processing can also be performed electronically. This particularly applies to cases when the applicant submits application documents to the controller by e-mail or using the application form on the web site. If the data controller signs an employment contract with the applicant, the submitted data are stored for employment relation management purposes according to requirements of applicable legislation. If the controller does not sign an employment contract with the applicant, the application documents are automatically deleted two months after notifying the rejection decision, unless deletion of data contradicts other legitimate interests of the controller. Such legitimate interests in the context of such relations could be, for example, the duty to provide proof in procedures connected to laws on equal treatment.

11. The legal basis for processing

Article 6(1) of GDPR serves as the legal basis for processing actions for which we receive consent for a specific processing purpose. If personal data processing is required in order to implement a contract to which the data subject is a party, for example, if processing actions are required for supplying products or providing any other service, then processing is performed on the basis of Article 6(1) (b) of GDPR. The same applies to processing actions that are required for measures before concluding a contract, for example, in order to answer questions about our products or services. If our company is legally required to perform personal data processing, for example, in order to comply with tax legislation, then processing is performed on the basis of Article 6(1) (c) of GDPR.^[1] In rare cases personal data processing can be required in order to protect essential interests of the data subject or other natural persons. This applies, for example, to cases when a guest has been injured in our company and his/her name, age, health

insurance data or other essential information must be provided to a doctor, hospital or other third party. In that case processing is performed on the basis of Article 6(1) (d) of GDPR.^[1] Finally, processing may be based on Article 6(1) (f) of GDPR. This legal basis is used for processing actions to which other legal basis does not apply, if data processing is required for implementing our legitimate interests or the legitimate interests of a third party, with the exception of cases when such legitimate interests override the data subject's interests, fundamental rights and freedoms that require personal data protection. Such processing actions are particularly allowed since they have been separately noted by the European legislator who believes that a legitimate interest can be taken into account if the data subject is a client of the controller (2nd sentence of Consideration 47 of GDPR).

12. Legitimate interests of the controller or a third party

If data processing is performed on the basis of Article 6(1) (f) of GDPR, then our legitimate interests consist in conducting our business: developing and promoting our products and services.

13. The period for storing personal data

The criterion for determining the period for storing personal data is the storage term defined by the law. After the end of such a term the corresponding data usually are deleted unless they are still required for the performance of the corresponding processing purpose.

14. Provision of personal data as a compulsory requirement or contractual requirement; requirements for concluding a contract; the obligation of a data subject to provide personal data; possible consequences for not providing such data.

We hereby clarify that the provision of personal data is partly required by legislation (for example, tax law and other laws) or might be required according to terms of a contract (for example, information about the contractual partner).

Occasionally it might be necessary to sign a contract according to which the data subject provides us his/her personal data which we then must process. The data subject has the obligation to provide to us his/her personal data when we conclude a contract with the data subject. The consequences of not providing personal data in that case would consist in the impossibility to conclude a contract with the data subject.

Prior to providing personal data the data subject must contact an employee of our company. The employee will provide to the data subject detailed information on whether the provision of personal data is required by law or by contract, whether it is necessary for concluding a contract, whether there exists a duty to provide personal data, and what are the consequences of not providing personal data.