

Terms of Use

1. General Terms and Conditions of the “KakTaxi” Service

These Terms of Use (hereinafter referred to as the “Terms”) are intended for the user of the Internet application (hereinafter referred to as the “User”) to enable them to order commercial passenger transportation by taxi and/or commercial passenger transportation by car (hereinafter referred to as the Vehicle) of SIA “KAK” www.kaktaxi.lv on the website or mobile application of the “KakTaxi” Service (hereinafter referred to as the “KakTaxi” Service).

Commercial passenger transportation by taxi - a service in which a passenger, upon agreement with the Service "KakTaxi", is taken to the place specified by the passenger, including a passenger transportation service that is offered, requested and confirmed using electronic communications services (including online on the website or mobile application) and for which payment is made in cashless form through the mobile application "KakTaxi" on the Service's website or in cash in a taxi according to the fare and surcharge registered on the taxi meter.

Commercial passenger transportation by car - a transportation service by car in addition to commercial passenger transportation by taxi, which is offered, requested and confirmed using only electronic means of communication online on a website or mobile application, and for which payment is made only in cashless form through the mobile application on the website of the Service "KakTaxi".

By starting to use the Service and/or its individual functions, the User shall be deemed to have accepted these Terms and Conditions, as well as the Regulatory Documents in full, without any objections or exceptions. In the event that the User does not agree with any of the Terms and Conditions and/or the Regulatory Documents, the User shall not have the right to use the “KakTaxi” Service.

The “KakTaxi” Service offers the User a free opportunity to place information about the User’s request for potential passenger and baggage transportation services, as well as to familiarize themselves with information about the offers of companies providing services in the specified area and to search for such offers according to the parameters specified by the User. All currently existing functions of the “KakTaxi” Service, as well as any kind of their development and (or) addition with new functions are the subject of these Terms.

Depending on the User's region, all or some of the functions of the Service “KakTaxi” may be unavailable or limited. Functions are considered unavailable (limited) for a User of a certain region if such User cannot use them in a real way. The use of any technical or software methods to circumvent these restrictions is prohibited. The clauses of these Terms that regulate the functions of the Service “KakTaxi” that are unavailable (limited) to the User shall not be used until such functions become available to the User in a real way. Information on the availability of the Service functions in a particular region is provided to the User upon his request, which the User sends to the e-mail address of the Service “KakTaxi” at klitustu-pieprasijums@kaktaxi.lv

To avoid misunderstandings and doubts, the Service “KakTaxi” does not provide passenger and baggage transportation services and information dispatch services. Users have the opportunity to ask questions about the use of the Service “KakTaxi” by writing via e-mail to klientuus-jautajumi@kaktaxi.lv

The User gives his/her consent to receive advertising communications by using the “KakTaxi” Service. The User has the right to refuse to receive advertising communications by using the

relevant functionality of the “KakTaxi” Service or by following the instructions specified in the received advertising communication.

2. Using the “KakTaxi” service, passenger and baggage transportation procedures

The “KakTaxi” service is offered to the User for personal, non-commercial use i.e.

Before requesting and approving taxi or passenger car commercial transportation services, the User must register their data on the “KakTaxi” Service website or mobile application.

Information about passenger and baggage transportation services, the number of passengers and/or baggage dimensions that can be carried by one vehicle during one trip and other parameters (hereinafter referred to as "Information") is provided by the "KakTaxi" Service, which the User becomes familiar with when registering in the mobile application or before entering access data on the "KakTaxi" Service website, which are described in the regulations on the procedure for transporting passengers and baggage.

To obtain more detailed information about the services offered (including information about the presence of a Wi-Fi access point in the Vehicle, photo/video recording in the Vehicle by the Rights Holder's partners, or other information), the User may contact the "KakTaxi" Service by submitting his/her contact information using the functional capabilities of the "KakTaxi" Service to ensure independent communication with the User and provide him/her with information about the services offered.

Drivers of the “KakTaxi” service undertake to transport luggage in accordance with the provisions of the Baggage Carriage Rules:

- The conditions for transporting luggage are determined by the “KakTaxi” service.
- The “KakTaxi” service allows the transportation of luggage, the size and weight of which does not exceed 40 x 40 x 20 cm and 8 kg, in the luggage compartment.
- The KakTaxi service allows the transportation of 2 pieces of luggage in the luggage compartment, provided that the size and weight of each piece does not exceed 100 x 50 x 80 cm and 20 kg.
- The “KakTaxi” service offers baggage transportation conditions, which can be viewed on the “KakTaxi” service website when placing an order.
- The carriage of luggage that does not fit in the luggage compartment is prohibited.

If the dimensions and weight of the luggage exceed certain dimensions and weight in accordance with paragraph 2 of these Terms and Conditions, the Driver of the Vehicle has the right to refuse to carry out the trip (fulfill the order), which means that the User must reimburse the costs incurred upon arrival at the starting point of the route.

The “KakTaxi” Service reserves the right, at its discretion, to restrict the User’s access to the “KakTaxi” Service (or to certain service functions, if technologically possible) using his/her account, or to completely block the User’s account if these Terms are violated several times, or to apply other measures to the User in order to comply with legal requirements or the rights and legitimate interests of third parties.

During periods of increased demand for Vehicle services (including pre-holiday days, days of mass events or other cases), the tariffs of the “KakTaxi” Service may be increased. The User can familiarize himself with the current tariffs by selecting the specific category in the mobile application profile, but the User is informed about their changes one day in advance by

receiving an SMS notification from the registered phone number of the “KakTaxi” Service +37120762776.

Passenger and baggage transportation services according to the "Standard", "Comfort", "Business" tariffs and other tariffs offered by the "KakTaxi" Service are provided with cars of various classes. The assignment of a car to one or another class is carried out automatically, based on the car parameters submitted by the partners of the "KakTaxi" Service.

In the event that the User cancels the transport services provided after the car arrives at the call point indicated by the User, the “KakTaxi” Service charges a commission for canceling the order. The amount of such commission is calculated analogously to the prices for transport services for the period from the actual arrival of the car to the call point or from the moment specified in the information notice sent to the User by the “KakTaxi” Service, from the moment of the car arriving at the call point (depending on which happened later) until the moment of the User’s cancellation of the transport services. The User cancels the transport services by sending an information notice via the “KakTaxi” Service website. Unless otherwise provided by the terms of the relevant Service “KakTaxi” or an agreement between the User and the representative (driver) of the Service “KakTaxi”, it is considered that the User has withdrawn from the transport services if the User has not boarded the car that arrived at the call point indicated by the User within 5 (five) minutes, including the waiting time provided for in the relevant transport service tariff. The commission fee for withdrawing from the transport services from the airport shall be calculated taking into account the additional fee for the car arriving at the call point outside the city territory, in accordance with the relevant transport service tariff.

The driver has the right to cancel the accepted trip for the following reasons; the customer will see the reason why the trip was canceled in their mobile app interface:

- The customer is under the influence of alcohol or takes the risk of damaging or soiling the car, or takes the risk of harming the driver's health.
- The driver has experienced technical problems or had a car accident, or has been subject to a police check.
- The driver has accepted the order in error and is currently unable to provide service.
- The customer did not arrive within 5 minutes of the driver arriving at the pickup address.
- The driver of the vehicle has the right to refuse to travel if the dimensions and weight of the luggage exceed certain dimensions and weight in accordance with the provisions of the baggage transportation rules in this clause.
- Other reasons.

In commercial passenger transportation by Vehicle, upon receiving a call from a passenger with mobility impairments, the “KakTaxi” Service, upon the order of the said passenger, provides a Vehicle that is not equipped with special equipment for the transportation of persons with mobility impairments, and a driver who will help such a passenger to board and disembark from the Vehicle. The Vehicle will have the ability to load the inventory of a passenger with mobility impairments in a folded form in the trunk, if the technical parameters of the Vehicle’s trunk allow loading the inventory in a folded form. In this case, the passenger must select the “Disabled” parameter in the mobile application or on the “KakTaxi” Service website, which indicates the transportation of a passenger with mobility impairments.

3. Payment options and functions of the “KakTaxi” service related to the transportation of passengers and luggage

The User has the opportunity to choose the payment method for the transportation service depending on the type of Vehicle, i.e. ordering a taxi or passenger car transportation service.

In the event that the transportation is organized by taxi, the opportunity will be provided to calculate the fare and make payment online on the “KakTaxi” Service website in full using cashless payments or to make payment at the end of the trip in the taxi using cash payments, as well as at the end of the trip, an electronically prepared invoice and information about the commercial transportation service received will be sent to the passenger's email address registered on the website or mobile application.

In the event that the transportation is organized by passenger cars, the opportunity to calculate the fare and make payment in full will be provided exclusively online on the “KakTaxi” Service website using cashless payments. At the end of the trip, an electronically prepared invoice and information about the received commercial transportation service and its components will be sent to the passenger's email address registered on the website or mobile application.

An electronically prepared invoice indicates information in accordance with the commercial transportation service received: boarding fee, fee per minute, fee per km, payment method, total amount for payment for the trip and amount withheld for payment in case of cashless payment or amount paid in case of cash payment, other current information, if it is mandatory to indicate it in accordance with applicable laws and regulations.

The User who chooses a taxi service makes a full payment either online in the “KakTaxi” Service interface or pays in cash at the end of the trip. The User who chooses a passenger car service makes a full payment exclusively online in the “KakTaxi” Service interface. The User independently chooses the payment method depending on the type of Vehicle (taxi or passenger car) at the time of placing the order.

In the event that the User changes the route after confirming the order by choosing a taxi service, the User pays for the additional route according to the taxi meter reading at the end of the trip in cashless form online in the “KakTaxi” Service interface, if this payment method was selected for payment of the order, or in cash, if this payment method was selected for payment of the order.

In the event that the User changes the route after confirming the order by choosing a passenger car service, the User pays for the additional route at the end of the trip based on the actual distance traveled according to GPRS (General Packet Radio Service) data in cashless form only online in the “KakTaxi” Service interface.

The User indicates the linked bank card in the “KakTaxi” Service interface, and the User is obliged to provide the following data:

- bank card user's name and surname;
- the user's bank card number;
 - the validity period of the user's bank card;
 - bank card security code (three digits).

The User is responsible for the accuracy and validity of the bank card user data. If the bank card data is entered correctly, validly and the use of this card within the framework of the “KakTaxi” Service is technically possible, the specified bank card acquires the status of the Linked Card

and can be used for non-cash payments. All Linked Cards are displayed in the “KakTaxi” Service interface. For the convenience of the User, the last 4 digits of the Linked Card number are displayed for the Linked Card.

When adding a Linked Card, as well as in the event that the User selects the cashless payment function for a specific trip, an amount equal to the estimated cost of the trip is debited, which is necessary to determine the accuracy and validity of the data of this Linked Card; if the transaction was successful, the specified amount is returned to the User. An unsuccessful attempt to debit the specified amount means that it is impossible to add this Linked Card, and (or) the unavailability of the cashless payment function, respectively.

When making a non-cash payment, choosing a taxi or a passenger car, together with the payment for the passenger and luggage transportation service, the User has the opportunity, at his own discretion, to also make an additional payment only in non-cash online in the “KakTaxi” Service interface in favor of the “KakTaxi” Service (hereinafter in the text of these Terms and the Service interface - “Gratuity”), the User does not have the right to make an additional payment “Gratuity” in cash.

When adding a Linked Card, as well as at any time after its addition, the User has the opportunity to determine and (or) change the amount of the Tip to be received through the “KakTaxi” Service interface. The User can change the amount of the Tip for a specific trip in the Service interface.

The User makes non-cash payments with the participation of an authorized payment acceptance operator or an electronic money operator, and it is regulated by the rules of international payment systems, banks (including the issuing bank of the Linked Card) and other settlement participants.

By providing their data and further using the Linked Card, the User confirms and guarantees that they provide true and complete information about the valid bank card issued in their name; that they comply with the rules of international payment systems and the requirements of the bank issuer that issued the Linked Card, including with regard to the procedure for making non-cash payments.

The User understands and agrees that all actions performed within the framework of the “KakTaxi” Service using his/her confirmed mobile phone number, including non-cash payments using the Linked Bank Card, are considered to be performed by the User.

In the event that the User does not agree with the fact and (or) amount of non-cash payment and with regard to other issues related to the use of the Linked Card within the framework of the “KakTaxi” Service, the User has the right to contact SIA “KAK” through the support service interface of the “KakTaxi” Service (feedback link) and/or by sending a message via klientuapmaksa@kaktaxi.lv within 5 (five) days from the date of payment made exclusively in non-cash or the date of other actions or events that became the reason for the notification.

If, according to the results of the check, after such a return, SIA “KAK” makes a decision to return the non-cash payment amount in full or in part, the said return shall be made to the bank account of the User’s bank card from which the non-cash payment was made. The procedure for returning funds shall be carried out with the participation of an authorized payment acceptance operator or an electronic money operator, and shall be regulated by the rules of international payment systems, banks (including the issuer of the Associated Card bank) and other settlement participants. In cases where SIA “KAK” is not a participant in settlements with

the Associated Card, SIA “KAK” may act as a person who transfers the User’s application in connection with the above- mentioned issues to the Vehicle, Service “KakTaxi”, other services or another person who is the recipient of the payment after the above-mentioned operation with the Associated Card.

The fee for the Vehicle Services and the commission amount are the User's obligations, which the User shall repay. In the event that the User fails to repay the commission amount, it shall be recovered by undisputed compulsory execution using the services of third parties.

SIA “KAK” reserves the right at any time to request from the User confirmation of the data that he indicated within the framework of the “KakTaxi” Service, including the data of the Linked Card, and in connection therewith to request supporting documents (including identity documents), the failure to submit which, in the opinion of SIA “KAK”, may be equated with the provision of false information and entail the consequences provided for in these Terms. The provisions specified in this section on the conditions and procedure for payment for passenger and baggage transportation services do not apply in the event that such services are paid for by a third party under the terms of a separate agreement concluded by SIA “KAK” with such a third party.

If a dispute has arisen between a passenger and a Driver of a Vehicle providing a service in the SIA “KAK” application, the passenger can use the free internal customer support system to resolve the dispute by using klientu-atbalsts@kaktaxi.lv . The passenger can also use the Consumer Rights Protection Center’s Out-of-Court Consumer Dispute Resolution Database <https://www.ptac.gov.lv/lv/arpustiesas-pateretaju-stridu-risinataju-datubaze> .

The User agrees to the processing of his/her personal data, and also undertakes to update his/her personal data upon request of the Service “KakTaxi”.

4. Details of the service “KakTaxi”

- SIA “KAK”, registration number 40103648886
- Address: Riga, Daugavgrivas Street 70 k-5 - 39, LV-1007
- e-mail: support@kaktaxi.lv
- e-mail: klientu-pieprasijums@kaktaxi.lv
- e-mail: klientu-jautajumi@kaktaxi.lv
- e-mail: klientu-atbalsts@kaktaxi.lv
- e-mail: klientu-apmaks@kaktaxi.lv

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Privacy policy

We are glad that you have shown interest in the company SIA “KAK”. Data protection management at SIA “KAK” is of particularly high priority. SIA “KAK” software can be used without providing personal data; however, if the data subject wishes to use specific company services via our website, processing of personal data may become necessary. As a rule, when the processing of personal data is necessary and there is no statutory basis for such processing, we obtain consent from the data subject.

The processing of personal data, such as the name and surname, address, e-mail address or telephone number of the data subject, is always in accordance with the General Data Protection Regulation (hereinafter – GDPR) and is carried out in accordance with the national data protection regulations applicable to the company SIA “KAK”. With this data protection statement, the company SIA “KAK” wishes to inform the wider public about the way in which SIA “KAK” collects, uses and processes personal data, as well as the scope and purpose of the processing. In addition, this data protection statement informs data subjects about their rights.

SIA “KAK” as a personal data processor has implemented a number of technical and organizational measures to ensure the most complete protection of personal data when processing data on this website. However, data transmission over the Internet may in principle have security-related shortcomings, therefore absolute protection cannot be guaranteed. For this reason, any data subject may choose to provide us with personal data using alternative means, for example, during a telephone conversation.

1. Definitions

The data protection declaration of SIA “KAK” is based on the terms used by the European legislator for the purposes of adopting the GDPR. The data protection declaration of SIA “KAK” is readable and understandable for the general public, as well as for our customers and business partners. To ensure this, SIA “KAK” would like to first explain the terminology used in this policy.

In this data protection statement, SIA “KAK” uses, among others, the following terms:

- a) personal data – personal data means any information relating to an identified or identifiable natural person (hereinafter referred to as the “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 person.
- b) data subject – a data subject is any identified or identifiable natural person whose personal data are processed by the controller responsible for such processing.
- c) processing – processing means any operation or set of operations which is performed upon personal data or upon sets of personal data, whether or not by automated means, such as collection, recording, organisation, 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 is the marking of stored personal data with the aim of restricting their further processing.

e) Profiling – Profiling is 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 analyse or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.

f) Pseudonymisation – Pseudonymisation is the processing of personal data in such a way 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 organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person.

(g) controller or controller responsible for processing – the controller or controller responsible for processing is 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 his designation may be provided for in Union or Member State law.

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

(i) recipient - a recipient is a natural or legal person, public authority, agency or other body to which personal data are disclosed, whether a third party or not. However, public authorities which may receive personal data in the context of a specific investigation in accordance with Union or Member State law shall not be considered recipients; the processing of those data by those public authorities shall comply with the applicable data protection rules in accordance with the purposes of the processing.

j) third party - a third party is 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 authorised to process personal data.

k) consent – the data subject's consent is 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 his or her personal data.

2. Name and address of the manager

For the purposes of the General Data Protection Regulation (GDPR), other data protection laws applicable in the Member States of the European Union and other data protection-related regulations, the following are defined:

- SIA “KAK”, registration number 40103648886
- Address: Riga, Daugavgrivas Street 70 k-5 - 39, LV-1007
- Email: support@kaktaxi.lv

3. Collection of general data and information

The website of SIA “KAK” collects a series of general data and information when a data subject or an automated system visits the website. This general data and information is stored in server log files. The following may be collected:

1) browser types and versions used;

- 2) the operating system used by the access system;
- 3) the website from which the access system reaches our website (so-called referrers);
- 4) website subsites;
- 5) date and time of access to the website;
- 6) access system internet service provider;
- 7) access system internet service provider

and 8) any other similar data and information that may be used in the event of attacks on our information technology systems.

Using this general data and information, SIA "KAK" does not draw any conclusions about the data subject. Rather, this information is necessary to:

- 1) present the content of our website correctly;
- 2) optimize the content of our website, as well as advertising;
- 3) ensure the long-term prospects of our information technology systems and website technologies

and 4) provide law enforcement with the information necessary for criminal prosecution in the event of a cyberattack.

Therefore, SIA "KAK" analyzes anonymously collected data and information statistically in order to increase the data protection and data security of our company and to ensure an optimal level of personal data protection. Anonymous data in server log files is stored separately from all personal data provided by the data subject.

4.Registration on our website

In some cases, the data subject has the opportunity to register on the controller's website by providing personal data. Which personal data is transmitted to the controller is determined by the respective input mask used for registration. The personal data entered by the data subject are collected and stored solely for the controller's internal use and for its own purposes. The controller may request the transmission to one or more data processors (e.g. a parcel service) who also use the personal data for internal purposes attributable to the controller.

When registering on the controller's website, the date and time of registration are also stored. This data is stored on the grounds that this is the only way to prevent misuse of our services and, if necessary, to allow for the investigation of violations. The storage of this data is necessary to ensure the controller. This data is not passed on to third parties unless there is a statutory obligation to pass on the data or if the transfer serves the purpose of criminal prosecution.

The registration of the data subject with the voluntary provision of personal data is intended to enable the controller to offer the data subject content or services that can only be offered to registered users due to the nature of the matter in question. Registered persons are free to change the personal data provided during registration at any time or to completely delete them from the controller's data collection.

The data controller shall, at any time upon request of the data subject, provide information about the personal data stored by the data subject. In addition, the data controller shall correct or delete personal data upon request or instruction of the data subject, unless the law imposes a data retention obligation. The data subject shall have access to all contact details of the controller's employees.

5.Subscription to our newsletters

By logging into the SIA “KAK” service, users have the opportunity to subscribe to our company's newsletters. The input mask used for this purpose determines what personal data is transferred, as well as when the newsletter is ordered from the controller.

The company SIA “KAK” regularly informs its customers and business partners about company offers through a newsletter. The data subject can only receive the company’s newsletter if: 1) the data subject has a valid e-mail address and 2) the data subject has registered to receive the newsletter. The confirmation e-mail is sent to the e-mail address that the data subject first registered to receive the newsletter for legal reasons, using the double opt-in 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 newsletter.

When registering for the newsletter, we also store the date and time of registration. The collection of this data is necessary to understand the (potential) misuse of the data subject's email address in the future and therefore serves the purpose of legal protection of the controller.

Personal data collected when registering for the newsletter will only be used to send our newsletters. In addition, newsletter subscribers may be informed by e-mail, as long as this is necessary for the operation of the newsletter service or the relevant registration, as this may occur in the event of changes to the newsletter offer or due to changing technical conditions. Personal data collected by the newsletter service will not be transferred to third parties. The data subject may stop receiving our newsletters at any time. The consent to the storage of personal data that the data subject has given for the receipt of the newsletter may be revoked at any time. A corresponding link is available in each newsletter for the purpose of revoking consent. It is also possible to refuse to receive the newsletters directly on the controller's website at any time or to notify the controller in another way.

6. Newsletters - Tracking

The newsletters of SIA “KAK” contain so-called tracking pixels. A tracking pixel is a miniature graphic embedded in such emails, which are sent in HTML format, to ensure the recording and analysis of log files. This allows for a statistical analysis of the success or failure of online marketing campaigns. Based on the embedded tracking pixel, SIA “KAK” can see whether and when a data subject has opened an email, and which links in the email have been viewed by the data subject.

Such personal data, collected in the tracking pixels in the newsletters, are stored and analyzed by the controller in order to optimize the delivery of the newsletters and further tailor the content of future newsletters to the interests of the data subject. These personal data are not transferred to third parties. Data subjects have the right to withdraw the respective individual consent statement issued using the double opt-in procedure at any time. After withdrawal, these personal data are deleted by the controller. SIA “KAK” automatically considers the refusal to receive newsletters as a withdrawal.

7. Ability to communicate via the website

The website of the company SIA “KAK” contains information that ensures fast electronic communication with our company, as well as direct communication with us, which also includes the general address of the so-called electronic mail (e-mail). If the data subject contacts the controller by e-mail or using the contact form, the personal data transmitted by the data subject are automatically stored. Such personal data, which the data subject has voluntarily sent to the data controller, are stored for the purpose of processing or communication with the data subject. These personal data are not transferred to third parties.

8. Regular deletion and blocking of personal data

The data controller shall process and store the personal data of the data subject only for the period necessary to achieve the purpose of the storage, or to the extent granted by the European Union legislator or other legislators in regulatory enactments applicable to the controller.

If the purpose of storage is not applicable, or if the storage period set by the European Union legislator or another competent legislator expires, the personal data are regularly erased in accordance with legal requirements.

9. Data subject rights

a) Right of confirmation – Each data subject shall have the right granted by the European Union legislator to obtain from the controller confirmation as to whether or not personal data concerning him or her are being processed. If the data subject wishes to exercise this right of confirmation, he or she may at any time contact the controller.

b) right of access – each data subject has the right granted by the European Union legislator to obtain from the controller free information about his or her stored personal data at any time and a copy of that information. In addition, European directives and regulations grant the data subject access to the following information:

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

Furthermore, the data subject has the right to obtain information as to whether personal data are transferred to a third country or an international organisation. In such a case, the data subject has the right to be informed of the relevant safeguards regarding the transfer.

If the data subject wishes to exercise this right of access, he or she may contact us at any time.

c) right to rectification – Each data subject shall have the right granted by the European legislator 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 shall have the right to have incomplete personal data completed, including by providing supplementary information.

If the data subject wishes to exercise this right to rectification, he or she may, at any time, contact any employee of the controller.

d) right to erasure (right to be forgotten) – each data subject shall have the right granted by the European legislator to obtain from the controller the erasure of personal data concerning him or her without undue delay, and the controller shall have the obligation to erase personal data without undue delay where one of the following grounds applies, unless the processing is necessary:

- 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 to processing pursuant to point (a) of Article 6(1) of the GDPR or point (a) of Article 9(2) of the GDPR and where there is no other legal basis for the processing;

- o the data subject objects to the processing pursuant to Article 21(1) of the GDPR and there is no overriding legitimate basis for the processing, or the data subject objects to the processing pursuant to Article 21(2) of the GDPR;

- o personal data has been processed unlawfully;

- o the personal data must be erased for compliance with a legal obligation under Union or Member State law to which the controller is subject;

- o the personal data are collected in connection with the provision of information society services referred to in Article 8(1) of the GDPR.

If one of the aforementioned reasons applies, and a data subject wishes to request the erasure of personal data stored by SIA “KAK”, he or she may, at any time, contact us at the above-mentioned e-mail address. An employee of SIA “KAK” shall promptly ensure that the erasure request is complied with without delay.

Where the controller has made the personal data public and is obliged to erase the personal data pursuant to Article 17(1), the controller, taking into account available technology and the cost of implementation, shall take reasonable steps, including technical measures, to inform other controllers processing the personal data, which the data subject has requested, to erase any links to the personal data and any copy and reproduction of the data, as far as the processing is not necessary. In individual cases, the employees of SIA “KAK” shall organize the necessary measures.

e) the right to restriction of processing – each data subject has the right granted by the European Union legislator to obtain from the controller restriction of processing where one of the following conditions applies:

- o the accuracy of the personal data is contested by the data subject for a period of time that allows 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 instead requests the restriction of their use;
- 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 defence of legal claims;
- o the data subject has objected to the processing pursuant to Article 21(1) of the GDPR, pending the verification whether the legitimate grounds of the controller override those of the data subject.

If one of the aforementioned conditions is met, and a data subject wishes to request the restriction of the processing of personal data stored by SIA “KAK”, he or she may, at any time, contact us at the above e-mail address. The restriction of the processing will be arranged by an employee of SIA “KAK”.

f) the right to data portability – each data subject shall have the right granted by the European legislator to receive personal data concerning him or her, which were provided to a controller, in a structured, commonly used and machine-readable format. He or she shall have the right to transmit those data to another controller without hindrance from the controller to whom the personal data have been provided, where the processing is based on consent pursuant to point (a) of Article 6(1) of the GDPR or point (a) of Article 9(2) of the GDPR, or on a contract pursuant to point (b) of Article 6(1) of the GDPR, and the processing is carried out by automated means, unless the 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, when exercising his or her right to data portability pursuant to Article 20(1) of the GDPR, the data subject has the right to receive personal data transmitted directly from one controller to another, where technically feasible and where such action does not adversely affect the rights and freedoms of other persons.

In order to ensure the right to data portability, the data subject may contact any employee of SIA “KAK” at any time.

g) Right to object – Each data subject has the right, on grounds relating to his or her particular situation, to object at any time to the processing of personal data concerning him or her based on point (e) or (f) of Article 6(1) of the GDPR. This also applies to profiling based on these provisions.

SIA “KAK” will no longer process the personal data in the event of the objection, 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 defence of legal claims.

If SIA “KAK” processes personal data for direct marketing purposes, the data subject shall have the right to object at any time to the processing of his or her personal data for such marketing. This applies to profiling insofar as it is related to such direct marketing. If the data subject

objects to SIA “KAK” processing of the data for direct marketing purposes, SIA “KAK” will no longer process the personal data for these purposes.

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

In order to exercise the right to object, the data subject may directly contact an employee of SIA “KAK”. In connection with the use of information society services and regardless of 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 the decision: 1) is necessary for entering into, or the performance of, a contract between the data subject and a data controller, or 2) is not authorised 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 not based on the data subject's explicit consent.

If the decision 1) is necessary for entering into, or the 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" shall 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 contest the decision.

If the data subject wishes to exercise the rights concerning automated individual decision-making, he or she may, at any time, directly contact any employee of SIA “KAK”.

i) the right to withdraw data protection consent – each data subject has the right to withdraw their consent to the processing of their personal data at any time.

If the data subject wishes to exercise the right to withdraw consent, he or she may, at any time, directly contact any employee of SIA “KAK”.

10. Data protection when submitting applications and application procedures

The data controller collects and processes the personal data of applicants for the purpose of processing the application procedure. The processing may also be carried out electronically. This applies in particular to cases where the applicant submits the relevant application documents to the controller by e-mail or via a web application form. If the data controller concludes an employment contract with the applicant, the submitted data are stored for the purpose of processing the employment relationship in accordance with the legal requirements. If the controller does not conclude an employment contract with the applicant, the application documents are automatically deleted two months after notification of the rejection decision, unless the deletion is contrary to other legitimate interests of the controller. Other legitimate interests in this relationship are, for example, the burden of proof in proceedings under the General Equal Treatment Act (hereinafter referred to as the “AGG”).

11. Legal basis for processing

Article 6(1) GDPR serves as the legal basis for processing activities for which we obtain consent for a specific processing purpose. If the processing of personal data is necessary for the performance of a contract to which the data subject is a party, for example if the processing activities are necessary for the delivery of goods or the provision of any other service, the processing is based on Article 6(1)(b) GDPR. The same applies to processing activities that are necessary for pre-contractual measures, such as inquiries about our products or services. If our company is subject to a legal obligation under which the processing of personal data is necessary, for example for the fulfillment of tax obligations, the processing is based on Article 6(1)(c) GDPR. In rare cases, the processing of personal data may be necessary to protect the vital interests of the data subject or another natural person. This applies, for example, if a visitor has been injured in our company and their name, age, health insurance details or other vital information needs to be passed on to a doctor, hospital or other third party. In such cases, the processing is based on Article 6(1)(d) of the GDPR. Finally, processing operations may be based on Article 6(1)(f) of the GDPR. This legal basis is used for processing operations that do not fall under any of the abovementioned legal bases, where the processing is necessary for the purposes of the legitimate interests pursued by our company or by a third party, except where such interests override the interests, fundamental rights and freedoms of the data subject which require protection of personal data. Such processing operations are particularly permissible because they have been specifically mentioned by the European legislator. It considers that a legitimate interest could be taken into account if the data subject is a customer of the controller (Recital 47, sentence 2, of the GDPR).

12. Legitimate interests of the controller or a third party

If the processing of personal data is based on Article 6(1)(f) of the GDPR, then our legitimate interests are to conduct our business: to develop and promote our products and services

13. Period of time for which personal data will be stored

The criterion used to determine the retention period for personal data is the relevant statutory retention period. After the expiry of that period, the relevant data is usually deleted when it is no longer necessary for the purpose.

14. Provision of personal data as a mandatory or contractual requirement ; requirement necessary for the conclusion of a contract; obligation of the data subject to provide personal data; possible consequences of failure to provide such data.

We clarify that the provision of personal data is partly required by law (e.g. tax regulations and others) or may arise as a result of contractual terms (e.g. information about the contractual partner).

Sometimes it may be necessary to enter into a contract whereby the data subject provides us with their personal data, which we then need to process. The data subject is obliged to provide us with their personal data when we sign a contract with that data subject. The consequence of not providing personal data in such a case would be that the contract with the data subject could not be concluded.

Before providing personal data of the data subject, the data subject must contact any employee. The employee will provide the data subject with detailed information on whether the provision of personal data is required by law or contract, whether it is necessary for the conclusion of a contract, whether there is an obligation to provide personal data, and what the consequences of not providing personal data are.

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