

Privacy Policy (External Website & smartmove SaaS Platform)

KIR Group GmbH

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 GLN: 9110028222191
 GISA: 34701393, 34100202, 34100196
 Company Register: 523892f
 Jurisdiction: Handelsgericht Wien

1. Controller

KIR Group GmbH
 Laurenzerberg 2/1/1, 1010 Vienna
 Email: support@smartmove.eu
 Phone: +43 1 9973016
 Website: www.smartmove.eu

(Hereinafter “smartmove,” “we,” “us”)

2. Data Protection Officer Contact Details

smartmove Data Protection Team
 Email: privacy@smartmove.eu

3. Terminology

This declaration uses the definitions of Art. 4 GDPR (e.g., “processing,” “personal data”).

4. Purposes & Legal Bases of Processing

Purpose	Data Categories	Legal Basis	Storage Period
Platform operation & user account	Identity, contact, vehicle ID, contract, and usage data	Art. 6(1)(b) GDPR (contract)	Duration of contract + 7 years (legal retention)

Vehicle telemetry (via APIs)	Location, driving behavior, diagnostic data	Art. 6(1)(b), (f) GDPR	12 months, then aggregation/ anonymization
Support & incident management	Ticket contents, log files	Art. 6(1)(b), (f) GDPR	3 years after ticket closure
Marketing emails	Email address, open/click data	Art. 6(1)(a) GDPR (consent)	Until withdrawal of consent

If data processing takes place outside the EEA, we additionally rely on Art. 46(2)(c) GDPR (EU Standard Contractual Clauses).

5. Recipients / Categories of Recipients

Recipient (Processor)	Location	Purpose	Transfer Safeguards
Smartcar Inc.	USA	API access to vehicle data	SCC, Art. 46(2)(c)
Invers GmbH	Germany	Vehicle-sharing backend	Processing in EU
Geotab Inc.	Canada	Telematics hardware/cloud	Adequacy decision
Caruso GmbH	Germany	Aftermarket data hub	Processing in EU
Meta Platforms Ireland Ltd.	EU/USA	Ads delivery, campaign performance, tracking	SCC + additional safeguards
Google Ireland Ltd.	EU/USA	Ads delivery, analytics, conversion tracking	SCC/EEA adequacy + additional safeguards
HubSpot Inc.	USA	Marketing automation, email tracking, lead management	SCC + additional safeguards

6. International Data Transfers

When processing is carried out by service providers outside the EEA, we apply EU Standard Contractual Clauses (Art. 46(2)(c) GDPR) plus additional safeguards (e.g., encryption):

- **Smartcar Inc. (USA)** – API access to vehicle data
- **Meta Platforms Ireland Ltd. / Meta Platforms Inc. (USA)** – Ads, campaign tracking, conversion measurement
- **Google Ireland Ltd. / Google LLC (USA)** – Ads, analytics, conversion measurement
- **HubSpot Inc. (USA)** – Marketing automation, email tracking, CRM

7. Your Rights

Data subjects have the right at any time to:

- Access (Art. 15 GDPR)
- Rectification (Art. 16 GDPR)
- Erasure (Art. 17 GDPR)
- Restriction (Art. 18 GDPR)
- Data portability (Art. 20 GDPR)
- Objection (Art. 21 GDPR)

Complaints can be lodged with the Austrian Data Protection Authority, Barichgasse 40–42, 1030 Vienna.

8. Obligation to Provide Data

For contract fulfillment, vehicle and basic user data are required. Without these, use of the smartmove platform is not possible.

9. Automated Decision-Making / Profiling

No automated decision-making within the meaning of Art. 22 GDPR takes place.

10. Version

This Privacy Policy is dated **22 September 2025**.