# **Privacy Policy**

Effective November 3, 2025

In this privacy policy we would like to inform you about the processing of personal data of clients of our Social Media Management Software (hereinafter the "Platform").

#### 1. Controller and Contact

Data processing activity's controller is

Swat.io GmbH Schönbrunner Straße 213-215/3.OG 1120 Vienna Austria

FN 348798p, Commercial Court Vienna (Handelsgericht Wien)

For questions and concerns regarding data protection you can reach our Data Protection Officer at **privacy@swat.io**.

### 2. Purposes and legal basis for data processing

We process your personal data

- in order to take **steps at your request prior to entering into a contract** (Art 6 para 1 (b) GDPR), namely
  - if you contact us in order to initiate a contractual relationship (e.g. preparation of an offer).
- in order to **perform a contract** (Art 6 para 1 (b) GDPR), namely of the user agreement concluded between you and us. This includes
  - the operation and provision of our Platform;
  - the provision of service and support services in connection with our Platform; as well as
  - proper billing and invoicing.

- in order to **comply with legal obligations** to which we are subject to (Art 6 para 1 (c) GDPR), namely
  - keeping proper accounting records;
  - the fulfillment of legal retention obligations (e.g. for accounting reasons); as well as
  - the fulfillment of official and/or judicial requests (z.B. surrender of data to law enforcement agencies).
  - based on our **legitimate interests** (Art 6 para 1 (f) GDPR), namely
    - prevention, detection and defense of abusive use of our Platform;
    - detection and fixing of software bugs on our Platform;
    - collecting and processing client feedback;
    - cross-team collaboration of the controller's employees;
    - development, design and improvement of our products; and
    - analysis of user behavior as well as improvement of our offers on our Platform.

# 3. Recipients of personal data

In order to fulfill these above listed purposes, it may be necessary to disclose your personal data to following third parties:

Recipient	Purpose	Legal basis for transfer	Location of data	Legal basis for
			processing	transfer to a third
				country
Amazon Web Services	Hosting of our	Prevailing legitimate interests	EU	No transfer to third
EMEA SARL	IT-systems	(Art 6 para 1 (f) GDPR): use of	(Luxembourg)	countries
		professional IT-infrastructure		
	G : .: :	<b>7</b>	ELL (C. )	27
sipgate GmbH	Communication via	Prevailing legitimate interests	EU (Germany)	No transfer to third
(satellite.me)	telephone for	(Art 6 para 1 (f) GDPR): use of		countries
	internal	professional IT-infrastructure		
	collaboration			
	Communication via	Steps at your request prior to		
	telephone with our	entering into a contract		
	clients	(Art 6 para 1 (b) GDPR)		

Colleting and managing of client curveys for quality improvement.  Fax consulting services	Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of professional IT-infrastructure	EU (Austria)	No transfer to third countries
- 1			
	Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of professional consulting services in connection with tax and fiscal issues	EU (Austria)	No transfer to third countries
Attorneys at law	Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of professional consulting services in connection with legal issues	EU (Austria)	No transfer to third countries
Fool for conducting Live Webinars	Steps at your request prior to entering into a contract (Art 6 para 1 (b) GDPR)	EU (Denmark)	No transfer to third countries
Fool for Optimization of Marketing and Sales performance	Legitimate interests (Art 6 para 1 lit f GDPR): use of professional IT-infrastructure	EU (Denmark)	No transfer to third countries
Error analysis for roubleshooting and mprovement of service quality	Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of professional IT-infrastructure	USA (Location of data storage: EU)	Adequacy decision from 10 <sup>th</sup> of July 2023 including DPF-certification. Further apply the current Standard data protection clauses (Art 46 para 2 (c) GDPR) together with supplementary measures
Office-Tools, Tools for collaboration "Collaboration Fools") and use of an e-Mail platform	Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of professional IT-infrastructure	USA (Location of data storage: EU)	Adequacy decision from 10 <sup>th</sup> of July 2023 including DPF-certification. Further apply the current Standard data protection clauses (Art 46 para 2 (c) GDPR) together with supplementary measures
To Diagram	pool for conducting ive Webinars  pool for ptimization of larketing and lales performance proroubleshooting and inprovement of ervice quality  ffice-Tools, Tools or collaboration (Collaboration pools") and use of	(Art 6 para 1 (f) GDPR): use of professional consulting services in connection with legal issues  Steps at your request prior to entering into a contract (Art 6 para 1 (b) GDPR)  Legitimate interests (Art 6 para 1 lit f GDPR): use of professional IT-infrastructure  Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of professional IT-infrastructure  First Collaboration (Collaboration cols") and use of professional IT-infrastructure	(Art 6 para 1 (f) GDPR): use of professional consulting services in connection with legal issues  Steps at your request prior to entering into a contract (Art 6 para 1 (b) GDPR)  Legitimate interests (Art 6 para 1 lit f GDPR): use of professional IT-infrastructure  Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of professional IT-infrastructure  Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of professional IT-infrastructure  Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of professional IT-infrastructure  Output  Description  De

HubSpot, Inc.	Organization,	Steps at your request prior to	USA	Adequacy decision from
	Management,	entering into a contract		10 <sup>th</sup> of July 2023
	Design and	(Art 6 para 1 (b) GDPR)		including
	Administration of	Prevailing legitimate interests		DPF-certification.
	Marketing activities	(Art 6 para 1 (f) GDPR): use of		Further apply the current
		professional IT-infrastructure		Standard data protection
				clauses (Art 46 para 2
				(c) GDPR) together with
				supplementary measures
CHARGEBEE INC.	Accounting,	To perform a contract (Art 6	USA (location of	Standard data protection
	receivables	para 1 (b) GDPR) for proper	data storage EU	clauses (Art 46 para 2
	management and	billing and invoicing	[Germany])	(c) GDPR) together with
	billing			supplementary measures
Active Campaign	Automatic invoicing	Overriding legitimate interests	USA	Adequacy decision from
LLC (formerly		(Art 6 para 1 lit f GDPR): Use		10 <sup>th</sup> of July 2023
Wildbit LLC)		of professional IT infrastructure		including
,				DPF-certification.
				Further apply the current
				Standard contractual
				clauses (Art. 46 para. 2
				lit c GDPR) including
				supplementary measures
ProductBoard, Inc.	Organization of	Prevailing legitimate interests	USA	Adequacy decision from
	product	(Art 6 para 1 (f) GDPR): use of		10 <sup>th</sup> of July 2023
	development and	professional IT-infrastructure		including
	product design			DPF-certification.
				Further apply the current
				Standard data protection
				clauses (Art 46 para 2
				(c) GDPR) together with
				supplementary measures
Intercom R&D	Communication	To perform a contract (Art 6	USA (registered	Adequacy decision from
Unlimited Company	with our clients	para 1 (b) GDPR) for the	office in EU	10 <sup>th</sup> of July 2023
		provision of service and	[Ireland])	including
		support services in connection		DPF-certification.
		with our Platform		Further apply the current
	Communication for	Prevailing legitimate interests		Standard data protection
	internal	(Art 6 para 1 (f) GDPR): use of		clauses (Art 46 para 2
	collaboration	professional IT-infrastructure		(c) GDPR) together with
G2 som Inc	Davious and Dating	Dravailing logitimate intert-	USA	supplementary measures
G2.com Inc.	Review and Rating	Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of	USA	Adequacy decision from 10 <sup>th</sup> of July 2023
	of Software Platforms	professional IT-infrastructure		10 <sup>th</sup> of July 2023 including
	1 iationiis	professional 11-infrastructure		DPF-certification.
				Further apply the current
				Standard data protection
				clauses (Art 46 para 2
				(c) GDPR) together with
				supplementary measures
BUILDSCALE INC.	Providing Training	Steps at your request prior to	USA (registered	Standard data protection
OPERATING	videos	entering into a contract	office in Canada)	clauses (Art 46 para 2
(Vidyard)		(Art 6 para 1 (b) GDPR)	and the culture,	(c) GDPR) together with
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \				
		(The opara i (o) GDI it)		supplementary measures

Stripe Payments Europe Ltd.	Online Payment Provider	Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of professional IT-infrastructure	USA (registered office in EU [Ireland])	Adequacy decision from 10 <sup>th</sup> of July 2023 including DPF-certification. Further apply the current Standard data protection clauses (Art 46 para 2 (c) GDPR) together with
PostHog Inc.	Analysis of user behavior for quality improvement & product optimization	Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of professional IT-infrastructure	USA (location of data storage EU [Germany])	supplementary measures  Adequacy decision from 10 <sup>th</sup> of July 2023 including DPF-certification. Further apply the current Standard data protection clauses (Art 46 para 2 (c) GDPR) together with supplementary measures
PayPal (Europe) S.à r.l. et Cie, S.C.A	Online Payment Provider	Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of professional IT-infrastructure	USA (registered office in EU [Luxembourg])	Standard data protection clauses (Art 46 para 2 (c) GDPR) together with supplementary measures
Arcade Software, Inc.	Offering interactive Demos of our software on our website and in the product	Prevailing legitimate interests (Art 6 para 1 (f) GDPR): use of professional IT-infrastructure	USA	Standard data protection clauses (Art 46 para 2 (c) GDPR) together with supplementary measures

In the event of a legal obligation, we transmit personal data to public bodies and institutions (e.g. law enforcement agencies, courts).

# 4. Processing period

We store and process your personal data only as long as this is necessary for the fulfillment of the respective processing purpose. We process the personal data necessary for the performance of the contract in any case for the duration of the business relationship and beyond in accordance with the statutory retention and documentation obligations. These are seven years for business correspondence and other business letters (§ 212 UGB). In individual cases, for example in the case of pending official or court proceedings, this storage period may also be longer than seven years, provided that this is of significance for the responsible party as an entrepreneur (§ 212 (1) last sentence UGB). In the event of foreseeable legal disputes, your personal data may also be stored for longer, in any case until the expiry of the relevant limitation periods for legal claims.

### 5. Rights of the data subject

As a data subject, you have the rights described below. If we have reasonable doubt about the identity of your person in the context of exercising one of the data subject rights, we may request additional information from you that is necessary to confirm the identity of your person.

For those rights that are asserted by means of a request, the time limit to comply with these requests is one month by law.

### Right of access – Art 15 GDPR

You have the right to obtain information about the personal data we process concerning you at any time. The right to obtain information also includes the right to receive a copy of the data, provided that this does not affect the rights and freedoms of other persons. For the creation of such a data copy, we may charge you a reasonable fee based on the administrative costs.

# Right to rectification – Art 16 GDPR

You have the right to obtain the rectification of inaccurate personal data concerning yourself and to have incomplete personal data completed.

### Right to erasure – Art 17 GDPR

You have the right to obtain the erasure of personal data concerning you. However, this right to erasure does not apply to the extent that processing is necessary

- for exercising the right of freedom of expression and information; or
- for compliance with a legal obligation which requires processing by Union or Member State law to which the controller is subject or for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller; or
- for reasons of public interest in the area of public health; or
- for archiving purposes in public interest, scientific or historical research purposes, or statistical purposes, where erasure is likely to make impossible, or at least seriously impair, the achievement of the purposes underlying the processing; or
- for the establishment, exercise or defense of legal claims.

# Right to restriction of processing – Art 18 GDPR

You have the right to obtain the restriction of processing where at least one of the following applies:

- the accuracy of the personal data is contested by you, for a period enabling the controller to verify the accuracy of the personal data; or
- the processing is unlawful and you oppose the erasure of the personal data and request the restriction of their use instead;
- the controller no longer needs the personal data for the purposes of the processing, but they are required by you for the establishment, exercise or defense of legal claims;
- you have objected to processing pursuant to Art 21 para pending the verification whether the legitimate grounds of the controller override yours.

If you have exercised your right to restriction of processing, we may process this personal data - with the exception of the storage of such data - only with your consent or for the establishment, exercise or defense of legal claims or for the protection of the rights of another natural or legal person or for reasons of an important public interest of the Union or a Member State.

# Right to object – Art 21 GDPR

You have the right to object to processing that is carried out on the basis of an overriding legitimate interest on our part or on the part of a third party (pursuant to Art 6 para 1 (f) GDPR). In the event of an objection, we will no longer process your data unless the processing serves the establishment, exercise or defense of legal claims or we demonstrate compelling legitimate grounds for the processing that override your interests.

An objection to the processing of personal data for direct marketing purposes is possible at any time and will result in us no longer being allowed to process your data for this purpose in any case.

### Right to data portability – Art 20 GDPR

In principle, you also have the right to receive the data a structured, common and machine-readable format and to transfer this data to another controller. However, the right to data portability only exists if the processing is based on your consent or on a contract and the processing is carried out with the help of automated processes.

Right to lodge a complaint with a supervisory authority – Art 77 GDPR If you believe that the processing of your data is unlawful and in breach of the GDPR, you have the right to lodge a complaint with the competent data protection

authority. The jurisdiction depends on your place of residence or place of work.

You can reach the Austrian supervisory authority:

Österreichische Datenschutzbehörde
Barichgasse 40-42
1030 Vienna, Austria
dsb@dsb.gv.at

#### **Information API Services:**

#### **Google Drive Integration:**

For users of our Google Drive Integration in Swat.io: Google Workspace APIs are not used to develop, improve, or train generalized AI and/or ML models.

The data which is collected for the usage of Google Drive integration is about what you have provided in your upload which is limited in the format of Media data only.

We may access on behalf of our customers, the following categories of personal data when they use Google Drive Integration:

• Individual Photos / Videos users actively selects to send to Swat.io

#### **YouTube API Services:**

Please note if you connect a Youtube Channel we use YouTube API Services. YouTube API Services (i.e. data from YouTube).

For the usage of the YouTube API Services the terms of service and privacy policy are listed below:

https://www.youtube.com/static?template=terms http://www.google.com/policies/privacy

We may access on behalf of our customers the following categories of personal data when you use YouTube API Services:

Your own channel data, analytics to your channel's performance, your own videos including their metadata/KPIs, comments (user profiles and messages) to videos you created

In addition to Swat.io GmbH normal procedure for deleting stored data, you can revoke Swat.io GmbH's access to your data via the Google security settings page at <a href="https://security.google.com/settings/security/permissions">https://security.google.com/settings/security/permissions</a>

### **Facebook API Services:**

To use Facebook API services, you can find the terms of service and privacy policy at the following links:

https://www.facebook.com/terms.php https://www.facebook.com/privacy/policy/

Facebook Community Guidelines:

https://www.facebook.com/communitystandards

Facebook Advertising Policies:

https://www.facebook.com/policies/ads

When you use Facebook API services, we may access the following categories of personal data on behalf of our clients:

Your own channel data, performance analytics, posts (including their metadata/KPIs), comments (user profiles, messages, media attachments) on posts you have created or been mentioned in, and private messages related to your account.

In addition to Swat.io GmbH's regular data deletion process, you can revoke Swat.io GmbH's access to your data at <a href="https://www.facebook.com/settings/?tab=applications">https://www.facebook.com/settings/?tab=applications</a>

### **Instagram API Services:**

To use Instagram API services, you can find the terms of service and privacy policy at the following links:

https://instagram.com/legal/terms

https://privacycenter.instagram.com/policy

When you use Instagram API services, we may access the following categories of personal data on behalf of our clients:

Your own channel data, performance analytics, posts (including their metadata/KPIs), comments (user profiles, messages, media attachments) on posts you have created or been mentioned in, and private messages related to your account.

In addition to Swat.io GmbH's regular data deletion process, you can revoke Swat.io GmbH's access to your data at <a href="https://www.facebook.com/settings/?tab=applications">https://www.facebook.com/settings/?tab=applications</a>

# **X API Services:**

To use X API services, you can find the terms of service and privacy policy at the following links:

https://x.com/en/tos

https://x.com/en/privacy

When you use X API services, we may access the following categories of personal data on behalf of our clients:

Your own channel data, performance analytics, posts (including their metadata/KPIs), comments (user profiles, messages, media attachments) on posts you have created or been mentioned in, and private messages related to your account.

In addition to Swat.io GmbH's regular data deletion process, you can revoke Swat.io GmbH's access to your data at <a href="https://x.com/settings/connected">https://x.com/settings/connected</a> apps

#### **LinkedIn API Services:**

To use LinkedIn API services, you can find the terms of service, privacy policy, and user agreement at the following links:

https://www.linkedin.com/legal/l/service-terms?

https://www.linkedin.com/legal/privacy-policy

User Agreement:

https://www.linkedin.com/legal/user-agreement

When you use LinkedIn API services, we may access the following categories of personal data on behalf of our clients:

Your own channel data, performance analytics, posts (including their metadata/KPIs), comments (user profiles, messages, media attachments) on posts you have created or in threads where you are mentioned.

In addition to Swat.io GmbH's regular data deletion process, you can revoke Swat.io GmbH's access to your data at

https://www.linkedin.com/mypreferences/d/data-sharing-for-permitted-services

### **Pinterest API Services:**

To use Pinterest API services, you can find the terms of service, privacy policy, and community guidelines at the following links:

https://policy.pinterest.com/en/terms-of-service

https://policy.pinterest.com/en/privacy-policy

Community guidelines:

https://policy.pinterest.com/en/community-guidelines

When you use Pinterest API services, we may access the following categories of personal data on behalf of our clients:

Your own channel data, performance analytics, and your own Pins, including their metadata/KPIs.

In addition to Swat.io GmbH's regular data deletion process, you can revoke Swat.io GmbH's access to your data at <a href="https://at.pinterest.com/settings/security">https://at.pinterest.com/settings/security</a>

### **TikTok API Services:**

To use TikTok API services, you can find the terms of service and privacy policy at the following links:

https://www.tiktok.com/legal/page/eea/terms-of-service/enhttps://www.tiktok.com/legal/page/eea/privacy-policy/enhttps://www.tiktok.com/legal/page/eea/pa

When you use TikTok API services, we may access the following categories of personal data on behalf of our clients:

Your own channel data, performance analytics, own videos (including their metadata/KPIs), and comments (user profiles and messages) on videos you have created.

In addition to Swat.io GmbH's regular data deletion process, you can revoke Swat.io GmbH's access to your data at https://myaccount.google.com/connections

# WhatsApp API Services:

To use WhatsApp API services, you can find the terms of service and privacy policy at the following links:

https://www.whatsapp.com/legal/business-terms https://www.whatsapp.com/legal/privacy-policy https://app.messengerpeople.dev/settings/oauth-apps/

When you use WhatsApp API services, we may access the following categories of personal data on behalf of our clients:

Your own channel data, performance analytics, private messages (user profiles, messages, media attachments.

In addition to Swat.io GmbH's regular data deletion process, you can revoke Swat.io GmbH's access to your data at <a href="https://app.messengerpeople.dev/settings/oauth-apps/">https://app.messengerpeople.dev/settings/oauth-apps/</a>

# **Google My Business API Services:**

To use Google My Business API services, you can find the terms of service and privacy policy at the following links:

https://support.google.com/business/answer/7667250?hl=en https://policies.google.com/privacy

When you use Google My Business API services, we may access the following categories of personal data on behalf of our clients:

Your own channel data and reviews (user profiles and messages) about your business.

In addition to Swat.io GmbH's regular data deletion process, you can revoke <a href="Swat.io">Swat.io</a> GmbH's access to your data at <a href="https://security.google.com/settings/security/permissions">https://security.google.com/settings/security/permissions</a>

#### **Threads API Services:**

To use Threads API services, you can find the terms of service and privacy policy at the following links:

https://help.instagram.com/769983657850450 https://help.instagram.com/515230437301944

When you use Threads API services, we may access the following categories of personal data on behalf of our clients:

Your own channel data, performance analytics, posts (including their metadata/KPIs), comments (user profiles, messages, media attachments) on posts you have created.

In addition to Swat.io GmbH's regular data deletion process, you can revoke Swat.io GmbH's access to your data at <a href="https://www.facebook.com/settings/?tab=applications">https://www.facebook.com/settings/?tab=applications</a>

# **Bluesky API Services:**

To use Bluesky API services, you can find the terms of service, privacy policy, and community guidelines at the following links:

https://bsky.social/about/support/tos

https://bsky.social/about/support/privacy-policy

Community Guidelines:

https://bsky.social/about/support/community-guidelines

When you use Bluesky API services, we may access the following categories of personal data on behalf of our clients:

Your own channel data, performance analytics, posts (including their metadata/KPIs), comments (user profiles, messages, media attachments) on posts you have created or threads in which you are mentioned.

In addition to Swat.io GmbH's regular data deletion process, you can revoke Swat.io GmbH's access to your data at <a href="https://bsky.app/settings/app-passwords">https://bsky.app/settings/app-passwords</a>