

CONFIDENTIALITY AGREEMENT

Saint Petersburg

22 October 2019

This Confidentiality Agreement applies to the confidential information and personal data that may be provided by the User in the course of using the website www.garda-rika.ru (hereinafter the Website).

1. DEFINITION OF TERMS

1.1. The following terms will be used throughout this Confidentiality Agreement:

1.1.1. **Website administration, Personal Data Processors** - Gardarika LLC, Individual Entrepreneur Khasanov V. R. and their duly authorized employees. Administration arranges and (or) performs processing of confidential information and personal data, as well as determines the purposes of personal data processing, structure of personal data to be processed, actions (operations) that are to be performed with personal data.

1.1.2. **Personal data** means any information related to a certain individual person (personal data subject).

Confidential information means any other information that is not related to personal data, non-disclosure and/or non-dissemination whereof falls within the Website User's concern, and confidentiality whereof the Processors are obliged to ensure. Any information provided by the User shall be deemed confidential unless it has been published in the media, on the Internet, or otherwise made available to the public.

1.1.3. **Personal data processing** means any action (operation) or a complex of actions (operations) performed, either with or without the use of automation tools, with personal data, and which include collection, recording, systematization, accumulation, storage, clarification (updating, amendment), extraction, use, disclosure (distribution, provision, granting access to), depersonalization, blocking, deletion, destruction of personal data.

1.1.4. **Confidentiality of personal data** means the requirement binding for Processors or other persons who have access to personal data, to prevent dissemination thereof without prior approval of the personal data subject or other legal grounds therefor.

1.1.5. **Website User** means the person who has been granted access to the Website via the Internet.

1.1.6. **Cookies** means a small chunk of data sent by a web server and stored on the user's computer, which is sent by the web client or web browser to the web server each time in HTTP request, when trying to open a page on the relevant website.

1.1.7. **IP-адрес** means the unique network address of a site in the computer network built under IP Protocol.

2. GENERAL PROVISIONS

2.1. Utilisation of the Website by the User means that the latter has joined this Confidentiality Agreement and agreed with the terms of the User's personal data processing.

2.2. The User must stop utilisation of the Website in case of his/her dissent from the terms of the Confidentiality Agreement.

2.3. This Confidentiality Agreement applies only to the Website www.garda-rika.ru. The Administration is not obliged to control and is not responsible for third-party websites to which the User may go by clicking on the links available on the Website www.garda-rika.ru.

2.4. The Website Administration is not obliged to verify accuracy of personal data provided by the User.

3. SUBJECT OF THE CONFIDENTIALITY AGREEMENT

3.1. This Confidentiality Agreement establishes the obligations of the Website Administration in terms of non-disclosure and secured confidentiality of the personal data provided by the User.

3.2. Any personal data admitted to processing under this Confidentiality Agreement shall be provided by the User upon completion of the "REQUEST ASSESSMENT" and "call back" forms on the Website, and includes the information listed below:

3.2.1. User's surname, name, patronymic;

3.2.2. User's contact phone number;

3.2.3. electronic mail address (e-mail);

3.2.4. Order delivery address.

3.3. The Administration protects the data that is disclosed automatically in the process of viewing advertising blocks and visiting the pages with system's statistical script ("pixel") embedded:

- IP address;
- information from cookies;
- information about the browser (or other program that provides access to ad impressions);
- access time;
- address of the web-page where the ad block is placed;
- referrer (previous page address).

3.3.1. Disabling of cookies may make it impossible to access the Website's parts demanding authorisation.

3.3.2. The Administration performs statistics gathering in respect of IP addresses of its users. This information is used to identify and solve technical problems, and to monitor the legality of financial payments processed.

3.4. Any other personal information not mentioned above (purchase history, browsers and operating systems used, etc.) is subject to secure storage and non-disclosure provisions, unless otherwise provided in clauses 5.2. and 5.3. of this Confidentiality Agreement.

4. PURPOSES OF PERSONAL DATA COLLECTION

The site Administration may utilise the User's personal data for the following purposes:

4.1. Establishing feedback with the User, providing services to the User, processing the User's requests.

4.2. Notification of the Website User about the Order status.

4.3. Processing and crediting of payments.

5. METHODS AND TERMS OF PERSONAL DATA PROCESSING

5.1. Processing of the User's personal data is carried out without time limitation, in any lawful way, also within the personal data information systems using/not using automation tools.

5.2. The User agrees that the Website Administration may transfer personal data to third parties, in particular, to courier services, mailing organisations and telecommunications operators, solely for the purpose of executing the User's order placed on the Website www.garda-rika.ru, including delivery of the result of work (services).

5.3. The User's personal data may be disclosed to the authorised state authorities of the Russian Federation only based on the reasons and in accordance with the procedure established by the legislation of the Russian Federation.

5.4. In case of loss or disclosure of personal data, the Website Administration shall notify the User about the loss or disclosure of such personal data.

5.5. The Website Administration shall take the necessary organizational and technical action in order to protect the User's personal data against unauthorised or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties.

5.6. The Website Administration shall, acting jointly with the User, take all necessary action in order to prevent losses or other negative consequences caused by loss or disclosure of the User's personal data.

6. OBLIGATIONS OF THE PARTIES

6.1. The User shall be obliged to:

6.1.1. Provide the personal data particulars necessary for utilisation of the Website.

6.1.2. Update or supplement the personal data particulars provided, in case of any changes in such particulars.

6.2. The Website Administration shall be obliged to:

6.2.1. Use the particulars received exclusively for the purposes specified in clause 4 of this Confidentiality Agreement.

6.2.2. Ensure that confidential information is kept secret, not to disclose it without the User's prior written permission, and not to sell, exchange, publish, or otherwise disclose the User's personal data transmitted, unless as provided by paragraphs 5.2. and 5.3. of this Confidentiality Agreement.

6.2.3. Take precautions customary for current business environment, in order to protect confidentiality of the User's personal data.

6.2.4. To block personal data relating to the corresponding User, upon the application or request from the User or his/her legal representative or authorised body in charge of protection of the rights of personal data subjects, for a period of checking, in case if any inaccurate personal data or misconduct has been detected.

7. DISPUTE RESOLUTION

7.1. Before applying to court with a claim based on the disputes arising from the relationship between the Website User and the Website Administration, it shall be mandatory for the parties to lodge their claim (a written proposal for voluntary resolution of dispute).

7.2. A recipient of the claim shall, within 30 calendar days from the date of receipt thereof, notify the claimant about the results of claim consideration.

7.3. If no amicable agreement is reached, the dispute shall be referred to court in accordance with the current legislation of the Russian Federation.

8. ADDITIONAL TERMS AND CONDITIONS

8.1. The Website Administration shall have the right to make changes to this Confidentiality Agreement with no need to ask the User's approval thereof.

8.2. The text of the New Confidentiality Agreement will become effective from the moment it has been placed on the Website www.garda-rika.ru, unless otherwise provided by the new version of the Confidentiality Agreement.

8.3. Any suggestions or inquiries regarding this Confidentiality Agreement should be addressed to gardarika.info@mail.ru.