

Privacy policy

16.09.2020

This Annex 1 to the User Agreement (hereinafter referred to as the "Agreement") declares the Privacy Policy of the Administrator (Limited Liability Company "Sorevnovaniya Analiza Dannykh" PSRN 1187746174758, TIN 7707408527), and also specifies the procedure for the Personal Data processing of the User or his/her representatives interacting with the Service.

In this Privacy Policy (hereinafter referred to as the "Policy"), all terms and definitions are used in the meaning specified in the Agreement, unless otherwise defined in this Policy.

The terms not defined in this Policy and Agreement, but used in this Policy shall be interpreted as defined in federal regulations, and if legal definition of such terms are not available, in accordance with the civil business procedures.

The consent of Users or their representatives interacting with the Service to this Policy and the terms of Personal Data processing.

1. The use of the Service by a user who is an individual means that such User unconditionally agrees to this Policy and the conditions for processing their Personal Data specified herein. In case of disagreement with these terms, the User must refrain from using the Service. The User gives his consent to the Administrator, both for processing his/her Personal Data and for their transfer to third parties in cases stipulated by the Policy, even when such transfer is carried out on the territory of other states (cross-border transfer).
2. By entering into the Agreement on behalf of the User who is a legal entity and/or using the Service on behalf of such User, the representative of such User interacting with the Service confirms his/her full and unconditional consent to this Policy and the terms of processing of his/her Personal Data by the Administrator specified in it. In case of disagreement with these terms, the User must refrain from using the Service.

The User's representative gives his/her consent to the Administrator, both for processing his/her Personal Data and for their transfer to third parties in cases stipulated by the Policy, even when such transfer is carried out on the territory of other states (cross-border transfer).

3. By signing this Agreement and agreeing to this Policy as specified in Section 1 of the Agreement, the User is a legal entity, represents and warrants that he/she has obtained a full and unconditional acceptance of all of his/her representatives who interact or will interact with the Service, the processing of their Personal Data by the Administrator on the terms of this Policy, as well as the fact that they have read and fully agree with this Policy.

Further on, the term "User" in this Policy means both the User himself/herself and all his/her representatives interacting with the Service on behalf of the User.

4. The terms of this Policy shall apply to all Personal information specified during Registration (the binding information marked in a special way, other information provided by the User at his/her discretion) and shown in the User accounts, and any other information that under the applicable legislation of the Russian Federation is recognized as personal data and which may be obtained from the User by the Administrator under this Agreement, and (without limitation) the following User data, which will be considered Personal for purposes of the Agreement and this Policy:
 - 4.1. last name, first name, patronymic;
 - 4.2. mobile phone number, other phone numbers (home, service, etc.);
 - 4.3. e-mail address(s);
 - 4.4. information on the User's activities on the Service (and/or third-party services, such as social networks),

- including information on pages the User visited and the time the User spent on such pages, as well as information on comments, reviews, requests to the Administrator, and so on;
- 4.5. any information on the User provided by the former (received by the Administrator from the User) during the use of the Service
 - 4.6. photos, including those posted by the User on the Service or when using the Service, including profile photos, etc.
 - 4.7. data that is automatically transmitted to the Service during its use by the software installed on the User's device, including the IP address, cookies, data on the User's browser (or other program that accesses the Service), technical characteristics of the hardware and software used by the User, date and time of access to the Service, addresses of requested pages, and other similar information;
 - 4.8. information on the User's device, including, for example, the model, operating system and version, name of the software and files and their version, preferred language, unique device ID, advertising IDs, serial number, device movement data, and mobile network information;
 - 4.9. server log data, which may include information about the device's IP address, login date and time, Service functions or pages viewed, system crashes or other actions, browser type, and third-party sites or services that the User used before interacting with the Service;
 - 4.10. any other information related directly or indirectly to the User and/or third parties, which information is provided by the User operating on the Service, the Administrator's Website, through the Provider and/or via e-mail.
5. The Administrator reserves the right to make changes to this Policy. It is the User's responsibility to read the Policy every time he/she accesses the Service. The latest version of the Policy takes effect since it is posted on the Administrator's Website. Continued use of the Service after the publication of the latest version of the Policy on the Administrator's Website means acceptance of such an update of the Policy and its modified terms by the User. In case of disagreement with the changed terms of the Policy, the User must refrain from continuing to use the Service.
 6. The Administrator takes the required and adequate management and technical measures to protect Personal Data from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties (including restricting access to such information by other users of the Service, employees and partners of the Administrator, third parties, as well as imposing sanctions on such persons for violating the confidentiality with respect to Personal Data).
 7. Cookies exchanged between the Administrator's and the User's equipment can be used to automatically configure the Authorization, to track specific trends in relation to the User, to provide personalized services to the User, to target ads appearing or sent to the User, for statistical and research purposes, as well as to improve the Service and its performance, as well as to achieve other Goals.

The structure of the cookie, its content and technical parameters shall be defined by the Administrator and may change without prior notice to the User.

The User has the right to reset the settings for accepting Cookies and/or prohibit his/her browser from accepting all Cookies, or set up a notification before sending these files.

Thereat, the Administrator shall be entitled to specify that the provision and correct operation of certain function of the Service is possible only if the User accepts and receives Cookies.

8. The Administrator requests, receives, collects and processes Personal Data, including those specified in Clause 4 of this Policy. When processing the Users' personal data, the Administrator shall be guided by the legislation of the Russian Federation and, in particular, Federal law No. 152-FZ dd. 27.07.2006 "On Personal Data".
9. The User's Personal Data shall be kept confidential, except in cases when the User voluntarily submits his/her information for public access to an unlimited number of persons. The User agrees that when using certain functions of the Service, a certain part of his/her personal information becomes publicly available.
10. The Administrator shall be entitled to process the Personal Data, technical information and other information of the User within Ten (10) years since the date of providing such information.
11. The Administrator tracks the visit statistics and use of the Service to optimize the operation of the Service and its functions, as well as to achieve other Goals.
12. Personal Data, technical and other information of the User can be used by the Administrator for the purposes as follow (hereinafter referred to as the "Goals"):
 - 12.1. for Registration, Authorization, and other User identification procedures, including as part of the Service, the Agreement;
 - 12.2. communication with the User, including notifications, requests, and information related to the Service operation;
 - 12.3. fulfillment of the Administrator's obligations to the User and third parties, transfer of Personal Data to Recipients;
 - 12.4. improving the quality and efficiency of the Service, developing and implementing new services and functions;
 - 12.5. conducting statistical and other researches based on depersonalized data;
 - 12.6. delivery of justice, if the Administrator receives a corresponding request from the authorized bodies;
 - 12.7. compliance with the requirements of the Russian legislation.
13. The Administrator collects and stores those Personal Data only that may be required to achieve the Goals.
14. The Administrator may transfer the Personal Data, technical and other information to third parties (the "Recipients") in the following cases (the "Allowed Transfer"):
 - 14.1. to detect and prevent fraudulent activities, to resolve technical problems or security issues;
 - 14.2. in cases of transfer to the parent, subsidiary and/or affiliated companies of the Administrator that provide services or process data on behalf of the Administrator or for the purpose of data centralization and/or for management purposes;
 - 14.3. in cases of transfer to suppliers, consultants, marketing partners and other service providers who need access to such information to perform (provide services) on behalf of the Administrator;
 - 14.4. when such transfer occurs (i) in connection with or in the course of negotiations for a merger, acquisition of the company's assets, consolidation or restructuring, financing, or acquisition of all or any part of the administrator's business by another company or individual (ii) as part of a sale or other transfer of the business (in whole or in part), the acquirer assumes all obligations to comply with the terms of this Policy with respect to the personal data received;
 - 14.5. when such transfer occurs in order to ensure the protection of rights and lawful interests of the

Administrator or a third party in cases when the User violates the Agreement, this Policy or other documents specifying obligations of the User to the Administrator or any third party in connection with the use of the Service;

- 14.6. when anonymized personal data are obtained, when processing the Personal Data of the User by the data depersonalization, which are transferred to a third party for the research, performing works or rendering services on behalf of the Administrator or Recipients (the Administrator and Recipients shall be entitled to grant access to such researches to third parties, and the User agrees to such researches);
 - 14.7. in other cases, when such transfer is allowed by the Russian or other applicable legislation as part of the procedure established by law;
 - 14.8. in other cases, when it is required to achieve the Goals;
 - 14.9. in other cases, when the User has agreed to such actions.
15. The Personal Data submitted by the User may also be used by the Administrator to send newsletters, invite participants to take part in contests, promotions, and other marketing activities of the Administrator or Recipients. The User agrees to receive such newsletters and advertising materials from the Administrator and Recipients, or from other persons on their behalf, to the e-mail address and contact phone number indicated by the User when signing in or later when using the Service. The User shall be entitled to refuse to receive promo and other information without giving a reason. Service messages shall be sent on default and cannot be rejected by the User.
 16. The Administrator does not verify the accuracy of Personal Data submitted by the User, and does not have the ability to assess his/her legal capacity. However, the Administrator assumes that the User provides reliable and adequate Personal Data and keeps them up-to-date.
 17. The Administrator shall not disclose or transmit Personal Data to third parties, except as required in this Policy (including the Allowed Transfer), as well as in other instances where the Administrator considers that it is required to fulfill the requirements of the applicable legislation of the Russian Federation or pursuant to the decision of the court to protect the rights or property of the Administrator for the effective operation of the Service, to protect the personal safety of the User and other clients of the Administrator to investigate or take action regarding illegal or suspected illegal activities, or for other lawful purposes.
 18. The Administrator shall not be responsible for illegal actions of other Recipients in relation to Personal Data.
 19. This Policy is not intended to restrict any rights and/or obligations of the User or Administrator that are binding under the RF legislation. If there is the conflict between the Policy and the binding law of the Russian Federation, such binding law of the Russian legislation shall apply.
 20. Protecting children's privacy is especially important. For this reason, the Administrator does not deliberately collect or store personal information from persons aged 14 years and younger. The Service is not intended for persons under 14.

Users under the age of 14 are not allowed to use the Service.

If the Administrator finds out that personal information of children under the age of 14 was collected on the Service without verifiable parental consent, the Administrator shall take appropriate steps to delete such information. If you are a parent or guardian and find that your child under the age of 14 has been assigned a User Account on the Service, you can notify the Administrator at suuport@datasouls.com and ask the Administrator to delete the child's personal information from the Service system.

The Users aged between 14 and 16 may not use the Service until the Administrator receives the verifiable

parental (guardian) consent to use the Service. The Users between the ages of 14 and 18 or under the age of contractual majority in their country shall not be also allowed to use the Service to participate in any competitions until the Administrator receives the verifiable consent from their parents (guardian) to use or participate in certain competitions. Please check the rules for participation in each competition to make sure that minors are eligible to take part, and make sure that the parental consent form is in the file for each competition.

21. If the European Union (EU) data protection law applies to the processing of the User's Personal data, the User shall be entitled to request access to update, delete and restrict the processing of their Personal Data. The User shall be also entitled to object to the processing of his/her Personal Data or to export them to another service.

For all questions concerning the Personal Data, contact the Administrator at support@datasouls.com. If the User has doubts about his/her rights under the local legislation, the User can contact the local authority for the protection of personal data.

22. The User can at any time initiate the deletion or modification of the information provided by the former (including the Personal Data) by performing the necessary actions on the Service, and if this is not possible, by contacting the Administrator at support@datasouls.com. Thereat, the User understands that the Administrator has the right to continue using all or part of such information in cases permitted by law of the Russian Federation.