CallHelper Personal Data Processing Policy

Effective as of 10 November 2017

This Personal data processing policy (hereinafter referred to as Policy) sets out general principles and rules of personal data processing, as well as measures to ensure such data safety while using CallHelper Information system.

Terms and definitions

The Parties shall use terms and definitions herein as follows:

a) **Automated personal data processing** – processing of Personal data by using means of computer technology.

b) **Personal data blocking** – temporary interruption of Personal data processing (except when processing is required for Personal data update).

c) **Data** – information relating to the User which cannot be classified as Personal data according to the Law.

d) **Data center** – specialized organization providing services for network and server equipment layout, server leasing (including virtual servers), and Internet connection.

e) **Personal data access** – familiarization of certain persons with Personal data processed by the Operator under conditions of confidentiality.

f) **Law** – applicable law of the Russian Federation.

g) **CallHelper Information system** (hereinafter referred to as System) – a set of software products: PC and Widget software available for downloading at the Licensor's Site, which allows a Licensee to enable integration with its CRM-system, make calls through the System using telephone scripts, and collect Database information. Methods of using the System are set out in the License Agreement.

h) **Personal data information system** – a set of Personal data contained in a database as well as information technologies and hardware allowing processing of such Personal data.

i) **Personal data confidentiality** – obligation of any number of persons, who have access to Personal data, to not disclose or distribute Personal data the Userto any third parties without consent of the Personal dat the User, unless otherwise provided by the federal law.

j) **Undeclared (undocumented) software features** – software functionality not described or not meeting description provided in documentation, which when used, may cause alteration of safety features of the protected information.

k) **Personal data processing** – any action or a series of actions (operations) performed towards Personal data with or without software, including personal data acquisition, recording, systematization, accumulation, storage, update and alteration, extraction, use, transfer (distribution, presentation, providing access), depersonalization, blocking, deleting and annihilation.

l)   **Operator** – Independent entrepreneur K. G. Zhukov (Taxpayer ID No. 673102200534), who independently or jointly arranges and/or performs Personal data processing, as well as defines the aims of Personal data processing, the volume of Personal data subject to processing and Personal data handling.

m)   **Personal data** – any information related to directly or indirectly specified natural person (User).

n)   **User** – a person who enters into contractual relations with the Operator based on the <u>License Agreement</u>.

o)   **Personal data provisioning** – actions aimed at Personal data disclosure to a particular person or a certain group of persons.

p)   **Personal data subject** – natural person whose Personal data is subject to processing.

q)   **Third parties** – User's clients (partners) whose data are processed in the CRM-system.

r)   **Personal data annihilation** – actions making it impossible to restore Personal data volume in the Personal data information system and/or resulting in the elimination of tangible Personal data carriers.

s)   **Operator's site (Site)** – a website located under the domain name of http://callhelp.kit-media.com which contains the description of the System's properties.

Other terms and definitions herein shall be interpreted in accordance with the License Agreement (Public Offer) and the Law.

1. GENERAL PROVISIONS

1.1. This Personal Data Processing Policy has been developed in accordance with provisions of the Federal Law "On personal data" of 07.27.2006 No. 152-FZ (revised and expanded) and other legislative and statutory acts and sets out the procedures of work with Personal data as well as with Data which belongs to Users and/or transferred by Users and requirements regarding the ensuring of such Data security.

1.2. Personal data safety measures are an integral part of the Operator's activity.

1.3. Contractual relations between the Operator and the User are governed by the **License Agreement (Public Offer)** https://callhelp.kit-media.com/en/LicenseAgreement.pdf which the the User accepts prior to using the System.

2. PRINCIPLES OF PERSONAL DATA PROCESSING

2.1. Operator shall perform Personal data (Data) processing based on the following principles:

2.1.1. **Legitimacy and equitable basis of the Personal data (Data) processing.** The Operator takes all measures required to ensure compliance with the Law, does not process Personal data when such processing is not allowed by the Law, and does not use Personal data to User's detriment.

2.1.2. **Processing of Personal data (Data) shall be limited to reaching specific predetermined aims of such processing.** Content and scope of the processed Personal data meets the processing purpose declared. Processing of Personal data which does not meet the purposes of Personal data collection is not allowed. Processing of Personal data which exceeds the processing purpose declared is not allowed.

The Operator processes Personal data **solely** for the purpose of fulfilling contractual obligations towards the User.

2.1.3. **Ensuring of accuracy, adequacy and actuality of Personal data (Data) in relation to the goals of Personal data (Data) processing.** The Operator takes all reasonable measures to support actuality of the processed Personal data, including but not limited to enforcement of the right of every Subject to receive their Personal data for consideration and demand that the Operator updates, blocks or annihilates it in the event such Personal data are incomplete, outdated, inaccurate, illegally obtained or are not required for the processing purpose declared.

2.1.4. **Personal data (Data) shall be stored in the form that enables to define the Personal data (Data) User no longer than it's required for the purposes of Personal data processing**, in case the Personal data retention period is not set by the Federal Law or an agreement under which the Personal dat the User acts as a party, beneficiary or guarantor**.**

2.1.5. **Combining databases that contain Personal data (Data) processed for the purposes incompatible with each other is not allowed.**

2.1.6. The Operator shall use Data and/or Personal data of the Third Parties submitted by the User solely in ways specified in the License Agreement.

3. CONDITIONS OF PERSONAL DATA PROCESSING

3.1. Personal data processing by the Operator is allowed in the following cases:

3.1.1. Subject to the User's consent on his/her Personal data processing.

3.1.2. In case of transfer of Personal data of the Personal data subject by the User. the User guarantees that they have received the Personal data Subject's consent to transfer such data to the Operator prior to such transfer.

3.1.3. Personal data shall be subject to publishing and mandatory disclosure as provided by applicable Law.

3.2. The Operator shall not disclose or distribute Personal data to third parties without consent of the the User, unless otherwise is provided by the Law.

3.3. The Operator shall not process Personal data pertaining to special categories and related to race or ethnicity, political views, religious or philosophical beliefs, state of health or intimate life of a Personal data Subject, as well as to Personal data Subject's participation in public associations except as expressly provided by the Law.

3.4. The Operator does not perform Trans-border transfer of Personal data of Users except as expressly provided by the Law.

3.5. The Operator does not make decisions that entail legal consequences for the User or otherwise affecting rights and interests of Users, based solely on the automated Personal data processing. Any data entailing legal consequences or otherwise affecting rights and interests of Users, shall be subject to verification by authorized employees of the Operator prior to their use.

4. PERSONAL DATA AND OTHER DATA COLLECTION AND PROCESSING

4.1. The Operator shall collect and retain only the Personal data (Data) required for the provision of the Non-exclusive license and interaction with the User.

4.2. The list of Personal data of the User (natural person) approved for processing by the the User shall be as follows:

a) Full name;

b) Contact phone number;

c) IP address;

d) E-mail address.

4.3. Personal data (as well as other Data provided by the User) may be used for the following purposes:

4.3.1. provision of the Non-exclusive license to the User based on the License Agreement;

4.3.2. in order to identify the User;

4.3.3. in order to interact with the User;

4.3.4. in order to send promotional materials, information and requests to the User;

4.3.5. in order to conduct statistical and other studies.

4.4. The Operator shall use Personal data in accordance with the Federal Law "On personal data" of 07.27.2006 No. 152-FZ and the Operator's in-house regulations.

4.5. Any Personal data and other Data of Users shall be kept confidential, except when the said data are publicly available.

4.6. The Operator has a right to retain an archive copy of Personal data or other Data, including without limitation after the User's account was deleted from the System.

4.7. The Operator has a right to transfer Personal data and other Data of the User without the User's consent to the following persons:

4.7.1. State authorities, including without limitation agencies conducting initial inquiries and pretrial investigations, as well as local government authorities upon their reasonable request;

4.7.2. The Operator's partners for the purposes of fulfilling contractual obligations towards the User;

4.7.3. In other cases expressly provided for by the Law.

4.8. The Operator has a right to transfer Personal data and other Data to any third parties not specified in Paragraph. 4.7 of the Policy in the following cases:

4.8.1. If the User expressed their consent to such actions;

4.8.2. If such transfer is required as part of the User's use of the System or for the provision of the Non-exclusive license to the User;

4.8.3. If such transfer takes place within the frame of sale or other transfer of business (as a whole or in part); in such event all obligations to comply with the terms and conditions of this Policy shall be transferred to a purchaser.

4.9. The Operator performs automated Personal data and other Data processing.

4.10. Access to Information systems containing Personal data is provided by means of a password system. Passwords are set by the Operator's authorized co-operators and disclosed separately to the Operator's employees, who have access to Personal data (Data).

4.11. the User has a right by their own choice to provide the Operator's technical support service with access to the User's account on the Site for the purposes of technical support. The User's account can be accessed using username and password. During the access the Operator is entitled to view Data (Personal data) with no right of copying (changing) any such data.

4.12. the User confirms that Third Parties data are included in the System only after receiving consent of such parties.

5. CHANGE OF PERSONAL DATA

5.1. The User can change (update) Personal data at any time using their Personal cabinet or by submitting a written request to the Operator.

5.2. The User has a right to delete Personal data (Data) at any time using the Personal cabinet functionality.

6. PERSONAL DATA CONFIDENTIALITY

6.1. The Operator shall ensure confidentiality of Personal data (Data) he processes in the order established by the Law. Confidentiality protection is not required for:

6.1.1.   Personal data after data depersonalization;

6.1.2.   Personal data, an unlimited access to which was provided by the User or upon User's request (hereinafter referred to as Personal data made public by User)

6.1.3.   Personal data subject to publishing or mandatory disclosure in accordance with the Law.

7. 3 USER'S CONSENT TO PERSONAL DATA PROCESSING

7.1. the User makes a decision to provide their Personal data to the Operator and give their consent to processing of such data of their own free will and volition.

7.2. Personal data of persons who entered into contractual relations with the Operator contained in the unified state registers of legal entities and individual entrepreneurs are open to public, with the exception of information on number, issue date and authority that issued the identity document of the individual. Protection of such data confidentiality and Users' consent to such data processing shall not be required.

8. RIGHTS OF PERSONAL DATA SUBJECTS

8.1. the User has a right to receive information regarding their Personal data (Data) processing. the User is entitled to demand that the Operator provides adjusting of their personal data, as well as data blocking or annihilation in case of personal data are incomplete, outdated, inaccurate, illegally obtained or inessential for processing purpose declared, and to take any measures provided by law to protect their rights.

8.2. In case the User believes that the Operator performs their Personal data processing in violation of the Law or otherwise violates their rights and freedoms, the User is entitled to appeal against the Operator's action or inaction to the body authorized for the protection of data subject rights or to the court.

8.3. The User has a right to protect their rights and legitimate interests including compensation of losses and/or compensation for moral harm in court without limitation.

9. OTHER PROVISIONS

9.1. This Policy and relations between the User and the Operator arising from the Policy application are governed by the law of the Russian Federation.

9.2. Any possible disputes are subject to resolution in accordance with the Law.

Prior to initiation of any legal action, the User must comply with the mandatory pretrial procedures and submit a corresponding written complaint to the Operator. Such complaint must be answered within 30 (thirty) business days.

9.3. In case one or more provisions of this Policy are deemed illegal or invalid, such invalidity would not lead to invalidating of other provisions of the Privacy Policy.

9.4. The Operator has a right to introduce amendments to this Policy (as a whole or in part) unilaterally without prior agreement with the User. All amendments become effective on the following day after they are published on the Site.

9.5. the User shall independently follow the amendments to the Privacy Policy by regularly reviewing its relevant versions.

10. OPERATOR'S CONTACT DETAILS

Independent entrepreneur Konstantin Gennadyevich Zhukov

Postal address: 214014, Isakovskogo Str, 22 apt. 13, Smolensk, Russia

Contact phone number: +7 4812 63-10-63

E-mail: callhelp@kit-media.com