

Confidentiality Policy

Saint-Petersburg

Effective from March 27, 2017

This Personal Information Confidentiality Policy (hereinafter “Policy”) shall apply to all information that LEOGRAM and/or affiliated entities thereof, including all entities that are members of the same group with LEOGRAM, can receive with regard to User during his/her using any LEOGRAM site, service, software, or product (hereinafter “the Services”, “the LEOGRAM Services”) and in the course of LEOGRAM performing any agreements and contracts with User. User’s consent to the Policy expressed in the framework of relations with one of the above-mentioned entities shall apply to all the other above-mentioned entities.

The use of the LEOGRAM Services shall mean unconditional consent of User to this Policy and conditions of processing his/her personal information specified herein; in case of disagreement with these conditions User shall refrain from using the Services.

1. User personal information processed by LEOGRAM

1.1. Under this Policy, “User personal information” shall mean:

1.1.1. Personal information that User voluntarily provides about him/herself at registration (when creating an account) or in the course of using the Services, including User's personal data. Information required to be provided in order to obtain access to the Services is marked in a special way. Other information is provided by User at his/her discretion.

1.1.2. Data that is automatically transmitted to the LEOGRAM Services in the course of use thereof with the help of software installed on User’s device, including the IP address, cookie file data, information on User’s browser (or other software enabling access to the Services), technical characteristics of the equipment and software utilized by User, the date and time of access to the Services, addresses of requested pages and other similar information.

1.1.3. Other information on User, the processing of which is provided for under the terms and conditions of use of individual LEOGRAM Services.

1.2. This Policy shall apply only to information processed in the course of use of the LEOGRAM Services. LEOGRAM does not control and shall not be held responsible for the processing of information on third party websites that User may access by using links available on LEOGRAM websites, including as a result of search.

1.3. LEOGRAM shall not verify personal information provided by User as to accuracy thereof, not being in a position to evaluate legal capacity of User. However, LEOGRAM will act on the assumption that User provides accurate and adequate personal information and maintains the same updated. The consequences of providing inaccurate or incomplete information are set out in the LEOGRAM Services User Agreement (<https://leogram.com/en/terms>)

2. Purpose of processing User personal information

2.1. LEOGRAM accumulates and stores only such personal information, which is needed for the provision of the Services or the performance of agreements and contracts with User, except for cases where mandatory storage of personal information for a certain period is required by law.

2.2. LEOGRAM processes User personal information for the following purposes:

2.2.1. Identification of the party under the Services, agreements and contracts with LEOGRAM;

2.2.2. Provision of personalized Services to User and performance of agreements and contracts;

2.2.3. Communication with Users, including using LiveChat system, the dispatch of notices, requests and information in regard to the use of the Services, performance of agreements and contracts, and processing of User requests and applications;

2.2.4. Improving the quality of the Services, convenience of using thereof, developing new Services;

2.2.5. Conducting statistical and other research based on anonymous data.

3. Terms and conditions of processing User personal information and transfer thereof to third parties

3.1. LEOGRAM will store User personal information in accordance with internal regulations for specific services.

3.2. Confidentiality of User personal information shall be maintained except for cases when such information is voluntarily made available by User to the general public. When using individual Services, User agrees that a certain part of his/her personal information may appear in the public domain.

3.3. LEOGRAM shall be entitled to transfer User personal information to third parties in the following cases:

3.3.1. User expresses his/her consent to such actions;

3.3.2. The transfer in question is needed for User to have access to a certain Service or for the performance of a certain agreement or contract with User;

3.3.3. The transfer is required by Russian or other applicable law under a legal procedure;

3.3.4. The transfer is taking place within a framework of the sale or any other transfer of the business (in full or in part), with the successor in business acquiring all the obligations to comply with this Policy regarding the personal information so obtained;

3.3.5. For the purpose of ensuring protection of LEOGRAM rights and lawful interests, or rights and lawful interests of third parties, in cases where User is in breach of the LEOGRAM Services User Agreement (<https://leogram.com/en/terms>), this Policy, or documents containing terms and conditions of individual Services.

3.3.6. Anonymous statistical data are obtained as a result of User personal information processing, which are then made available to a third party for research purposes, or the performance of works, or the provision of services according to LEOGRAM's instructions.

3.4. In processing User personal data, LEOGRAM shall be guided by the Federal Law of the Russian Federation "On Personal Data" and Law of European Union "General Data Protection Regulation".

4. Change and removal of personal information. Mandatory data storage

4.1. User may at any time change (update, expand) his/her personal information or any part thereof by making use of the personal data edit function in his/her profile (<https://new.leogram.com/settings>).

4.2. User may also remove personal information provided under a certain account by contacting the Service support using the contact data specified in clause 8.1 of the Confidentiality Policy. If an account is removed, it may result in the impossibility to access some of the LEOGRAM Services.

4.3. The rights provided for in clauses 4.1. and 4.2. hereof may be restricted in accordance with the requirements of the law. In particular, such restrictions may oblige LEOGRAM to store information modified or removed by User for a period of time set by law, and to hand over such information to a state body in accordance with a legally established procedure.

5. Personal information processing with the help of cookie files and counters

5.1. Cookie files transmitted by LEOGRAM equipment to User and by User equipment to LEOGRAM may be used by LEOGRAM for the provision of personalized Services to User, for the targeting of advertisements displayed to User, for statistical and research purposes, and for the purpose of improving the LEOGRAM Services.

5.2. User is aware that equipment and software used by him/her for accessing Internet sites may have a function of disabling operations with cookie files (for all sites or for any individual site) and deleting cookie files received earlier.

5.3. LEOGRAM may establish that the provision of a certain Service is only possible on condition that cookie file transmission and receipt are enabled by User.

5.4. The cookie file structure, content and technical parameters shall be determined by LEOGRAM and may change without prior notification of User.

5.5. Counters positioned by LEOGRAM in the Services may be used to analyze User cookie files, collect and process statistical information on the use of the Services, and to ensure operation of the Services as a whole or their individual functions. Technical parameters of counter operation shall be established by LEOGRAM and may change without prior notification of User.

6. Measures taken to protect User personal information

6.1. LEOGRAM shall take the required and adequate organizational and technical measures to protect User personal information from unlawful, unauthorized or accidental access, destruction,

modification, blocking, copying, dissemination or other illegal acts and actions of third parties with regard to it.

7. Confidentiality Policy modification. Applicable law

7.1. LEOGRAM may introduce modifications to this Confidentiality Policy. When changes are made, the new version shall contain an indication of the date of the latest update. A new Confidentiality Policy version becomes effective as of the date of posting thereof, unless provided otherwise by the new Confidentiality Policy version. The version currently in force shall be accessible at all times at <https://leogram.com/en/privacy>.

7.2. This Policy and relations between User and LEOGRAM arising under the Confidentiality Policy shall be governed by the law of the Russian Federation.

8. Feedback. Questions and suggestions

8.1. All questions and suggestions relating to this Confidentiality Policy may be directed by User to LEOGRAM User Support Service at support@leogram.com.

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