Personal Information Protection Rules of the Users of the «GemaTron» Internet Services (including naming as — "Privacy Policy")

1. General Provisions

1.1. These Personal information protection rules of the users of the «GemaTron» Internet services (hereinafter referred to as "Rules") function

towards all the information, that "GemaTron" (hereinafter referred to as "Company") and / or its affiliated persons can receive from anindividual during the time of use of any Company's websites, services, software and products, that are posted on the Internet (hereinafterreferred to as "Services" and "User" respectively).

- 1.2. In order to ensure that Services provides the best experience possible for everyone, we strongly enforce a no tolerance policy for objectionable content. If you see inappropriate content, please use the "Report" feature which available in all our apps.
- 1.3. This Rules are worked out with the purpose of providing proper protection of the personal data of Users, other information about Users, from an unauthorized division and disclosure.
- 1.4. These rules have been developed and are used according to the Terms of use of Company's Services. In case these Rules conflict with other official documents of the Company, these Rules control.
- 1.5. These Rules apply to Company Services only. The Company is not responsible for the Internet resources of the third parties that can be followed by the Users, using the links available on the Company's Internet resources, including the search results.
- 1.6. The use of Company's Services by User means voluntarily, free, complete and unreserved agreement of the User on complete, storage and processing of his personal data in volumes sufficient and necessary for the use of Service.
- 1.7. Using of Services of Company by User means the complete and unreserved consent of User with the real Rules and terms of treatment of his personal information indicated in them "as is", without some conventions and reservations. In case of disagreement with these Rules the User must abstain from using the Services.

1.8. Claims of Users, using some of the Services of Company, related to disagreement of User with the real Rules, insignificant and not entertained.

2. User's personal data which is being received and processed by the Company

- 2.1. Within these Rules under "User's personal data" is understood the following:
- 2.1.1. Personal data, given solely by the User during the registration (account creation) or during the use of Services, including the User's personal data;
- 2.1.2. Data, automatically passed to the Services in the process of its use with the help of installed software on the User's device, including IP address, information from cookie and user's browser (or another program, which helps to get access to the Services), access time, the address of the requested page;
- 2.1.3. Additional information, given by the Users on Company's demand for the implementation of the Company's commitments, given to the Users. The Company reserves the right, particularly, to request from the User the copy of the document, proving his identity or any other document, containing his name, surname, photo, or other additional information, that is at Company's option will be necessary and sufficient to identify such a User and will allow to exclude the abuse and violation of the third parties' rights.
- 2.1.4. Other information about the User, gaining and / or providing of which is defined in the adjusted documents of Company's separate Services.
- 2.2. The Company doesn't do a compulsory validity check of the personal data, provided by the Users. A company is not an organ that is right to determine the capability of Users, because of what Company does not carry out verification of capability of Users and cannot be responsible for the harm inflicted to the third persons by such incompetent Users. But the Company issues from the fact, that the User gives correct and sufficient information asked in the registration form and supports this information updated. The consequences of providing unreliable information are defined in the Terms of use of Company's Services.

- 2.3. The Company does not collect and store any payment cards (including credit cards) information and corresponding Users' payments information.
- 2.4. Within processing of personal data the Company is authorized to collect, record, systematize, accumulate, analyze, use, extract, distribute or transfer information, including cross-border supply, obtaining, processing, storing, clarification (updating, editing), sanitization, blocking, removal and elimination of any personal data by maintaining a database automatically, mechanically or manually for:
- 2.4.1. maintaining and actualization of the client database;
- 2.4.2. reception and research of statistic data about sales and service quality;
- 2.4.3. holding marketing programs;
- 2.4.4. carrying out surveys and research to identify the level of the User's satisfaction/frustration and increasing service quality;
- 2.4.5. advertising and other product and service promotion in the market by contacting me and other customers.

3. Purposes and terms of gaining and processing of Users' Personal Data

- 3.1. Processing of the Personal Data is done by such principles:
- 3.1.1. Legality of purposes and ways of processing the Personal data;
- 3.1.2. Conscientiousness;
- 3.1.3. Compliance of the purposes of processing Personal data with the purposes, prior defined and stated when gaining Personal data and authority of the Company;
- 3.1.4. Compliance of the rate and kind of processed Personal data and ways of processing Personal data with the purposes of processing Personal data.
- 3.2. The company gains and stores only Personal data that is needed for providing of Services and rendering of services (executing agreements and contracts with the User).

- 3.3. The Personal data can be used by the Company for the following purposes:
- 3.3.1. User's identification within agreements and contracts with the Company;
- 3.3.2. Providing of the Services to the User;
- 3.3.3. Communication with the User, including messages, Company news, commercial offers, requests and information concerning the use of the Services, service rendering and processing of the User's inquiries and requests;
- 3.3.4. Service quality improvement, conveniences of its use, development of the new Services;
- 3.3.5. Personalization of the advertising material demonstration;
- 3.3.6. Implementation of statistical and other researches based on depersonalized data.
- 3.4. As to the User's personal data its confidentiality is kept in secret, except for cases, when the user gives his personal data to the general access at his will. The User agrees to the state that a particular part of his personal data becomes generally accessible.
- 3.5. The company reserves the right to give the User's personal data to the third parties in the following cases:
- 3.5.1. The User has given a permission for such actions;
- 3.5.2. Such operation is necessary within the use of particular Service by the User or receiving some kind of service by him;
- 3.5.3. Such operation is contemplated by current legislation within established legislative procedure;
- 3.5.4. Such operation is held within the case of selling or giving in use the Services and / or Company (entirely or partly). But in such a case the acquirer shall observe all the commitments written in these Rules about received Personal data;
- 3.5.5. In purpose of providing the possibility of rights protection and legal interests of the Company or third parties.

- 3.6. The Company provides the reasonable mode of confidentiality of the personal data of User, and honestly takes reasonable organizational and technical measures to protect the User's personal data from unauthorized or accidental access, extermination, change, blockage, copy, distribution and other unauthorized actions from the third parties.
- 3.7. The Company does not carry responsibility for violation of the mode of confidentiality of the personal data, if such violation arose up because of wrong acts of the third persons, entailing the loss of information (breaking, hacker attacks, etc.).

4. Changing of Personal Data by the User

- 4.1. The User can change (update, add) the given information or its part any time, using the function of editing personal data in the section of the corresponding Service.
- 4.2. The User can also remove his personal data records, given within particular account. After the removal of this information the User won't be able to use the Services or its separate tools, services and functional features.

5. Objectionable Content Policy

- 5.1. Content may not be submitted to Services, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content.
- 5.2. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

6. Closing provisions

6.1. The Company reserves the right to make changes in these Rules. When the changes in the actual version of the Rules are done, the date of the last update is indicated. The new version of the Rules is effective from the moment of its publication, if another action is not contemplated by the new version of the Rules.

- 6.2. To this Regulation and relations between the User and the Company arising from the application of the Regulation shall apply international law, and the law of the British Virgin Islands.
- 6.3. All the suggestions and questions concerning these Rules should be sent to the technical support service, to the following address: abuse@repackov.net
- 6.4. All correspondence, received by the Company from the User (in written or electronic form), belongs to the information of limited access and is not disclosed without written consent of the User. Personal data and other information about the User, who has sent the request, can't be used in any other way (without special consent from the User), than to answer the received question or in cases that are directly contemplated by the legislation.

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