

# PRIVACY POLICY

Sochi

February 01, 2017

This Data Privacy Policy (hereinafter referred to as the "Privacy Policy") shall apply to all information about the User posted on www.gastreet.com domain, which can be received while using the website, programs, and services.

## 1. TERMS AND DEFINITIONS

1.1. The following terms are used in this Privacy Policy:

1.1.1. The "Internet Shop Website Administration" (hereinafter referred to as the "Website Administration") shall mean the employees authorized to manage the website, acting on behalf of NOMER ODIN, LLC, who organize and/or perform personal data processing as well as determine the purposes of processing the personal data, the composition of the data to be processed, and the actions (operations) to be performed with regard to the personal data.

1.1.2. "Personal data" shall mean any information directly or indirectly relating to an identified or identifiable natural person (personal data subject).

1.1.3. "Personal data processing" shall mean any action (operation) or a set of actions (operations) performed in regard to the personal data with or without automation tools, including collection, recording, systematization, accumulation, storage, specification (updating, modification), retrieval, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of the Personal data.

1.1.4. "Confidentiality of Personal data" shall mean a mandatory requirement for the Operator or another person who received access to the Personal data to prevent their distribution without the consent of the Personal data subject or other legitimate grounds.

1.1.5. "Website User" (hereinafter referred to as the "User") shall mean a person who has access to the Website via the Internet.

1.1.6. "Cookies" shall mean a small piece of data sent by a web server and stored on the User's personal computer that the web client or web browser each time sends to the web server in an HTTP request upon attempt to open a respective webpage.

1.1.7. "IP-address" shall mean a unique network node address in a computer network based on IP protocol.

## 2. GENERAL PROVISIONS

2.1. The User's use of the Website shall mean acceptance of this Privacy Policy and the terms of processing the User's Personal data.

2.2. In the event of disagreement with the terms and conditions of this Privacy Policy, the User shall cease using the Website.

2.4. The Website administration does not verify the authenticity of the Personal data provided by the User of the Website.

## 3. SUBJECT MATTER OF THE PRIVACY POLICY

3.1. This Privacy Policy sets forth the obligations of the Website Administration not to disclose and ensure protection of confidentiality of the Personal data that the User submits upon request of the Website Administration when registering on the Website.

3.2. The Personal data permitted for processing under this Privacy Policy shall be provided by the User by filling out the registration form on the Website:

3.2.1. the User's full name;

3.2.2. the User's contact phone number;

3.2.3. the User's e-mail address.

3.3.1. Disabling cookies may result in the inability to access certain sections of the Website that require authentication.

3.3. Any other Personal data not specified above shall be subject to secure storage and non-distribution, except as provided in par. 5.2. and 5.3. of this Privacy Policy.

#### **4. THE PURPOSES OF COLLECTION OF THE USER'S PERSONAL DATA**

- 4.1. The Website Administration may use the User's Personal data for the purposes of:
- 4.1.1. Identification of the User registered on the Website for ordering the services.
  - 4.1.2. Granting the User access to the customized resources of the Website.
  - 4.1.3. Establishing feedback with the User, including sending notices and requests concerning the use of the Website, rendering services, processing requests and applications from the User.
  - 4.1.4. Determination of the User's location in order to ensure security and fraud prevention.
  - 4.1.5. Confirmation of the authenticity and completeness of the Personal data submitted by the User.
  - 4.1.6. Advising the Website User of the status of the Order.
  - 4.1.7. Processing and receiving payments.
  - 4.1.8. Providing the User with efficient client and technical support in case of occurrence of any problems associated with the use of the Website.
  - 4.1.10. Sending to the User subject to obtaining his/her consent special offers, information about prices, and newsletters.
  - 4.1.11. Carrying out advertising activities with the consent of the User.

#### **5. THE METHODS AND TIMELINES OF PROCESSING THE PERSONAL DATA**

- 5.1. Processing the User's Personal data shall be carried out for an unlimited period of time, by any legitimate method, including in Personal data information systems with or without automation tools.
- 5.2. The User agrees that the Website Administration may transfer the Personal data to third parties, in particular courier services, postal organizations, and telecommunication operators solely for the purpose of rendering the services.
- 5.3. The User's Personal data may be transferred to the authorized state agencies of the Russian Federation only on the grounds and in the manner established by the legislation of the Russian Federation.
- 5.4. In the event of loss or disclosure of the Personal data, the Website Administration shall advise the User of the loss or disclosure of the Personal data.
- 5.5. The Website Administration shall take the required administrative and technical measures aimed to protect the User's Personal data from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties.
- 5.6. The Website Administration together with the User shall take all measures required to prevent losses or other adverse consequences caused by the loss or disclosure of the User's Personal data.

#### **6. THE OBLIGATIONS OF THE PARTIES**

##### **6.1. The User shall:**

- 6.1.1. Submit the Personal data required to use the Website.
- 6.1.2. Update and supplement the submitted Personal data in case of changes in such data.

##### **6.2. The Website Administration shall:**

- 6.2.1. Use the information received solely for the purposes specified in clause 4 of this Privacy Policy.
- 6.2.2. Ensure secrecy of the confidential information, not disclose the confidential information without the prior written permission of the User, as well as not sell, exchange, publish or disclose other User's Personal data except as provided in par. 5.2. and 5.3. of this Privacy Policy.
- 6.2.3. Take precautions in order to protect the confidentiality of the User's Personal data in accordance with the procedure normally used to protect such information in the existing business practice.
- 6.2.4. Block the Personal data of a respective User as of the time of application or request of the User or his/her legitimate representative or an authorized agency for protection of the rights of the personal data subjects during the verification period, in case of revealing unreliable Personal data or illegal actions.

#### **7. THE LIABILITY OF THE PARTIES**

- 7.1. The Website Administration which has failed to perform its obligations shall be liable for the losses incurred by the User due to misuse of the Personal data in accordance with the legislation of the Russian Federation, except for the cases provided for in par. 5.2., 5.3., and 7.2. of this Privacy Policy.

7.2. In case of loss or disclosure of the Confidential Information, the Website Administration shall bear no liability if such confidential information:

7.2.1. Became available to general public prior to its loss or disclosure.

7.2.2. Was received from a third party prior to its receipt by the Website Administration.

7.2.3. Was disclosed with the consent of the User.

## **8. THE SETTLEMENT OF THE DISPUTES**

8.1. Before applying to the court with a claim for disputes arising out of the relations between the User of the Internet Shop Website and the Website Administration, either party shall mandatorily file a claim (a written proposal for an amicable settlement of the dispute).

8.2. The addressee of the claim shall within 30 calendar days of the date of receipt of the claim notify the claimant in writing about the results of the claim examination.

8.3. Should the parties fail to reach an agreement, the dispute shall be referred to court in accordance with the current legislation of the Russian Federation.

8.4. This Privacy Policy and the relations between the User and the Website Administration shall be governed by the current legislation of the Russian Federation.

## **9. ADDITIONAL TERMS AND CONDITIONS**

9.1. The Website Administration may amend this Privacy Policy without the User's consent.

9.2. The new Privacy Policy shall become effective as of the time of its posting on the Internet Shop Website unless the new version of the Privacy Policy provides otherwise.

9.3. Any proposals or questions concerning this Privacy Policy shall be posted in the "Contacts" section.

9.4. The current Privacy Policy may be found on URL: [www.gastreet.com](http://www.gastreet.com).

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