

PRIVACY POLICY (EU)

Version 1.0

This Personal Data Privacy Policy (hereinafter the **Privacy Policy**) applies to all information that <http://yoloco.io/> (hereinafter the **Site**) may obtain about the User of the Site during the use of the Site, its programs and its products.

1. Definitions

"**Personal data**" means any information relating directly or indirectly to a certain or identifiable individual (subject of personal data).

"**Processing of personal data**" means any action (operation) or a set of actions (operations) performed with or without the use of automation with personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, change), extraction, use, transfer (distribution, provision, access), anonymization, blocking, removal, destruction of personal data.

"**Confidentiality of personal data**" means mandatory requirement for the Operator or other person granted access to personal data to prevent its dissemination without the consent of the subject of personal data or availability of other legal grounds.

"**User**" means a person who has access to the Site via the Internet and uses the information, materials and products of the Site.

2. General provisions

2.1. This Privacy Policy of ZANTEMARK LIMITED (hereinafter the **Operator**) applies when using www.yoloco.io and other Internet services, which refer to this Privacy Policy, and through which ZANTEMARK LIMITED collects personal data of any persons visiting the specified sites (hereinafter the Site).

By providing their personal data the User agrees that the provided personal data will be processed by ZANTEMARK LIMITED (company number HE 426044, registered at Themistokli Dervi, 5 Elenion Building, 1066, Nicosia, Cyprus) (hereinafter the **Site Administration**), both with and without the use of automation means.

Use of the Site by the User means consent to the Privacy Policy and terms of processing of the personal data of the User.

2.2 The Privacy Policy is developed in accordance with requirements of EU GDPR, other laws of EU governing personal data processing and bylaws adopted for their implementation.

2.3. Use of the Site's services by the User means his/her unconditional consent to the Privacy Policy and the terms of processing of the User's personal data on the Site.

2.4. In case of disagreement with the terms of the Privacy Policy the User must terminate using the Site.

2.5. The Privacy Policy defines the main purposes and conditions of the personal data processing of the Users and information about implemented requirements to protection of the personal data of the Users.

2.6. The Privacy Policy applies only to the Site. The Site Administration does not control and is not responsible for the websites of third parties, to which the User can click the links available on the Site.

2.7. The Site Administration is an operator only of the personal data, which it receives from the Users while using the Site with their consent, implied by conduct on the Site by the Users.

2.8. The Site Administration does not check the accuracy of personal data provided by the User on the Site. The Site Administration assumes that the User provides truthful and sufficient personal data, and keeps this information up to date. The User bears full responsibility for the consequences of providing inaccurate or invalid personal data.

2.9. The User confirms that by providing their personal data and giving consent to their processing, he acts voluntarily, of his own free will and in their own interest, and confirms his legal capacity.

2.10. In case of disagreement with the terms of the Privacy Policy the User must terminate using the Site.

2.11. Privacy Policy sets out the obligations of the Operator on non-disclosure and ensuring the regime of protection of personal data, which the User provides at the request of the Operator during the registration on the Site, subscription to the informative e-mail newsletter or during the order placement.

2.12. Personal data permitted to be processed under this Privacy Policy is provided by the User by filling in the forms on the Site and includes the following information

- **Contact Data**, which includes your email address, postal address, billing address (if different), telephone number (including any phone number used to contact our customer services number).
- **Email Data**, which includes your email message bodies, subject lines, attachments, metadata, and headings.
- **Financial and Transaction Data**, which includes payment card details, details of payments to and from you, and other financial and billing information.
- **Identity Data**, which includes date of birth, first name, last name, title, job position, and the name of the organization at which you work.
- **Marketing and Communications Data**, which includes your preferences in receiving marketing from us and our third parties and your communication preferences.
- **Profile Data**, which includes information about purchases from us made by you, product interests, preferences, feedback, and survey responses.
- **Technical Data**, which includes your internet protocol (IP) address, cookie identifiers, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access our Services.
- **Usage Data**, which includes information about how you use our Services and products, such as clickstream to, through, and from our Services (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.

3. Purposes of collection of personal information of the User

3.1 The Operator is entitled to use the User's personal data for the following purposes:

- 3.1.1 Providing the registration (authorization) on the Site, access to the Site and any other cases associated with such actions.
- 3.2.2. Providing the User with access to personalized resources of the Site.
- 3.2.3. Establishment of feedback with the User, including sending notices, requests regarding the use of the Site, provision of services, processing of requests and applications from the User.
- 3.2.4. Create an account if the User has agreed to create an account.
- 3.2.5. Provision of effective customer and technical support to the User when there are problems associated with the use of the Site.
- 3.2.6. Ensure operability and security of the Site, to confirm actions performed by Users, to prevent fraud, computer attacks and other abuses, as well as to investigate such cases.

4. Terms of processing of personal data of the Users

4.1. The Site stores personal data of the Users in accordance with the internal regulations of particular services. The Site Administration have appropriate security measures in place to prevent personal information from being accidentally lost, or used or accessed in an unauthorized way. Services use Secure Sockets Layer (SSL) certificates to verify our identity to your browser and to encrypt any data you give us via the Services. Whenever information is transferred between us in this way, you can check the relevant SSL certificate by looking for a closed padlock system or other trust mark in your browser's URL bar or toolbar. We have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

4.2. With regard to the personal data of the User, the confidentiality of such data is preserved, except for cases when the User voluntarily provides his/her personal data for public access to an unlimited number of persons. In using particular services the User agrees that a certain portion of their personal data will become publicly available.

4.3. The Site Administration limit access to User's personal information to those who have a genuine business need to know it, such as our staff, affiliates, professional advisers, and business partners, suppliers, and subcontractors. Those processing your information will do so only in an authorized manner and are subject to a duty of confidentiality. The Site Administration may be required to share User's personal information for prevention of crime or where otherwise required to do so by other regulators or by law. If User choose to integrate your third-party email service or social-media or content-sharing platform service with our Services, the providers of those third-party services will remain the controller of your personal data and we will process the data on their behalf and share any information that you enter into their integrated versions via our Services with them.

4.4. The Site Administration may be required by law to preserve or disclose User's personal information and service data to comply with any applicable law, regulation, legal process, or governmental request, including in order to meet national security requirements. In addition, if we will also disclose personal information to the relevant authorities if we believe it is necessary to do so in order to prevent fraud, investigate any suspected illegal activity, or protect Users' safety.

4.5. The Site has the right to transfer the personal data of the Site User to third parties in the following cases:

4.5.1. The User has consented to such actions

4.5.2. The transfer is necessary for the User of the Site to use a particular service or to perform a particular agreement or contract with the User of the Site.

4.5.3. The transfer is stipulated by the applicable law within the procedure established by law.

4.6. The Site Administration hereby notifies the User that if the User wishes to have his/her personal data clarified, blocked or destroyed, if the personal data is incomplete, outdated, inaccurate, illegally obtained or is not necessary for the stated processing purpose, or if the User wishes to withdraw his/her consent for processing of personal data or to eliminate unauthorized actions of the Site Administration with regard to personal data, then the User must send an official request to the Site Administration.

In case of sending of official request to ZANTEMARK LIMITED in the text of request to the User must to specify his name; number of the main document certifying identity of the User (the subject of personal data or his representative), information about the date of issue of the specified document and the authority body which issued it; information, confirming participation of the User of in relations with ZANTEMARK LIMITED or information, otherwise confirming the fact of processing of personal data of the User by ZANTEMARK LIMITED; signature of the citizen (or his legal representative).

4.7. The Site Administration undertakes to immediately terminate processing of personal data of the User upon receipt of a written application (withdrawal) from the User and, if preservation of personal data is no longer required for the purposes of personal data processing, to destroy it in time and on the terms, established by the legislation of the EU.

4.8. If the goal of personal data processing is achieved, the Site Administration undertakes to cease processing of personal data and destroy it within the period and on the terms stipulated by the legislation of the EU.

4.7. In case of withdrawal of consent for processing of personal data by the User, the Site Administration shall be entitled to continue processing of personal data without the consent of the User if there are grounds, specified in the Federal Law "On Personal Data".

5. Obligations of the parties

5.1 The User undertakes:

5.1.1 Provide correct and truthful information about personal data necessary to use the Site.

5.1.2 To update, supplement the provided information on personal data in case of changes in such information.

5.2. The Site Administration undertakes:

5.2.1 Use received information only for the purposes specified in clause 3 of this Privacy Policy.

5.2.2. Ensure keeping confidential information secret, not to disclose it without prior written consent of the User, as well as not to sell, exchange, publish or disclose by any other possible means the transferred personal data of the User, except as provided

in this Privacy Policy.

5.2.3. Block personal data relating to the relevant User of the Site, from the moment of application or request of the User or its legal representative or authorized body for protection of rights of subjects of personal data for the period of check in case of detection of inaccurate personal data or unlawful actions.

6. Liability of the parties

6.1. The Site Administration shall bear responsibility for intentional disclosure of the User's personal data in accordance with the current legislation of the EU, except for the cases, stipulated by this Privacy Policy.

6.2. In case of loss or disclosure of personal data, the Site Administration shall not be liable if this confidential information:

6.2.1 Has become in the public prior to its loss or disclosure.

6.2.2. Has been received from a third party prior to its receipt by the Site Administration.

6.2.3. Has been disclosed with the User's consent.

6.2.4. Has been obtained by third parties through unauthorized access to the Site's files.

6.3. The User shall be responsible for lawfulness, correctness and truthfulness of the provided personal data in accordance with the legislation of the EU.

7. Information on implemented requirements to personal data protection

7.1. The Site Administration shall take necessary and sufficient organizational and technical measures to protect personal data of the User from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other unlawful actions of third parties.

8. Cookies

8.1. Our Site use cookies to distinguish you from other users. This helps us to provide you with a good experience when you use our Services and also allows us to improve them. For further information on cookies (including about how we use them and when we will request your consent before placing them and how to disable them), please see our Cookie Notice.

9. Terms

9.1. The Site Administration will retain information for as long as User have that account. If User delete account or request us to do so, we will only retain personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements.

9.2. To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting, or other requirements.

9.3. In some circumstances Site Administration will anonymize User's personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we will be able to use this information indefinitely without further notice to you.

10. Additional conditions

10.1. This Privacy Policy was last updated in **March 2021**. The Site Administration has the right to make changes to this Privacy Policy without the User's consent.

10.2. A new Privacy Policy shall take effect upon its posting on the Site, unless otherwise stipulated by the new Privacy Policy.

10.3. Any suggestions or questions regarding this Privacy Policy should be sent to the email address support@yoloco.io