

Data Protection Policy

This Data Protection Policy (further referred to as the Policy) is the application instructions for OOO Softwerke (further referred to as the Rights Holder) of use of the personal data of a User.

1. General terms and conditions

1.1. This Policy is an indispensable part of the User Agreement (further referred to as the Agreement), put and/or available on the Internet at the URL: <https://lingvomaster.org/useragreement>, as well as other contracts concluded with a User, when the conditions of such contracts explicitly refer to that.

1.2. By concluding this Agreement the User freely, on one`s own accord and for own benefit gives a written consent not limited in time for all means of his personal data processing, including any action (operation) or series of actions (operations) performed with the personal data with or without usage of automation facilities, including accumulation of such data, its record, systematization, collection, storage, refinement (updating, modification), retrieval, usage and transfer (distribution, provision, access) to third parties, including cross-border transfer to the territory of foreign countries, depersonalization, lock, deletion, annihilation of the personal data for the purposes set by this Policy.

1.3. The legislation of the Russian Federation is applied to this Policy, including the interpretation of its provisions and procedures for its adoption, exercise, variation and termination.

1.4. The terms and definitions provided by the Agreement as well as other contracts concluded with the User unless otherwise stipulated by the Policy or follows from its nature are applied hereinafter in the Policy. Otherwise the interpretation of a term used in the Policy is performed under the existing law of the Russian Federation, normal business practice or scientific doctrine.

2. Personal Data

2.1. Under the Personal Data this Policy understands the following:

2.1.1 The Data the User provides about him(her)self on his(her) own including the Personal Data of the User when signing in or logging in, as well as in the process of further use of the Service.

2.1.2 The data that is passed over in automatic mode depending on User`s software settings, including without limitation: IP-address, cookie, carrier networks, data about the User`s software and hardware for operating in the network, including the Internet, communication lines, the data and materials transferred and received by means of the Service.

2.2. The Rights Holder is not responsible for the operations performed with of the Personal Data of the User by the third parties with which the User interacts when using the Service.

2.3. The User is aware of and accepts the opportunity of using on the Website of the Rights Holder the software of third parties which results in receiving by such third parties the depersonalized data indicated in clause 2.1.2.

The indicated software of third parties may among others include:

- traffic statistics collection systems (for example, Google Analytics, etc.);
- social plug-ins (blocks) of the social networks (for example, Facebook, etc.)

- systems of contextual advertising banner impressions (for example, AdRiver, etc.)
- other systems of depersonalized data collection.

2.4. The Rights Holder is entitled to set requirements to the content of the User`s Personal Data, which should in a mandatory manner be provided to use the Service. If certain data is not marked by the Rights Holder as mandatory, it is at the discretion of the User whether to provide such data or not.

2.5. The Rights Holder does not perform the verification of the personal data provided by the User, assuming that the User is acting in good faith, with discretion and expends all necessary endeavors to keep such data updated.

3. Purposes of the Personal Data Processing

3.1. The Rights Holder processes as well as collects and stores only the Personal Data that is necessary to conclude and perform contracts with the User.

3.2. The Rights Holder is entitled to use the Personal Data particularly for the following purposes:

- To conclude contracts based on the usage of the Service, including contracts with third parties,
- To discharge obligations in the frameworks of the concluded contracts, which includes enabling of the User to use the Service and technical support.
- To identify the User for the aims of discharging the contractual obligations.
- To provide the connection with the User for the performance of informational services and improvement of the Service.
- To perform contractual notification, which includes involving third parties.
- To use depersonalized data for targeting of ads and/or informational materials according to the age, gender, and other characteristics.
- To perform marketing, statistical and other types of research basing on the depersonalized data.

4. Requirements to Personal Data Protection

4.1. The Rights Holder stores the Personal Data and secures it from unauthorized assess and distribution in accordance with the internal rules and procedures according to the legislation of the Russian Federation.

4.2. The User`s Personal Data is kept confidential, except for the cases when the technology of the Service provided or the settings of the User`s software provide for open data exchange with other participants and users of the Internet.

4.3. For the Service quality purposes the Rights Holder is entitled to store for its part during 5 (five) years the log-files about the operations performed by the User when using the Service as well as relative to the conclusion and performance of the Agreement and other contracts by the User.

5. Data transfer

5.1. The Rights Holder is entitled to transfer the Personal Data to third parties in the following cases:

- The User expressly agreed to such actions, including the cases when the User applies such settings of the software which do not limit the disclosure of certain data;
- The transfer is necessary to conclude and perform the contracts based on the usage of the Service concluded with the User;
- The Website of the Rights Holder is vested, assigned for use or passed into the ownership of such third party which includes the assignment of the contractual rights of the Users in favor of such third party;
- Upon the request of a court or any other authorized government body according to the statutory procedure;
- To protect the rights and legally protected interests of the Rights Holder in connection with breach of contracts concluded by the User.

6. Variation of the Data Protection Policy

6.1. This Policy may be varied or terminated by the Rights Holder on a unilateral basis and without prior notice to the User. The updated version of the Policy is effective as of the time of its publishing on the Website of the Rights Holder, unless otherwise stipulated in the updated version of the Policy.

6.2. The current version of the Policy is published on the Website of the Rights Holder on the Internet at the following URL <https://lingvomaster.org/privacy-policy>.

Version as of 22-Jan-2018.

The document is drawn up by [IT-Lex law firm](#)