

APPROVED BY
General Director of IAM ACADEMY LLC

Merzlyakov I.A. (SIGNED)
(signature)

the 25th of August 2018

Stamp:
LIMITED LIABILITY COMPANY *
PSRN 1187746642764 * MOSCOW *
IAM ACADEMY
IAM ACADEMY LLC

PRIVACY POLICY

This personal data privacy policy (hereinafter referred to as the Privacy Policy) applies to all information that the online resource <http://www.iamacademy.ru/> (hereinafter referred to as the Website) can receive about the user (hereinafter referred to as the User) while using the Website, its programs and products.

1. TERMS AND DEFINITIONS

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

1.1.1. Website - <http://www.iamacademy.ru/>, an online resource of IAM ACADEMY LLC.

1.1.2. Administration of the Website <http://www.iamacademy.ru/>. (hereinafter referred to as Website Administration) refers to the employees authorised to manage the Website, acting on behalf of the General Director of IAM ACADEMY LLC., whom organises and/or processes personal data, as well as determines the purposes of processing personal data, the contents of the personal data to be processed, and actions (operations) to be taken with the personal data.

1.1.3. Personal data refers to any information that directly or indirectly relates to an individual specified or to be specified (Personal Data Subject).

1.1.4. Personal Data processing refers to any action (operation) or cumulative action (operations) with Personal Data using automated or non-automated tools, including Personal Data collection, recording, systematisation, accumulation, storage, specification (updating, modification), retrieval, use, transfer (distribution, provision, access), anonymisation, locking, deletion or erasure.

1.1.5. Confidentiality of Personal Data (hereinafter referred to as the Confidentiality of Personal Data) refers to requirement for an operator or other person who has gained access to Personal Data. They must not allow the distribution of Personal Data without the consent of the Personal Data Subject or without other legal reasoning.

1.1.6. User of the Website (hereinafter referred to as the User) refers to a person who has access to the Website via the Internet.

1.1.7. Cookies refers to a small piece of data sent by the web server and stored on the User's computer, which the web client or web browser sends to the web server each time in an HTTP request when trying to open the page of the corresponding website.

1.1.8. IP address refers to a unique network address of a host in a computer network built according to an IP protocol.

1.1.9. Claim refers to a written request addressed to one of the Parties to eliminate a violation of the fulfilment of obligations established by applicable law, as well as the Privacy Policy.

1.1.10. Goods refers to the products with the company logo manufactured by IAM ACADEMY LLC. (clothing, sports equipment, printed goods).

2. GENERAL PROVISIONS

2.1. Use of the resource by the User implies acceptance of this Privacy Policy and the terms for processing the User's Personal Data.

2.2. In case of disagreement with the terms of the Privacy Policy, the User must stop using the Website immediately.

2.3. This Privacy Policy applies only to the Website <http://www.iamacademy.ru/>, which does not control

and is not responsible for third-party websites to which the User can click on via the links available on the Website <http://www.iamacademy.ru/>

2.4. The Website Administration does not verify the accuracy of Personal Data provided by the Website User, except when the User grants access to his/her personal account.

3. SUBJECT OF THE PRIVACY POLICY

3.1. This Privacy Policy establishes the obligations of the Website Administration for protecting the non-disclosure and confidentiality of the Personal Data that the User provides at the request of the Website Administration during registration (when registering for a session, purchasing a membership, placing an order for the purchase of Goods, etc.)

3.2. Personal Data authorised for processing under this Privacy Policy is provided by the User by filling out the registration form on the Website and includes the following information:

3.2.1. User's last name, first name and patronymic;

3.2.2. User's phone number;

3.2.3. User's email;

3.2.4. User's place of residence;

3.2.5. User's date of birth;

3.2.6. User's gender

3.2.7. the name of the User's or his/her child's educational institution;

3.2.8. credit card information (intended solely for the purpose of payment of IAM ACADEMY services on the Website).

3.2.9. The Website collects statistics about the IP addresses of its visitors. This information is used to identify and solve technical problems and to control the legality of financial payments.

3.3. Any other personal information not specified above (purchase history, browsers and operating systems used, etc.) is subject to reliable storage and non-distribution, except as provided for in sections 5.2., 5.3. and 5.4. of this Privacy Policy.

4. OBJECTIVES OF COLLECTING USER'S PERSONAL DATA

4.1. The Website Administration may use the User's Personal Data for the following purposes:

4.1.1. Identification of the User registered on the Website to place an order and/or conclude a Goods Sale and Purchase Contract remotely using the Website.

4.1.2. Providing the User with access to the Website's personalised resources.

4.1.3. Establishing feedback with the User, including sending notifications, requests regarding the use of the Website, providing services, processing requests and applications from the User.

4.1.4. Confirmation of the completeness of Personal Data provided by the User.

4.1.5. Creating a User account to enable him/her to register for sessions and consultations at the IAM ACADEMY online.

4.1.6. Providing the User with effective customer and technical support in case of the Website errors.

4.1.7. Providing the User, with his/her prior consent, with product updates, special offers, price information, newsletters and other information on behalf of the Website or its partners.

4.1.8. Implementation of promotional activities with the User's prior consent.

4.1.9. Providing access for the User to the Website or services of the Website's partners in order to receive products, updates and services.

5. METHODS AND TERMS OF PROCESSING PERSONAL DATA AND CONDITIONS OF ITS TRANSFER TO THIRD PARTIES

5.1. The processing of the User's Personal Data is carried out without any time limit by any legal means, including in Personal Data information systems using automation or non-automation tools.

5.2. The User agrees that the Website Administration is entitled to transfer Personal Data to third parties, which may include schools, courier services, postal organisations, telecommunication operators, solely for the purpose of fulfilling the User's order placed through the Website, including the delivery of Goods, and to provide access (entry) to the schools' territories where the affiliates of the IAM ACADEMY are located.

5.3. The User's Personal Data may be transferred to the authorised bodies of state authorities of the

Russian Federation only on the grounds and in the manner established by the legislation of the Russian Federation.

5.4. The User's Personal Data can be transferred as a result of a full or partial sale of a business (including a franchise), reorganisation or amalgamation.

5.5. In case of loss or disclosure of Personal Data, the Website Administration shall inform the User about the loss or disclosure of Personal Data immediately.

5.6. The Website Administration takes all the necessary organisational and technical measures to protect the User's personal data from unauthorised or accidental access, destruction, alteration, blocking, copying, distribution, as well as from other illegal actions of third parties. However, the Website Administration cannot guarantee the complete confidentiality and security of any information and Personal Data disclosed on the Internet.

6. OBLIGATIONS OF THE PARTIES

6.1. The User is obliged to:

6.1.1. Provide information regarding Personal Data necessary for using the Website.

6.1.2. Update and/or supplement the information provided on Personal Data in case of changes in this information.

6.1.3. Observe the following safety precautions: do not disclose the User's account password to other persons; do not inform the Administrator of the password by phone or email, make sure that the User provides the personal information to the well-known addressee, use only secure browsers; to close web apps (or websites) immediately after their use.

6.1.4. Do not register a fake (or false) account to distribute any information (including spam and other mass mailing) to this Website's Users.

6.1.5. Inform the Website Administration immediately in case of detection of suspicious activity in relation to his/her account,

6.2. The Website Administration is obliged to:

6.2.1. Use the information received from the User only for the purposes specified in section 4 of this Privacy Policy.

6.2.2. Not to disclose without the User's prior written consent, as well as not to sale, exchange, publish the User's Personal Data or disclose it in any other possible way, with the exception of sections 5.2, 5.3 and 5.4 of this Privacy Policy.

6.2.3. Observe safety precautions in order to protect the confidentiality of the User's Personal Data in accordance with the procedures used to protect such information in the current business practices.

6.2.4. Block Personal Data related to the respective User on the Website when it is requested by the User, his/her legal representative or authorised body on the protection of rights of the Personal Data Subject in force for the verification period, as well as in case of unreliable Personal Data or illegal actions being revealed.

7. LIABILITY OF THE PARTIES

7.1. The Administration's responsibility for the illegal use of the User's Personal Data is established by the current legislation. The Website Administration undertakes to use Personal Data of the User in accordance with the norms of the current legislation, as well as the Federal Law No.152-FZ "On Personal Data" as of July 27, 2006.

7.2. In case of loss or disclosure of Confidential Information, the Website Administration shall not be responsible if this Confidential Information:

7.2.1. Became publicly available before it was lost or disclosed,

7.2.2. Was received by a third party before it was received by the Website Administration,

7.2.3. Was disclosed with the User's prior consent,

7.2.4. Was obtained by illegal means as a result of hacking or global technical problems on the Internet.

7.3. The Website Administration shall not be responsible for the loss or disclosure of Confidential Information in cases where the User registering the account provides false information or registers fake accounts, including "duplicate" accounts.

8. SETTLEMENT OF DISPUTES

8.1. In disputes arising from the relationship between the Website's User and the Website administration, the first step in resolving such disputes is to file a claim, which must take place before applying to court.

8.2. The Recipient of the Claim shall notify the Claimant in writing of the results of consideration of the Claim within 30 calendar days from the date of its receipt. If the Parties fail to resolve the dispute through negotiations or if a response to the Claim is not provided by the Recipient, the dispute shall be submitted to the court for consideration in accordance with applicable law.

8.3. This Privacy Policy and the relationship between the User and the Website Administration shall be guided by the current legislation of the Russian Federation.

9. MISCELLANEOUS

9.1. The Website Administration holds the right to make changes to this Privacy Policy without the User's prior consent.

9.2. The new Privacy Policy comes into force as soon as it is posted on the Website.

9.3. All suggestions or questions about this Privacy Policy should be reported to the Website Administration via email.

Email: info@iamacademy.ru.