

Privacy policy

This document "Privacy Policy" (hereinafter referred to as the "Policy") is the rules for the use of IP Barabash Vladimir Valeryevich received information about the User.

1. Terms and definitions

1.1. In this document and the resulting or related relations of the Parties, the following terms and definitions are used:

The copyright holder is IP Barabash Vladimir Valeryevich

User – a person who has concluded an agreement with the Copyright Holder on the use of the Service (User Agreement and/or License Agreement with the End User, hereinafter referred to as the Agreement) in their own or someone else's interest in accordance with the requirements of current legislation and the Agreement.

Contract – a User Agreement, a License Agreement with the end user, a service agreement or other agreement proposed for conclusion and/or concluded by the User on the basis of any offer or rules posted on the Site.

Website is an automated information system available on the Internet at the following network address: <https://funnygram.me/> .

A **mobile application** is a computer program designed for installation and use on a mobile device in accordance with the terms of the License Agreement with the end user, which allows you to use various options of the Service.

An **application** is an integrated software package that includes a Website, a Mobile Application and other computer programs and/or databases on the basis of which the Service is implemented.

Service is a set of Application functionality and Content hosted in it, access to which is provided to Users for the conclusion and execution of transactions, as well as for information and entertainment purposes.

1.2. This Policy uses the terms and definitions provided for by the Agreement, as well as other Agreements concluded by the User, unless otherwise provided for by this Policy or does not follow from its substance. In other cases, the interpretation of the term used in the Policy is carried out in accordance with the current legislation of the Russian Federation, business practices, or scientific doctrine.

2. General provisions

2.1. This Policy is an integral part of the documents referring to it, including the License Agreement with the End User, the Public Offer on the terms of the "Secure Transaction" service and Contracts concluded on their basis.

2.2. By registering in the Application, sending a request to the Copyright Holder through the feedback form, making an Offer, and/or concluding a Contract, you freely, voluntarily and in your own interests give written consent to the following methods of processing information about yourself: recording, systematization, storage, clarification (updating, modification), extraction, use, transfer (provision, access) to third parties, depersonalization, blocking, deletion, destruction for the purposes and in accordance with the procedure established by this Policy, with or without the use of automation tools at the discretion of the Copyright Holder.

2.3. The legislation of the Russian Federation is subject to application to this Policy, including the interpretation of its provisions and the procedure for adoption, execution, modification and termination.

3. User Information

3.1. Information about the User in this Policy is understood as:

3.1.1. Information that the User provides about himself/herself when registering or logging in to the Application, making an Offer, as well as during other use of the Service, including the User's contact details.

3.1.2. Data that is transmitted automatically depending on the settings of the User's software in an impersonal form.

3.2. The Copyright Holder has the right to establish requirements for the composition of information about the User, which must be provided for the use of the Service and/or the conclusion of the Contract by specifying such information. If certain information is not marked as mandatory by the Copyright Holder, its provision or disclosure is carried out by the User at his discretion.

3.3. When registering, the User must specify a unique login, password and subscriber phone number.

In order to conclude contracts using the Service and pay for services under them, the User provides information about the User's payment means (bank cards) necessary for making payments, as well as an email address.

Additionally, Users can provide the following information in order to fill out a profile in the Application: surname, gender, age, language skills, photo, information about themselves in a free form.

The Copyright Holder stores information about the User's purchase of services under contracts with other Users (information about Transactions).

When returning the funds paid under the Contract, the User may be required to provide additional information (passport data) in his own handwritten application in accordance with the requirements of the legislation.

3.4. Data disclosed by the User to an indefinite circle of persons. Using the functionality of the Application, the User can independently, by his actions, at his discretion, disclose to an indefinite circle of persons (publish in the Application) the information of his profile in the

Application, which may include personal data, including: photo, first name, last name, age, login, gender, knowledge of languages, other information specified in a free form, including occupation. The information added by the User to the profile becomes available to an unlimited number of people, taking into account the settings for displaying profile information in the Service.

3.5. The Copyright Holder does not verify the accuracy of the information provided by the User and whether the User has the necessary consent to process it in accordance with this Policy, believing that the User acts in good faith, prudently and makes all necessary efforts to keep such information up to date and obtain all necessary consents of interested parties.

3.6. The User understands, accepts and agrees that the Copyright Holder uses third-party software in the Application, as a result of which such persons can receive and transmit anonymized data automatically.

The specified third-party software includes systems for the collection and processing of analytical data:

- Amplitude, which collects and processes data in accordance with the privacy policy posted and/or available on the Internet at: <https://amplitude.com/privacy>;
- Fabric, which is a software product of Google Corporation that collects and processes data in accordance with the privacy statement posted and/or available on the Internet at: <https://policies.google.com/privacy>;
- Yandex.Metrica, which collects and processes data in accordance with the privacy policy posted and/or available on the Internet at: <https://yandex.ru/legal/confidential/>;
- Google Analytics, which collects and processes data in accordance with the privacy policy posted and/or available on the Internet at: <https://policies.google.com/privacy> ;

Data collected using third-party software may include:

- data about the User's device (model, manufacturer, amount of free memory), its location (country, city), operating system data (type, version, screen resolution) and others;
- request data (time, transition source, IP address).
- data on the installation and use of the Mobile Application;

The composition, as well as the conditions for the collection and use of depersonalized data by the copyright holders of the specified software are determined directly by such copyright holders and are regulated by documents that are posted and/or available on their websites on the Internet.

By accepting this Policy, as well as by setting certain settings in their software, including in the operating system of the device, the User agrees to the terms of data collection and use by the copyright holders of the above software.

Depersonalized data is not combined with the User information specified in clause 3.1.1 and is not used to identify Users.

3.7. The Copyright Holder is not responsible for the use of User information by third parties with whom the User interacts within the framework of using the Service.

4. Purposes of processing User information

4.1. The Rightholder processes, including collecting and storing only the information about the User that is necessary for the conclusion and execution of Contracts with the User.

4.2. The Rightholder has the right to use the information about the User for the following purposes:

4.2.1 Concluding an Agreement on the use of the Service, as well as an agreement on the terms of the "Safe Transaction" service using Service.

The conclusion of Contracts is carried out remotely through the exchange of electronic documents, which are signed with a simple electronic signature. At the same time, the role of the key of a simple electronic signature of the User can be performed by a login-password pair or a subscriber phone number. Therefore, they are requested during registration.

4.2.2. Identification of the User as part of the fulfillment of obligations under the Contracts concluded with him.

The User's personal account is linked to the User's login-password and/or subscriber phone number.

When providing services under Contracts, providing information and technical support, the User is identified by name, login and phone number.

4.2.3 Fulfillment of obligations under the concluded Agreement and other Agreements, including providing the User with access to the Service and technical support, using the functionality of the Service by the User, payment and provision of services under the Agreements.

In order to implement the relevant functionality of the Service, the Copyright Holder stores, systematizes and displays in the Application User profiles and published Offers containing information that Users have disclosed independently.

To pay for and provide services under Contracts, it is necessary to specify the User's login (see clause 3.3. of this Privacy Policy).

During the execution of Contracts, informational messages are sent to the e-mail and/or subscriber phone number.

The data on the services purchased by the User is used to provide such information to the User within the functionality of the Service.

4.2.4. Ensuring the security and confidentiality of User information.

In order to check suspicious actions, the Application collects information about the IP address used by the User.

4.2.5. Refund of the remaining funds in case of termination of the paid Contracts concluded with the User.

In order to return the funds paid under the Contract, the User may be required to provide additional information in accordance with the requirements of the legislation.

4.2.6. Notification within the framework of information service and/or improvement of the quality of Service under concluded Contracts, including with the involvement of third parties. To do this, the User's email address and subscriber phone number are requested.

4.2.7. Conducting marketing, statistical and other research based on depersonalized data in order to improve the quality of the Service provided.

Data from the analytical data collection systems specified in clause 3.6. of the Policy is collected and analyzed anonymously in order to find out about the interests and preferences of Users.

5. Requirements for the protection of User information

5.1. The Copyright Holder stores information about the User and ensures its protection from unauthorized access and distribution in accordance with internal rules and regulations.

5.2. With respect to User information, its confidentiality is maintained, except for information disclosed by the User to an unlimited number of persons (clause 3.4. of this Policy) or other cases when the technology of the Service provided or the settings of the software used by the User provide for an open exchange of information with other Users and Internet participants.

5.3. In order to improve the quality of the Service, the Copyright Holder has the right to store log files about actions performed by the User within the framework of using the Service, as well as in connection with the conclusion and execution of Contracts by the User on its part, for 1 (One) year.

5.4. Users who have gained access to the contact data of other Users or third parties in connection with the conclusion and/or execution of Contracts between them are obliged to comply with the provisions of clauses 5.1 and 5.2 of this Policy, as well as to process the data received in accordance with this Policy and current legislation.

6. Transfer of information

6.1. The Copyright Holder has the right to transfer information about the User to third parties in the following cases:

- The User has expressed his consent to such actions, including cases when the User uses the settings of the software used, which do not restrict the provision of certain information;
- The transfer is required for the conclusion and execution of Contracts with the use of the Service; in particular, for making payments, for providing services to the User by other Users;
- The transfer is necessary as part of the User's use of the Application's functionality;
- In connection with the use of third-party software in the Application for the collection and processing of User data. In particular, for the collection and processing of depersonalized data, the Copyright Holder may use third-party software in accordance with clause 3.6. of this Policy;
- In connection with the transfer of the Rightholder's Application to the possession, use or ownership of a third party, or the assignment of rights under contracts concluded with the User in favor of a third party;

At the request of a court or other authorized state body within the framework of the procedure established by law;

To protect the rights and legitimate interests of the Copyright Holder in connection with the violation of Contracts concluded with the User.

7. Changing and deleting User information

7.1. The User has the right to independently edit the information provided by him during registration or authorization in his Personal Account at any time, with the exception of the subscriber phone number.

7.2. In case of termination of the concluded Agreement and / or Contract, the User has the right to delete his own Personal Account independently or by contacting the Copyright Holder's support service.

8. Changing the Privacy Policy

8.1. This Policy may be changed or terminated by the Copyright Holder unilaterally without prior notice to the User. The new version of the Policy comes into force from the moment it is posted on the Copyright Holder's Website, unless otherwise provided by the new version of the Policy.

8.2. The current version of the Policy is available on the Copyright Holder's Website on the Internet at https://funnygram.me/docs/privacy_policy.pdf

8.3. Details of the Copyright Holder:

Name:

IP Barabash Vladimir Valeryevich

Registration number:

TIN 773387059856, OGRN 319774600035250, OKPO 0144220903

Address: 123290, Moscow, 2nd Magistralnaya str., 10, p. 1

e-mail: office@2memory.ru

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