

PRIVACY POLICY

You shall comply with the terms hereof by accessing our Website and using its services. Your use of the Website constitutes the proper conclusion hereof and your full acceptance of all its terms and conditions.

This Personal Information Privacy Policy (hereinafter referred to as the "Policy") applies to all information that Joint Stock Company "Systematica Group of companies" (TIN: 7701768139, OGRN: 1087746148764) (hereinafter referred to as the "Copyright Holder") may receive about the User while using the Website www.gcs.ru (hereinafter referred to as the "Website").

Using the Website means the unconditional consent of Users with this Policy and the conditions for processing their personal information specified in it; in case of disagreement with these conditions, Users should refrain from using the Website.

1. Terms and definitions

1.1. **Copyright Holder** means Joint Stock Company "Systematica Group of companies" (JSC "Systematica Group").

1.2. **User** means a person who gains access to the service and information posted on the Website.

1.3. **Website** means the Copyright Holder's website hosted on the Internet at www.gcs.ru, including subdomains *** gcs.ru.

1.4. **Agreement** means this Agreement between the User and the Copyright Holder that establishes the rules for using the Website, including graphic images and audiovisual products, design elements and means of identification, textual information and documentation, computer software and download files, any other works, objects and materials of the Website, as well as the conditions and rules for posting information and materials by the User in the relevant open sections of the Website.

1.5. **Personal information** means a Personal information that the User provides independently when registering (creating accounts) or in the process of using the Website, including the User's personal data. The information required for the provision of the Services is marked in a special way, other information is provided by the User at his discretion, as well as data that is automatically transmitted to the Website services during their use using the software installed on the User's device, including the IP address, cookie data, information about the User's browser (or other program that accesses the services), the technical characteristics of the equipment and software used by the User, the date and time of access to the services, the addresses of the requested pages and other similar information, other information about the User, the processing of which provided hereby on the use of the Website.

2. General terms and conditions

2.1. Any materials, files and services contained on the Website may not be reproduced in any form, by any means, in whole or in part, without the prior written permission of the Copyright Holder, except as specified herein. When the User reproduces the materials of the Website, including works of authorship, a link to the Website is required, and the text of the specified link should not contain false, misleading, pejorative or offensive information. Translation, processing (modification), any modification of the materials of the Website, as well as any other actions, including deletion, modification of subtle information and information about copyrights and copyright holders, are not allowed.

2.2. The current version hereof is posted on the Internet on the Website. The Copyright holder has the right to unilaterally change the terms hereof at any time. Such changes come into force after 2 (two) days from the moment the new version hereof is posted on the Internet on the Website. If the Users do not agree with the changes made, they are obliged to delete all materials of the Website they have, and then stop using the materials and the Website services. The regular visit by the User of the Website is

considered to be a convincing acceptance of the amended agreement, therefore the User is obliged to regularly review this Agreement and additional terms or notices posted on the Website.

2.3. The Website collects and stores only that personal information that is necessary for the provision of services or the execution of agreements and contracts with the User, except for the cases when this requires the mandatory provision of personal information within a period specified by law.

2.4. The Website has the right to transfer the User's personal information to third parties in the following cases:

2.4.1. If the User has agreed to such actions.

2.4.2. If the transfer is necessary for the User to use a certain service or to fulfill a certain agreement or contract with the User.

2.4.3. If the transfer is provided for by Russian or other applicable law within the framework of the procedure established by law.

2.4.4. In the event of the sale of the Website, the acquirer shall transfer all obligations to comply with the terms of this Policy in relation to the personal information received by them.

2.5. The processing of the User's personal data is carried out without time limit in any legal way, including in personal data information systems using automation tools or without using such tools. The processing of personal data of Users is carried out in accordance with the Federal Law of July 27, 2006 N 152-FZ "On Personal Data".

3. Obligations of the User

3.1. The User agrees not to take actions that may be considered as violating Russian law or international law, including in the field of intellectual property, copyright and / or related rights, as well as any actions that lead or may lead to a violation of the normal operation of the Website and services of the Website.

3.2. Any means of identification, including trademarks and service marks, as well as logos and emblems contained on the pages of the Website, are the intellectual property of their respective owners. The Website User is prohibited from reproducing or otherwise using these means of identification and / or their elements without the prior written permission of the respective copyright holders.

3.3. The Copyright Holder strives to ensure, but does not control and does not guarantee the confidentiality and protection of any information posted on the Website or received from the Website. The Copyright Holder takes reasonable measures to prevent unauthorized disclosure of information to third parties that was posted by the User on the Website, however, if such disclosure was made, the Copyright Holder is not responsible. In this regard, the transfer of information to the Website means the consent of the Users to any reproduction, distribution, disclosure and other use of such information. By posting information materials, Users also guarantee that they have all the rights and powers necessary for this, subject to the terms hereof, and that such placement does not violate the legally protected rights and interests of third parties, international treaties and the current legislation of the Russian Federation.

3.4. The User shall be solely responsible for any information and materials posted on the Website. The Copyright Holder does not initiate the placement of the specified information, does not select recipients of information, does not affect the content and integrity of the posted information, and at the time the User places information on the Website does not know and cannot know whether such placement violates the current legislation of the Russian Federation, however, the Copyright Holder has the right to monitor, view and / or delete any information and materials posted by the User on the Website.

When posting any information and materials, the User does not become a co-author of the Website and waives any claims for such authorship in the future. The Copyright Holder does not pay the User the author's or any other remuneration, both during the period and after the expiration hereof.

3.5. In the event that third parties present claims to the Copyright Holder related to the violation by the User of the terms hereof, as well as with the information posted by the User on the Website, the specified User shall independently resolve such claims, as well as shall reimburse to the Copyright Holder for all damages and losses incurred, including reimbursement of penalties, court fees, costs and compensation.

3.6. The Copyright Holder is not responsible for visiting and any use by the User of external resources (third-party sites), links to which may be contained on the Website. The copyright holder is not responsible for the accuracy, reliability, reliability and security of any information, materials, recommendations and services posted on external resources. The use of external resources is carried out by Users voluntarily, solely at their own discretion and at their own risk.

3.7. The Copyright Holder seeks to ensure the accuracy of the information posted on the Website, but is not responsible for any inaccuracies and / or unreliability of the information, as well as failures in the operation of the services provided through the Website. The User agrees that the Copyright Holder is not responsible and has no direct or indirect obligations to the User in connection with any possible or arising losses or damages related to any content of the Website, intellectual property, goods or services available on it or obtained through external sites or resources or other expectations of the User that have arisen in connection with the use of information posted on the Website or links to external resources.

Under no circumstances, including but not limited to the carelessness or negligence of the User, the Copyright Holder shall not be liable for any damage (direct or indirect, accidental or natural), including but not limited to loss of data or profits associated with the use or inability to use the Website, information, files or materials on it, even if the Copyright Holder or its representatives were warned about the possibility of such loss. In the event that the use of the Website leads to the need for additional maintenance, correction or repair of any equipment, as well as data recovery, all related costs are paid by the User.

3.8. All information provided on the Website is provided "as is" without warranty of any kind, either express or implied. The Copyright Holder fully, to the extent permitted by law, disclaims any liability, express or implied, including, but not limited to, the implied warranties of fitness for use, as well as warranties of the legality of any information, product or service obtained or purchased from using this Website.

3.9. The User agrees that all materials and services of the Website or any part of them may be accompanied by advertising, the placement of which is not initiated or controlled by the Copyright Holder. The User agrees that the Copyright Holder does not bear any responsibility and does not have any obligations in connection with such advertising.

4. Conditions for the processing and use of personal data.

By accepting the terms hereof, Users express their consent to:

4.1. Providing their personal data, including the name, e-mail address, contact phone number, as well as any information relating to a directly or indirectly identified or identifiable individual (subject of personal data) for their processing by the Copyright Holder freely, by his own will and in his own interest.

4.2. The purpose of processing personal data (personal information):

4.2.1. providing the User with the services of the Website;

4.2.2. sending notifications regarding the services of the Website;

4.2.3. preparing and sending responses to the User's requests;

4.2.4. performing regular newsletters;

4.2.5. sending information about the products and services of the Copyright Holder, as well as advertising and information messages regarding the products and services of the Copyright Holder and its partners.

4.3. The list of actions with personal data to which Users express their consent: collection, systematization, accumulation, storage, clarification (update, change), use, depersonalization, transfer to third parties for the above purposes, as well as the implementation of any other actions provided for by applicable law Russian Federation, both non-automated and automated methods.

4.4. The Copyright Holder shall take all necessary measures to protect the User's personal data from unauthorized access or disclosure.

4.5. This consent is valid until it is revoked by the User by sending a corresponding notification by registered mail with notification to the address of the Copyright Holder.

5. Other provisions

5.1. The use of the materials and services of the Website, as well as the placement of the User's materials on it, is governed by the norms of the current legislation of the Russian Federation. All possible disputes arising from this Agreement or related to it shall be resolved in accordance with the current legislation of the Russian Federation at the location of the Copyright Holder.

5.2. Nothing herein can be understood as the establishment between the User and the Copyright Holder of agency relations, partnership relations, relations on joint activities, personal employment relations, or any other relations not expressly provided for herein.

5.3. Recognition by the court of any provision hereof as invalid or unenforceable does not entail the invalidity of other provisions hereof.

5.4. Inaction on the part of the Copyright Holder in case of violation by any of the Users of the provisions hereof does not deprive the Copyright Holder of the right to take appropriate actions to protect their interests and protect copyrights to the materials of the Website protected in accordance with the law later. Users confirm that they are familiar with all the clauses hereof and unconditionally accept them.

For all questions related to copyright infringement of the Copyright Holder, illegal use of the Website materials or placement of false, misleading information about the Copyright Holder, please contact the following contact details:

JSC "Systematica Group", Russia, 105082, Moscow, Bolshaya Pochtovaya Street, 18, building 2

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