

This Policy is adopted by DataArt Solutions, Inc. its subsidiaries, affiliated companies, and other members of enterprise group ("We" or "DataArt"). We are committed to protecting data of users of this application and lawfully processing such data per relevant legislation and, for that reason, we have adopted this Privacy Policy (the "Policy") to memorialize terms and conditions on data collection and processing to be applied to this application.

By downloading 6Feet application ("Application") and using it you consent to the collection, storage and use of your personal data according to this policy. DataArt retains the right to change this policy.

Description of The Application

The Application is developed for demonstration purpose only and can give you an overview of places nearby with the help of community location data.

Information Application Collects and Processes

Here is a description of personal information that may be collected by DataArt through the Application:

- IP address.
- Your Location, if you enable Location services for the Application on your mobile device.

We do not gather any of your information in order to sell it.

Usage of Information We Collect

We use information collected through the Application to show statistic data about a particular location: the application lets you check how many people are in a particular location right now (assuming the application counts its users only).

DataArt uses the collected information to administer the Application and analyze its performance.

In course of your personal information usage, we may provide access to this information to some DataArt's affiliate (-s), subsidiary (-ies) and/or other member(-s) of DataArt enterprise group, if we in our sole discretion consider this necessary. All DataArt's affiliates, subsidiaries and other members of DataArt enterprise group are committed to use and process your data in strict accordance with this Policy. Additionally, We commit ourselves to ensuring the proper level of protection of your information in all our locations where it is transferred, stored and processed.

We may use third-party tools to collect, process and store your personal information. Before using such third-party tools, appropriate paperwork is signed between the third-party tool provider and DataArt to ensure that your personal information is safe and processed on a lawful basis.

Disclosing Personal Information to Third Parties

The Application collects location information and provide anonymized data to all users of the application. The Application does not collect and therefore does not disclose your direct personal information (e.g. name, email address) to anyone.

Retention and Security

We maintain strict security standards and procedures designed to prevent unauthorized access, loss, misuse or alteration of your information.

We will always make sure that data We collect is stored on protected servers located in EU.

Your information will not be kept for longer than is necessary to fulfill the purpose for which the data was collected.

When the data that we have collected is no longer required, we will delete it in a secure manner. We may process data for statistical purposes, but in such cases, data will be anonymized.

Your rights to your data

As a data subject, you have a number of rights. You can:

- Access and obtain a copy of your data on request.
- Require DataArt to change incorrect or incomplete data.
- Require DataArt to delete or stop processing your data.
- Complain with a supervisory authority.

- Object to the processing of your data where DataArt is relying on its legitimate interests as the legal ground for processing.
- Withdraw any consent to personal data processing at any time. Request a restriction on further data processing, in case there is a dispute in relation to the accuracy or processing of your personal data.

Any query about your Privacy Rights should be sent to privacy@dataart.com with "Privacy Rights-6Feet" title and your name inside.

Additionally, DataArt can be reached by mail: 475 Park Avenue South, 15th Floor, New York, New York 10016.

If you remain dissatisfied, then you have the right to apply directly to your national supervisory authority for a decision. You can find your national supervisory authority online http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm

No Representation or Warranties by DataArt

The Application, including all images, and other content therein, and any other information, property and rights granted or provided to you by DataArt are provided to you on an "as is" basis. DataArt and its suppliers make no representations or warranties of any kind with respect to the Application, either express or implied, and all such representations and warranties, including warranties of fitness for a particular purpose or non-infringement, are expressly disclaimed. Without limiting the generality of the foregoing, DataArt does not make any representation or warranty of any kind relating to accuracy, service/application availability, completeness, informational content, error-free operation, results to be obtained from use, or non-infringement. Access and use of the Application may be unavailable during periods of peak demand, system upgrades, malfunctions or scheduled or unscheduled maintenance or for other reasons. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

Limitation Of Liability

In no event will DataArt be liable to you or any third party claiming through you (whether based in contract, tort, strict liability or other theory) for indirect, incidental, special, consequential or exemplary damages arising out of or relating to the access or use of, or the inability to access or use, the Application or any portion thereof, including but not limited to the loss of use of the application, inaccurate results, loss of profits, business interruption, or damages stemming from loss or corruption of data or data being rendered inaccurate, the cost of recovering any data, the cost of substitute services or claims by third parties for any damage to computers, software, modems, telephones or other property, even if DataArt has been advised of the possibility of such damages. DataArt's liability to you or any third party claiming through you for any cause whatsoever, and regardless of the form of the action, is limited to the amount paid, if any, by you to DataArt for the service in the 12 months prior to the initial action giving rise to liability. This is an aggregate limit and the existence of more than one claim hereunder will not increase this limit.