

# Privacy policy

ICFT ("We") are committed to protecting and respecting your privacy.

This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

## Information we may collect from you

We may collect and process the following data about you:

Information that you provide by filling in forms on our site [icft.eu](https://icft.eu). This includes information provided at the time of registering to use our site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you report a problem with our site.

If you contact us, we may keep a record of that correspondence.

Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

## Ip addresses

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns and does not identify any individual.

## Cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

## Where we store your personal data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff

operating outside the EEA who work for us or for one of our suppliers. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

### **Uses made of the information**

We use information held about you in the following ways:

To ensure that content from our site is presented in the most effective manner for you and for your computer.

To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.

To carry out our obligations arising from any contracts entered into between you and us.

To allow you to participate in interactive features of our service, when you choose to do so.

To notify you about changes to our service.

We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these.

### **Disclosure of your information**

We may disclose your personal information to third parties:

In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.

If ICFT OU or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of ICFT OU, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

### **Your rights**

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise the right at any time by contacting us at [info@icft.eu](mailto:info@icft.eu).

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

### **Access to information**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of EUR 15 to meet our costs in providing you with details of the information we hold about you.

### **Changes to our privacy policy**

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

### **Contact**

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to [info@icft.eu](mailto:info@icft.eu).

### **Acceptable use policy**

This acceptable use policy sets out the terms between you and us under which you may access our website [icft.eu](https://icft.eu) (our site). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use.

[icft.eu](https://icft.eu) is a site operated by ICFT OU (we or us). We are registered in the Republic of Estonia under company number 14736897 and we have our registered office at 26, Majaka Street, 11412 Tallinn, Estonia.

### **Prohibited uses**

You may use our site only for lawful purposes. You may not use our site:

- in any way that breaches any applicable local, national or international law or regulation;

- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

- for the purpose of harming or attempting to harm minors in any way;

- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;

- to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam);

- or to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use;

- not to access without authority, interfere with, damage or disrupt:

- any part of our site;

any equipment or network on which our site is stored;

any software used in the provision of our site;

or any equipment or network or software owned or used by any third party.

### **Interactive services**

We may from time to time provide interactive services on our site (interactive services).

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

### **Content standards**

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

be accurate (where they state facts);

be genuinely held (where they state opinions);

comply with applicable law in Estonia, UK and in any country from which they are posted.

Contributions must not:

contain any material which is defamatory of any person;

contain any material which is obscene, offensive, hateful or inflammatory;

promote sexually explicit material;

promote violence;

promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

infringe any copyright, database right or trade mark of any other person;

be likely to deceive any person;

be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;

promote any illegal activity;

be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

be likely to harass, upset, embarrass, alarm or annoy any other person;

be used to impersonate any person, or to misrepresent your identity or affiliation with any person;

give the impression that they emanate from us, if this is not the case;

or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **Suspension and termination**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site;

- immediate, temporary or permanent removal of any posting or material uploaded by you to our site;

- issue of a warning to you;

- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

- further legal action against you;

- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **Changes to the acceptable use policy**

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.