

## PRIVACY POLICY

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The Privacy Policy regulates the procedure for ensuring the privacy of personal data.

The provisions of this Privacy Policy describe how Netelny processes, stores, and collects Personal Data.

We have developed this Privacy Policy to describe how Personal Data is stored and protected, and communicated to the User.

The Privacy Policy describes the ways and methods of processing Personal Data during the provision of the Services to You, and also indicates the categories of data that the Platform does not process.

The provisions of this Privacy Policy apply only to Personal Data obtained by the Platform in the ways described in its terms.

References to the words "you," "you," or "yours" (or similar words in meaning) mean our User, depending on the context of the Privacy Policy.

References to the words "we", "our" or "us" (or similar words) mean the Netelny Platform.

The words he/she and their derivatives in the text of the document can be applied to either a male person or a female person, depending on the context of the document.

Improve your sales with Netelny!

### 1. DEFINITIONS

- 1.1. **Client** - an individual or legal entity that receives Services from the Platform in order to increase the number of sales of their products/services.
- 1.2. **Controller** - means any natural or legal person, government agency, institution, or other body that independently determines the purposes and means of personal data processing.
- 1.3. **Cookies** - are a piece of information in the form of text or binary data is transmitted to the browser from the site.
- 1.4. **Client's Consent (hereinafter "Consent")** - means a voluntary, specific, informed, and unequivocal expression of will, in which the User using a statement or explicit affirmative action agrees to the processing of his Personal Data.
- 1.5. **Personal Data** - means any information that directly or indirectly allows identifying the Client and/or the User. For example, name, surname, phone number, IP address.
- 1.6. **Netelny Platform Site (hereinafter “Site”)** - means a web page or group of web pages on the Internet, which are located at: <http://netelny.com> , through which the Client receives Services from Platform.

- 1.7. **Netelny Platform** (hereinafter referred to as the “Platform” or “Netelny”) - is a tool that allows the Client to increase the number of sales of products / services.
- 1.8. **Processor** - is a natural or legal person, government agency, institution, or other body that processes Personal Data on behalf of and behalf of the Controller.
- 1.9. **Third Party** - means a natural or legal person, government agency, institution, or body other than the Client, User, Controller, Processor or Platform and persons authorized by the Controller or Processor under their direct supervision to process Personal Data.
- 1.10. **Services** - is an algorithm of actions performed by the Platform for the Client in order to increase the conversion of the sale of the Client's services/products.
- 1.11. **User** - a natural or legal person who purchases products/services from the Client.

## 2. GENERAL PROVISIONS

- 2.1. The Platform processes and stores Personal Data based on the principles of legality, fairness and transparency by [Article 5 "Principles relating to processing of personal data" of the GDPR](#).
- 2.2. The Platform acts as a Processor of the Personal Data it receives from the Client in the ways specified in this Privacy Policy, and the Client acts as a Controller.
- 2.3. The Platform is not responsible for the processing of Personal Data by third parties that are not controlled or owned by Netelny.

## 3. PERSONAL DATA

- 3.1. The Platform may receive the following Personal Data about the Client or its employees (if any is required for the provision of the Services):
  - 3.1.1. FULL NAME;
  - 3.1.2. contacts: e-mail, work, and/or contact phone number;
  - 3.1.3. place of residence (if such data is required for additional verification);
  - 3.1.4. bank details, if any, are required to resolve disputes with you and/or supply a supervisory authority.
- 3.2. The Platform may receive the following statistical data about the Client (legal entity) or its employees (if any are required for the provision of the Services):
  - 3.2.1. name;
  - 3.2.2. legal or actual address;
  - 3.2.3. data about employees, if such is required for the provision of the Services;
  - 3.2.4. data on the goods/services of the Client, if such is required for the provision of the Services;
  - 3.2.5. jurisdiction for carrying out activities;
  - 3.2.6. Contact details.

- 3.3. The Platform does not collect the User's Personal Data and does not process it in any way. The Client alone can process the User's Personal Data, and the Platform does not have access to such User's Personal Data. The Client is solely obliged to notify the User that his data may be used for marketing purposes, including use by Third Parties and/or the Platform (if such use is necessary for the provision of the Services).
- 3.4. If the provision of the Services to the Client requires the processing of the User's Personal Data, then such data is processed in accordance with this Privacy Policy.
- 3.5. ***Netelny does not collect or process sensitive Personal Data of users, such as race or ethnic origin, political views, religious or philosophical beliefs, union membership, genetic or biometric data, health information, sexual life or sexual orientation.***
- 3.6. When visiting the Site or receiving Services, Netelny may collect the following Personal Data automatically:
  - 3.6.1. IP address;
  - 3.6.2. time zone and language settings;
  - 3.6.3. browser type and version;
  - 3.6.4. operating system, device type, and screen extension;
  - 3.6.5. the country in which you are located;
  - 3.6.6. data about your visit to the Site, including full URL information, routes to and from the Site (including date and time), page response time, data loading errors, length of stay on certain pages, page activity (such information such as scrolling and mouse movements, clicks), methods used to exit the page and telephone numbers to contact the Clients' customer support.
- 3.7. The Platform may collect Personal Data of Users and/or Clients through open sources, including, but not limited to: Facebook, Twitter, LinkedIn, Google, excluding sensitive data and/or banking data of the Client/User.
- 3.8. As part of the provision of the Services, the Platform may collect data on the number of sales of the Client's services/goods and analyze the User's behavior on the Client's website.
- 3.9. The Platform does not collect Personal Data that is in the public domain without obtaining special consent on behalf of such a Client/User.
- 3.10. The Platform has the right to collect and receive Personal Data as follows:
  - 3.10.1. when providing the Services;
  - 3.10.2. when interacting with Platform employees, by exchanging emails, communicating with Platform employees, and making phone calls;
  - 3.10.3. use of log files, cookies, and other tracking technologies;
  - 3.10.4. using the feedback form;
  - 3.10.5. through the use of instant messengers and social networks;
  - 3.10.6. when providing information to the Client about his business.
- 3.11. The Platform has the right to use Personal Data for the following purposes:
  - 3.11.1. provision of the Service;
  - 3.11.2. to increase the conversion of sales of the User's products/services;

- 3.11.3. to ensure the security of the Site;
  - 3.11.4. to administer the Site and conduct internal operations, including troubleshooting, data analysis, testing, and completing surveys;
  - 3.11.5. to improve your navigation on the Site in accordance with your preferences;
  - 3.11.6. communication with the Client/User;
  - 3.11.7. respond to law enforcement requests;
  - 3.11.8. to initiate responses to legal claims, investigations or dispute resolution with you.
- 3.12. Suppose the Client provides the Personal Data of the Platform User, including receiving the User's Personal Data via the pop-up form. In that case, the Client is obliged to inform the User that his Personal Data may be processed by the Platform and obtain the User's consent to processing his Personal Data.

#### **4. TRANSFER OF PERSONAL DATA**

- 4.1. The Platform may transfer Personal Data to entities with which the Platform cooperates in the implementation and provision of Services:
  - 4.1.1. **Payment service.** To receive payment for the Services, Personal Data may be transferred automatically.
  - 4.1.2. **Contractors and employees.** The Platform may transfer your Personal Data to other entities with which it will start cooperation, including legal and tax consultants, as well as entities that provide accounting, logistics, marketing, and IT services.
  - 4.1.3. **Counterparties.** The Platform has the right to disclose or transfer Personal Data in the following transactions: acquisition or merger, financing, corporate reorganization, joint venture, including the sale of assets, or bankruptcy.
  - 4.1.4. **Courts, law enforcement, and state bodies.** The Platform has the right to transfer Personal Data in case of fulfillment of any legal obligations, including in accordance with a court order.
  - 4.1.5. **Competent authorities and Third Parties.** The Platform has the right to disclose information about the Clients, to the competent authorities or to Third parties who submit a request for such information, based on the relevant legal basis and in accordance with the applicable UK law.

#### **5. CLIENT CONSENT**

- 5.1. An agreement with the terms of processing of Personal data specified in the Privacy Policy is the ordering of the Services from the Platform.
- 5.2. By agreeing to the terms of this Privacy Policy, the Client provides his consent to:
  - 5.2.1. processing his Personal Data;
  - 5.2.2. notify the User that his Personal Data may be processed by the Platform if such processing is required for the provision of the Services;
  - 5.2.3. provide the User with all information about the Platform, if requested by the User.
- 5.3. The Platform reserves the right to obtain the Client's Consent via the Pop-up form. The Pop-up form may contain a Consent form in the checkbox view.

#### **6. PERSONAL DATA STORAGE AND PROTECTION**

- 6.1. The Platform uses all necessary security and protection measures for Personal Data to ensure their confidentiality and prevents loss or improper disclosure.
- 6.2. The Platform protects and stores Personal Data from:
  - 6.2.1. losses;
  - 6.2.2. unlawful use, transfer, disclosure, modification, deletion, and/or destruction.
- 6.3. We may use the following methods to protect Personal Data in accordance with the [article "Security of processing" 32 GDPR](#):
  - 6.3.1. pseudonymization and encryption of Personal Data;
  - 6.3.2. ability to ensure constant confidentiality, integrity, availability and fault tolerance of Personal Data processing systems;
  - 6.3.3. regular testing, evaluation and measurement of the effectiveness of technical and organizational measures to ensure the security of processing Personal Data.
- 6.4. The Platform does not store the Client's Personal Data in the event of a request to delete Personal Data on his behalf in accordance with the right to delete, as provided in [Article 17 of the "Right to Erase" GDPR](#).
- 6.5. Netelny has the right to retain Personal Data of Client for **5 (five) years** after the termination of the relationship in the following cases:
  - 6.5.1. for statistical accounting;
  - 6.5.2. if the current legislation requires their storage;
  - 6.5.3. if they are necessary for doing business.

## 7. GROUNDS FOR PERSONAL DATA PROCESSING

- 7.1. The Platform processes Personal Data based on the following legal grounds:
  - 7.1.1. Client's Consent;
  - 7.1.2. receiving Services from the Platform;
  - 7.1.3. to comply with the provisions of applicable law, for the proper level of our business, the conclusion, and execution of corporate transactions (sale of shares/stocks, mergers, acquisitions), to fulfill your obligations to you and/or the Third Party.
- 7.2. In cases where the basis for the processing of Personal Data is Your Consent, You have the right to withdraw it at any time. To withdraw your Consent, You may send an email to: [contact@netelny.com](mailto:contact@netelny.com). If Your Consent is withdrawn, the Platform has the right to terminate the provision of the Services and terminate all relations with You. If Consent is withdrawn, your Personal Data will be permanently deleted.
- 7.3. The Platform undertakes to stop processing Personal Data within 15 (fifteen) business days from the date of receipt of the withdrawal of Consent.

## 8. JURISDICTION OF THE EUROPEAN UNION AND THE EUROPEAN ECONOMIC AREA

- 8.1. The terms of this section apply to residents of the European Union and the European Economic Area. In accordance with the terms of this paragraph, the Client has the following rights:

- 8.1.1. **Right of access.** The Client may contact us directly to request access to the Personal Data we hold about them, as well as to any information, in accordance with [Article 15 of the General Data Protection Regulation](#).
- 8.1.2. **Right to erasure.** The Client has the right to delete Personal Data about himself in accordance with [Article 17 of the General Data Protection Regulation](#). Personal Data in this case will be permanently deleted.
- 8.1.3. **Right to data portability.** We may send the Personal Data of the Client to third parties at the request of the Client, in accordance with [Article 20 of the General Data Protection Regulation](#).
- 8.1.4. **Right to rectification.** The Client has access to Personal Data that needs to be updated, corrected, and supplemented at any time. The Client may also contact the Service to correct or change, in accordance with [Article 16 of the General Data Protection Regulation](#).
- 8.1.5. **Right to object.** The Client has the right to object to the processing of his/her Personal Data at any time in accordance with [Article 21 of the General Data Protection Regulation](#).
- 8.1.6. **Automated individual decision-making, including profiling.** The Client has the right not to be subject to a decision that is based solely on the automated processing of his Personal Data, including profiling, which has legal consequences for him or similarly significantly affects him, in accordance with [Article 22 of the General Data Protection Regulation](#).

## 9. JURISDICTION OF THE UNITED STATES

- 9.1. The terms of this section apply to U.S. residents, which are contained in the Privacy Policy and are subject to specific requirements under the [California Consumer Privacy Act of 2018 \(Cal. Civ. §§ 1789.100-1798.199\)](#) and the Privacy Act Regulations.
- 9.2. The Platform may disclose Personal Data to a Third Party for business purposes (as defined in the CCPA). When the Platform discloses Personal Data for commercial purposes, we enter into a contract that describes the purpose and requires both parties to keep the Personal Data confidential and not use it for any purpose other than to fulfill the contract.
- 9.3. The Platform does not support Do Not Track ("DNT") as required by the California Online Protection Act (CalOPPA). Do Not Track is an option you can set on your web browser to tell websites that you do not want to be tracked. You can enable or disable Do Not Track by visiting your web browser settings page.

### 9.4. Rights granted to US residents:

- 9.4.1. **Right of access.** The Client's Personal Data is listed in the Privacy Policy. A Client may contact us directly to request access to the Personal Data we hold about him.

- 9.4.2. **Right to erasure.** The Client has the right to delete Personal Data about himself, in which case it will be deleted forever.
  - 9.4.3. **Right to rectification.** The Client has access to Personal Data that needs to be updated, corrected, and supplemented at any time.
  - 9.4.4. **Right to data portability.** We may send Personal Data to Third Parties at the Client's request.
  - 9.4.5. **Right to object.** The Client has the right to object to the processing of Personal Data at any time.
  - 9.4.6. **Right to withdraw the Consent.** The Client has the right to withdraw his Agreement for the processing of Personal Data at any time, in which case the Platform has the right to stop providing him with Services.
- 9.5. You may appoint an authorized agent to make a request under the CCPA on your behalf if:
- 9.5.1. An authorized agent is an individual or entity registered with the California secretary of state;
  - 9.5.2. You sign a written statement that you authorize the authorized agent to act on your behalf;
  - 9.5.3. If you are using an authorized agent to request to exercise your right to information or right to erasure, please send a certified copy of your written statement authorizing the authorized agent to act on your behalf using the contact information provided below.

## 10. JURISDICTION OF CANADA

10.1. The terms of this section apply to residents of Canada as contained in the Privacy Policy for specific requirements under the [Personal Information Protection and Electronic Documents Act \(PIPEDA\)](#).

### 10.2. Rights granted to residents of Canada:

- 10.2.1. **Right of access.** The Privacy Policy lists the Client's Personal Data. The Client may contact us directly to request access to the Personal Data we hold about them.
- 10.2.2. **Right to erasure.** The Client has the right to delete Personal Data about himself, in which case they will be permanently deleted.
- 10.2.3. **Right to correction.** The Client has access to Personal Data that needs to be updated, corrected, and supplemented at any time.
- 10.2.4. **Right to data portability.** We may send Personal Data to third parties at the request of the Client.
- 10.2.5. **Right to object.** The Client has the right to object to the processing of Personal Data at any time.

- 10.3. During the processing of the Client's Personal Data, the Platform performs the following actions:
  - 10.3.1. Responsible for the accuracy of the transmitted data;
  - 10.3.2. Informs Third Parties of the terms of this Privacy Policy;
  - 10.3.3. Provides the User with the opportunity to submit a request to: [contact@netelny.com](mailto:contact@netelny.com)

## **11. JURISDICTIONS OF OTHER COUNTRIES**

- 11.1. The Platform makes every effort to legally process Personal Data in accordance with international standards for personal data processing.
- 11.2. This Privacy Policy contains the main legal acts related to the processing of Personal Data.
- 11.3. Unfortunately, we can't list all the laws regarding the processing of Personal Data in every jurisdiction in the world.
- 11.4. The terms of this Privacy Policy describe the basic rights of the Client, which are provided for by the main provisions of the main legislative acts regulating the processing of Personal Data.
- 11.5. If you believe that the provisions of this Privacy Policy violate and/or in any way limit Your rights regarding the processing of Personal Data, please contact us by e-mail: [contact@netelny.com](mailto:contact@netelny.com) and we will do our best to resolve the matter within a reasonable time.

## **12. SUBMISSION OF REQUEST**

- 12.1. A Client in any jurisdiction has the right to submit a request to the Platform if he believes that his rights have been violated by writing a request in writing to the support of the Platform at the address: [contact@netelny.com](mailto:contact@netelny.com)
- 12.2. The Client's request must contain accurate information about the requirements for the Platform. If the exact requirements are not specified in the request, the Platform has the right to refuse to fulfill the request.
- 12.3. We will not be able to respond to your request or provide you with Personal Data unless we can verify your identity and confirm that the Personal Data belongs to you. In case of receiving a request with inaccurate information and/or in case of inability to confirm the Client's identity, the Platform has the right not to process the received request and contact the Client for clarification. In case of receiving a response to a request for clarifications, the Client must provide a new corrected request or submit a new request.
- 12.4. The Platform must respond to the request or fulfill the conditions set forth in the request within 21 (twenty one) working days from the moment of its receipt.

## **13. RESPONSIBILITY**

- 13.1. The Platform informs the Client that Personal Data may be used to provide the Services, and in case of disagreement with this, the Client is not entitled to receive the Services.

- 13.2. In the event that the Client provides false Personal Data, responsibility for the result of such provision, including the impossibility of obtaining the Services, including the impossibility of increasing the conversion of sales of the Client's services/products.
- 13.3. The Platform is not responsible for any damage caused to the Client as a result of the use of his Personal Data by a Third Party without his knowledge.
- 13.4. The Platform may link to other websites or services. The privacy practices of these websites and services are not governed by this Privacy Policy and the Platform, and the Platform cannot be held responsible for the processing of Client's Personal Data by third party websites and services.
- 13.5. Netelny is not responsible for:
  - 13.5.1. loss of Personal Data in the event of a hacker attack, hacking of the Site software, illegal actions of Third Parties, illegal actions of Third Parties, and actions that violate the terms of the Privacy Policy;
  - 13.5.2. impossibility to provide the Services or low-quality provision of the Services if the Client has provided inaccurate Personal Data, statistical data or any other information;
  - 13.5.3. for notifying the User that his Personal Data may be processed by the Platform;
  - 13.5.4. for obtaining consent from the User on the processing of his Personal Data by the Platform;
  - 13.5.5. providing false information by the Client.

**13.6. The Client is responsible for notifying the User about the processing of his Personal Data by the Platform, if such processing is required for the provision of the Services or obtaining consent from the User when such consent is required for the processing of Personal Data for the purpose of providing the Services. The Client undertakes to consult the Platform in case of any situations in which the User's consent to the processing of his Personal Data may be required. The Client undertakes to independently indemnify the User for any losses associated with the violation of his rights regarding the processing of his Personal Data, and reimburse the User and the Platform for any losses associated with such a violation, as well as protect the Platform from any claims from the User, including the provision of assistance in court disputes.**

- 13.7. Unfortunately, the transmission of information over the Internet cannot be completely secure. Although we make every effort to protect personal data, we cannot guarantee the secure process of transferring personal data to the site. In this regard, you are solely responsible for possible failures when transferring your Personal Data to the Platform.

## **14. COOKIE**

- 14.1. Site pages may contain electronic images known as web beacons (sometimes also called transparent gifs or pixel tags). Web beacons are usually small images placed on the web page or email you are viewing. The request that a device connected to the Internet makes to download such an image from the server/computer is recorded and it provides us with information such as the IP address, the time the image was viewed, and the type of browser used to do so.
- 14.2. Cookies do not transmit viruses and/or malware to your device, as the data in the Cookie does not change during transit and does not affect your computer's performance in any way. They act more like

logs (i.e. record Client activity and remember state information) and are updated each time you visit the Site.

14.3. The Platform uses Cookies for the following purposes:

- 14.3.1. authentication and identification;
- 14.3.2. storage of personal preferences and settings;
- 14.3.3. access session tracking;
- 14.3.4. storage of statistical data;
- 14.3.5. website analysis.

14.4. The Platform can use the following web analytics services:

- 14.4.1. Facebook;
- 14.4.2. Google Analytics.

## **15. ADULTS POLICY**

- 15.1. The Services of the Platform are intended for persons who have reached the age of majority, in accordance with the laws of the country of residence of such a person. The Platform does not process the Personal Data of minors.
- 15.2. The Platform has the right to delete the Personal Data of a person who has not reached the age of majority, without warning and any consequences for the Platform, as well as to terminate the provision of the Services to such a person.
- 15.3. If you have information about the receipt of the Services by a person under the age of majority, please contact the Platform support service by sending an email to: [contact@netelny.com](mailto:contact@netelny.com).

## **16. PRIVACY POLICY CHANGE**

- 16.1. We have the right to periodically make changes to the Privacy Policy, the security of Personal Data, and compliance with the requirements of the laws of the jurisdiction in which we operate.
- 16.2. The Client is obliged to familiarize himself with the new terms of the Privacy Policy and Netelny is not responsible if the Client has not familiarized himself with the new terms of the Privacy Policy.
- 16.3. Netelny updates the date of changes to the current version of the Privacy Policy in the "Updated" line at the top of the document.
- 16.4. Our electronic or otherwise stored copies of the Privacy Policy are considered true, complete, valid, and enforceable and in effect, at the time you visit the Site.

## **17. CONTACTS**

- 17.1. The Client has the right to contact the Platform support service at: [contact@netelny.com](mailto:contact@netelny.com) to ensure his rights, in accordance with the terms of this Privacy Policy, or in case of violation of his rights, or to leave feedback or ask a question.

