

PRIVACY POLICY

FOR THE DEMO VERSION OF THE "BRICS PAY" MOBILE APPLICATION

Date of Privacy Policy for
BRICS Pay Demo update
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team@brics-pay.com

This Privacy Policy (hereinafter referred to as the "Policy") outlines the approach to processing personal data of Users. By installing and/or activating the demo version of the "BRICS Pay" mobile application, the User agrees to this Policy and consents to the processing, transfer, and other actions with the information provided by the User (including personal data) under the terms of this Policy.

If the User disagrees with these terms, they must refrain from using the demo version of the "BRICS Pay" mobile application.

1. DEFINITIONS

Law - Refers to the Federal Law of the Russian Federation "On Personal Data" along with all amendments and additions, as well as other legislative acts of the Russian Federation.

Application - The demo (trial, limited functionality) version of the software for computers, representing the "BRICS Pay" application, designed for money transfers using electronic payment methods, developed for mobile devices running Apple IOS and Android operating systems. The demo version of the BRICS Pay application is presented as a PWA application published at <https://qr.brics-pay.com>.

User - Any individual with necessary legal capacity who has downloaded or
Personal Data - Any information related to an identified or identifiable individual (subject of personal data). The User's personal information within the framework of this Policy means information provided by the User independently in the process of using the website's services, including the User's personal data, as well as data that is automatically transferred to the Website's services in the process of their use using software installed on the User's device, including the IP address, cookie data, date and time of access to services, addresses of requested pages and other similar information.

Policy - This Privacy Policy of the Application (with all existing amendments and changes).

License Agreement - The agreement between the Rights Holder and User regarding the terms and conditions for using the Application. The user joins such agreement and has no right to make and/or demand that any changes or additions be made to it.

Copyright Holder - The entity that holds exclusive rights to the Application Limited Liability Company "Digital Payments", OGRN 1187746770310, location: 121205, Moscow, Skolkovo Innovation Center area, Bolshoy Boulevard, Building 42, Building 1.

2. SCOPE OF POLICY

General Provisions

This Policy applies exclusively to Personal Data received from Users in connection with their use of the Application.

The provisions aim to:

- (1) determining the types and kinds of Personal data received, the directions and purposes of use (processing) of Personal data, as well as the sources of obtaining such Personal data;
- (2) determining the rights of the User in relation to protecting the confidentiality of the Personal data transferred by him;
- (3) determining the persons responsible for the processing and storage of Personal data, as well as third parties to whom such data is disclosed (in whole or in part).

The rules of this Policy do not apply in the event of processing by third parties of Personal data that are voluntarily provided by the User.

User rights to protect personal data in connection with the provision of Personal data.

The User automatically receives the following rights:

- (1) receive data related to their processing (the grounds and purposes of such processing, the methods of processing used, information about the persons who have access to them or to whom they may be disclosed on the basis of an agreement or the Law).

(2) receive data on the location and identification data of the persons processing the Personal data.

(3) receive data on the storage periods of Personal data.

(4) appeal the actions or inactions of the Copyright Holder to the authorized body for the protection of the rights of personal data subjects or in court.

(5) receive compensation for losses and/or compensation for moral damages in court as a result of violations of the User's rights to the protection and security of his/her Personal Data committed by the Copyright Holder and/or third parties.

(6) exercise other rights in the field of personal data protection provided for by the Law or the provisions of this Policy.

3. COLLECTION OF PERSONAL DATA

Non-Personal Information

In connection with the use of the Application, the Copyright Holder may automatically collect and process the following non-personalized information about the User:

(1) information about traffic, the possible number of clicks made, logs and other data.

(2) information about the device (identification number, mobile operator network) from which the login is performed, operating system, platform, browser type and other information about the browser, IP address.

Personal Information

The User provides the Copyright Holder with the following personal data about themselves:

(1) email address.

The User is the sole person responsible for the completeness of the personal (personal) data provided and is obliged to change (update, check, correct) them in a timely manner on a regular basis.

The Copyright Holder assumes that all personal (personal) data provided by the User is reliable and that the User keeps such information up to date.

Use of Cookies

This Application uses certain Cookies to save the IP address, preferences of the Users or the type of device used for the purpose of

- (1) maintaining statistics on visits and traffic to the site,
- (2) personalizing the data displayed to the User,
- (3) storing data necessary to identify the User, including when accessing from different devices, and
- (4) displaying advertisements in accordance with the interests and preferences of the User. The Application may use both its own Cookies belonging to the Copyright Holder and Cookies of third parties.

The Application uses the following Cookies:

(1) Technical (functional) Cookies, which are needed to control traffic and data transfer, to identify Users and provide the User with access to the content of the Application, without which the use of the Application is functionally limited, as well as to prevent the provision of recommendations that do not correspond to the interests of the User.

(2) Statistical Cookies, which are used to track the frequency of visits to the website by Users, to identify the ways in which the User uses the Application, and to identify the type and kind of content that is popular or interesting to the User.

(3) Geolocation Cookies, which are used to determine the location of the User in order to personalize the content displayed on the screen of their device in the Application.

(4) Third-party Cookies, which are installed by third parties with the permission of the User and are intended to conduct statistical research regarding the User's behavior on the Internet and/or to send personalized advertising or marketing materials to the User and/or to provide goods or services.

The User has the right to disable Cookies in the Application at any time by changing certain settings on their smartphone, tablet, watch or other mobile device. Such disabling may entail limiting or changing the User's access to the functionality of the Application and/or content.

4. PURPOSES OF COLLECTING AND PROCESSING PERSONAL DATA

Definition of the purposes of processing

Personal data is collected and processed for the following purposes:

- (1) for the prompt and correct operation of the Application, improving the functioning of the Application, improving the content of the Application, improving the internal architecture and functionality of the Application.
- (2) to comply with the requirements of the Law.
- (3) for technical support of the Application, identifying problems in its operation and eliminating them.
- (4) to fulfill other obligations of the Copyright Holder that arose before the User.
- (5) for any other purposes, subject to obtaining separate consent from the User.

Personal data is processed based on the principles of: (1) legality of the purposes and methods of processing; and (2) good faith; and (3) compliance of the purposes of processing Personal data with the purposes previously determined and declared when collecting such Personal data; and (4) compliance of the volume and nature of the processed Personal data with the declared purposes of their processing.

Terms of personal data processing

Personal data is processed in the following cases:

- (1) obtaining consent from the User; or
- (2) the Copyright Holder achieves the goals stipulated by an international treaty or the Law; or
- (3) the User provides their Personal Data to an unlimited number of persons; or
- (4) the Copyright Holder fulfills other obligations to the User, including, but not limited to, providing certain content to the User; or
- (5) saving the life or health of the User, when consent to the processing of their Personal Data cannot be obtained in advance.

In the event of anonymization of Personal Data, which does not allow the User to be directly or indirectly identified, the subsequent use and disclosure

of such data to third parties is permitted and the rules of this Policy no longer apply to them.

The Copyright Holder takes all possible measures to protect the confidentiality of the received Personal Data, except in cases where the User has made such data publicly available.

The processing of Personal Data is carried out using automation tools and without the use of such automation tools.

Cross-border transfer of personal data is not carried out.

5. USER CONSENT

By submitting information through Application forms, Users consent to their Personal Data being processed as specified in this Policy.

6. THIRD-PARTY ACCESS

Disclosure of personal data to third parties

The Copyright Holder has the right to disclose Personal data (1) to its affiliates, branches and representative offices opened both in the territory of the Russian Federation and in the territory of other states; (2) to the successors of the Copyright Holder who arose as a result of its liquidation, reorganization or bankruptcy and who received exclusive rights to own the Application; (3) to third parties solely for the purpose of providing the User with certain content or access to it; (4) to third parties when the User has given consent to the disclosure, transfer or processing of their Personal data, as well as in other cases expressly provided for by the Law or this Policy.

The Copyright Holder discloses Personal data only if (1) it is confident that third parties will comply with the terms of this Policy and take the same measures to protect the confidentiality of Personal data that the Copyright Holder itself takes, and (2) consent to such disclosure was previously expressed by the User and/or is permitted on the basis of the Law.

7. ADVERTISING

The Copyright Holder does not place advertisements within the Application.

8. COMPLAINTS AND REQUESTS

Request to stop processing personal data

Each User has the right to express their objection to the Copyright Holder regarding the processing and/or storage of their Personal Data.

Such an objection may be expressed as follows:

Sending an email to the email address aml1@brics-pay.com.

Request for information about personal data

If the User has questions related to the procedure for applying or using this Policy, the procedure and/or method for processing Personal Data, the User may ask such a question as follows:

Sending an email to the email address aml1@brics-pay.com.

Changing (updating, supplementing, correcting) or deleting personal data
The User has the right to independently change or delete their Personal Data at any time, except in cases where such a change or deletion may lead to (1) a violation of the rules of this Policy; or (2) a violation of the Law; (3) the nature of such Personal Data is evidence in any legal proceedings arising between the Copyright Holder and the User.

The User has the right to change or delete their Personal Data in the following way:

Sending an email to the email address aml1@brics-pay.com.

9. STORAGE DURATION

Storage is carried out independently by the Copyright Holder.

Storage is carried out for the entire period necessary to achieve the stated purposes of processing Personal data.

The Copyright Holder undertakes to destroy or depersonalize Personal data immediately after achieving the purposes of processing.

10. PROTECTION MEASURES

Protecting the privacy of Personal Data is a primary and important task for the Copyright Holder. The Copyright Holder adheres to all required international standards, rules and recommendations for the protection of Personal Data.

The Copyright Holder has implemented a number of technical and organizational methods aimed at protecting Personal Data from disclosure or unauthorized access by third parties.

11. FINAL PROVISIONS

Users can review this Policy at a specified link https://bbf2a463-6e2c-4484-b1b1-b55a3678d857.selstorage.ru/Demo_Data_Consent.pdf.

Changes and additions to the policy

This Policy may be changed from time to time.

The Copyright Holder shall not bear any liability to the User for changing the terms of this Policy without the permission and/or consent of the User.

The User shall regularly check the provisions of this Policy for possible changes or additions.

Applicable legislation

This Policy has been developed in accordance with the current legislation on the protection of personal data of the Russian Federation, in particular, with the provisions of the Federal Law of July 27, 2006 No. 152-FZ "On Personal Data" (with all additions and amendments), Federal Law of July 21, 2014 No. 242-FZ "On Amendments to Certain Legislative Acts of the Russian Federation in Terms of Clarifying the Procedure for Processing Personal Data in Information and Telecommunication Networks" (with all additions and amendments).

Risk of disclosure

Regardless of the measures taken by the Copyright Holder to protect the confidentiality of the personal data received, the User is hereby deemed to be duly informed that any transfer of Personal Data on the Internet cannot be guaranteed to be secure, and therefore the User carries out such transfer at his own risk.

