



## Privacy Policy

Last update: 10 April 2018

### 1. Definitions

1.1 “Bitinterpay” - Bitinterpay OÜ company, registration number: 14455448, established in accordance with the legislation of the Republic of Estonia, headquartered at Peterburi tee 47, 11415, Tallinn, Estonia.

1.2 “Website” - <http://www.bitinterpay.com>;

1.3 “Site Administration” - employees authorized manage the Site, acting on behalf of Bitinterpay, who organize and/or conduct personal data processing, as well as determine the purposes of processing personal data, the composition of personal to be processed, the actions (operations) associated with personal data.

1.4 “Personal data” - any information related to a directly or indirectly defined, or determined by an individual (subject of personal data).

1.5 “Personal data processing” - any action (operation) or a set of actions (operations) performed using automation tools or without using such tools with personal data, including collection, recording, systematization, accumulation, storage, updating (updating, modification), extraction, using, transferring (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.

1.6 “Confidentiality of personal data” is a required for Site Administration or other persons who have access to personal data to comply with the requirement not to allow their dissemination without the consent of the subject of personal data or other legal grounds.

1.7. “Site User” - a person who has access to the Site and uses the Site through the Internet.

1.8. “Cookies” - a small piece of data sent by a web server and stored on user’s computer that the web client or web browser sends to the web server each time in an HTTP-request when the client tries to open the page of the corresponding site.

1.9. “IP-address” is a unique network address of a node in a computer network built on the IP protocol.



## 2. GENERAL PROVISIONS

2.1 Using the Site, User agrees with this Privacy Policy and the terms of processing of the User's personal data.

2.2. In case of disagreement with the terms of this Privacy Policy, the User must stop using the Site.

2.3. The following Privacy Policy applies only to this Site. The Site Administration does not control and is not responsible for third party sites, User can click on the links available on the Site.

2.4. The Site Administration does not verify the authenticity of the personal data provided by the Site User, except for cases requiring verification for the purpose of executing contracts or fulfilling orders.

## 3. SUBJECT OF PRIVACY POLICY

3.1. This Privacy Policy sets out the obligations for Site Administration of non-disclosure and providing a regime for protecting the confidentiality of personal data the User provides upon the request of the Site Administration during registration of the User on the Site for obtaining services available on the Site.

3.2. Personal data authorized for processing under this Privacy Policy, is provided by User by filling in the registration form on the Site and filling in the data in the User's account. This data includes the following information:

3.2.1. User's e-mail address.

3.2.2. User's mobile phone number.

3.2.3. User's first name and last name.

3.2.4. User's Date of birth.

3.2.5. User's Address.

3.3. The Site Administration protects data that is automatically transmitted during the use of the Site:

3.3.1. IP address.

3.3.2. Information from cookies.

3.3.3. Information about the browser (or other program that accesses the Site).

3.3.4. Access time.

3.4. Disabling cookies may cause the inability to access some parts of the Site that require authorization.

3.5. Any other personal information not specified above is subject to safe storage and non-distribution, except as provided in clause 5.2. and 5.3. this Privacy Policy.



#### 4. OBJECTIVES OF THE USER'S PERSONAL INFORMATION COLLECTION

##### 4.1. The Administration of the Site may use the User's Personal Information:

4.1.1. To Identify the User registered on the Site as a client to access the materials.

4.1.2. Granting the User access to the personalized resources of the Site, implementing software updates and sending technical alerts.

4.1.3. Establishing feedback with the User, including sending notifications, requests, notifications about changes in the conditions and/or using procedures of the Site, providing access, rendering services, processing User requests.

4.1.4. Confirmation of the authenticity and completeness of the personal data provided by the User for the performance of obligations under the contracts, including:

4.1.5. Creating an account to access the services of the Site, if the User has agreed to create an account.

4.1.6. User notifications related to the use of the Site.

4.1.7. Processing and receiving payments, challenging payment.

4.1.8. Providing the User with effective client and technical support in case of problems related to the use of the Site.

#### 5. WAYS AND TERMS OF PERSONAL INFORMATION PROCESSING

5.1. The processing of the User's personal data is carried out without any time limit, in any legal way, including in personal data information systems using automation tools or without using such.

5.2. The User agrees that the Site Administration has the right to transfer personal data to third parties, solely for the purpose of fulfilling obligations to the User.

5.3. Personal data of the User can be transferred to authorized state authorities only on the grounds and in the order established by the legislation of the country requesting this data.

5.4. With the loss or disclosure of personal data, the Site Administration informs the User about the loss or disclosure of personal data.

5.5. The Administration of the Site takes necessary organizational and technical measures to protect the User's personal information from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties.

5.6. The Administration of the Site together with the User takes all necessary measures to prevent losses or other negative consequences caused by the loss or disclosure of the User's personal data.



## 6. COOKIES FILES INFORMATION

6.1. In the process of services providing by the Site, the “cookies” technology is applied.

6.2. Cookies are small text files saved on user’s computer for personalization and using of all the features of the Site in optimal mode. Some of these files are transferred from the Site server to the User’s computer - “session cookies”. These files are automatically deleted from the user’s computer after the browser is closed. Other types of “cookies” remain on the User’s computer and allow the system to be recognized at the next visit - “persistent cookies”.

6.3. The user can refuse cookies at any time by disabling them in the browsing history of the web pages. If necessary, the User can use the help function in the menu bar that most browsers have, but the option to login the site or create orders does not work or have limited access, when disabling the function of storing cookies. To use all the features of the Site, you must enable the option to save cookies using the web browser settings.

6.4. Administration does not collect identifying user information that cookies collect.

## 7. OBLIGATIONS OF THE PARTIES

7.1. The User is obliged:

7.1.1. Provide information about the personal data required to use the Site.

7.1.2. Update, supplement the provided information about personal data in case of changing this information.

7.2. The Site Administration is obliged to:

7.2.1. Use the information received solely for the purposes specified in clause 4 of this Privacy Policy.

7.2.2. Ensure that confidential information is kept in secret, not disclosed without prior written permission of the User, and also administration does not sell, exchange, publish or disclose other personal data of the User, except for clause 5.2. and 5.3. of this Privacy Policy.

7.2.3. To ensure the protection of the privacy of User’s personal data in accordance with the procedure normally used to protect such information in the existing business.

7.2.4. To block personal data related to the relevant User from the moment of the request or request of the User, or his legal representative or authorized person for protection of the rights of subjects of personal data for the verification period, in case of revealing unreliable personal data or illegal actions.



## 8. RESPONSIBILITY OF THE PARTIES

8.1. The administration of the site that has not fulfilled its obligations shall be liable for losses incurred by the User in connection with the misuse of personal data in accordance with the legislation of the Republic of Estonia, except as provided in 5.2., 5.3. and 8.2. this Privacy Policy.

8.2. In case of loss or disclosure of Confidential Information, the Site Administration is not responsible if this confidential information:

8.2.1. Became public property before its loss or disclosure.

8.2.2. It was received from a third party until it was received by the Site Administration.

8.2.3. It was disclosed with the consent of the User.

## 9. SETTLEMENT OF DISPUTES

9.1. All disputes, disagreements and claims that may arise between the User and the Site Administration, the Parties will be aim to resolve through negotiations.

9.2. The Party that has a claim and / or disagreement sends a message to the other Party indicating the claims and/or disagreements that have arisen.

9.3. If the reply to the message is not received by the sending party within fifteen (15) days from the date of the communication, or if the parties do not reach an agreement on the claims and/or disagreements that have arisen, the dispute is subject to judicial review on the basis of the legislation of the Estonian Republic.

## 10. ADDITIONAL CONDITIONS

10.1. The Site Administration has the right to make changes to this Privacy Policy without the consent of the User.