Kiev February 12, 2019

This Privacy Policy for personal data (hereinafter referred to as the Privacy Policy) applies to all information that "AI CI" LLC can get about the User while using the "iSee security" Android application and / or the iOS application, as well as the service website isee.com.ua

## 1. DEFINITION OF TERMS

- 1.1 The following terms are used in this Privacy Policy:
- 1.1.1. "Service Provider (hereinafter" Provider ")" authorized employees acting on behalf of LLC "AI SI" who organize and / or carry out the processing of personal data, as well as determine the purposes of processing personal data, the composition of personal data to be processed, actions (transactions) performed with personal data.
- 1.1.2. "Personal data" any information relating to directly or indirectly to a specific or designated individual (subject of personal data).
- 1.1.3. "Personal data processing" any action (operation) or a set of actions (operations) performed with the use of automation tools or without the use of such tools with personal data, including the collection, recording, systematization, accumulation, storage, refinement (update, change), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.
- 1.1.4. "Confidentiality of personal data" is a requirement for the Service Provider or another person who has obtained access to personal data to prevent their dissemination without the consent of the subject of personal data or the availability of other legal grounds.
- 1.1.5. The iSee security application (hereinafter referred to as the "Application") is a computer program designed for installation on Android and iOS mobile platforms and distributed by the Provider through the Google Play Market and AppStore platforms.
- 1.1.6. Website Services "iSee" (hereinafter "Website") a web page located at http://www.isee.com.ua/
- 1.1.7. "Service User (hereinafter" User ")" is a person having access to the Service through the Application.
- 1.1.8. "IP-address" is a unique network address of a node in a computer network built using the IP protocol.

## 2. GENERAL PROVISIONS

- 2.1. The use of the Application and the Site by the User constitutes acceptance of this Privacy Policy and the terms of processing the User's personal data.
- 2.2. In case of disagreement with the terms of the Privacy Policy, the User must stop using the Application and the Site.
- 2.3. This Privacy Policy applies only to the Application and the Site. The provider does not control and is not responsible for third-party sites to which the User can click on the links available on the Site and / or in the Application.

2.4. The provider does not verify the accuracy of the personal data provided by the User.

#### 3. SUBJECT OF PRIVACY POLICY

- 3.1. This Privacy Policy establishes the obligations of the Provider for the non-disclosure and protection of personal data privacy, which the User provides at the request of the Provider when registering on the Site and / or in the Application when placing an order to purchase the Goods and / or Services.
- 3.2. The personal data allowed for processing under this Privacy Policy are provided by the User by filling in the registration forms on the Site and / or in the Appendix and include the following information:
- 3.2.1. surname, name of the user;
- 3.2.2. contact phone numbers of the User;
- 3.2.3. e-mail address (e-mail);
- 3.2.4. the delivery address of the goods;
- 3.2.5. place of residence of the User;
- 3.2.6. date of birth of the User;
- 3.2.7. information about the car / User's cars (make, model, color, year of manufacture, state number, VIN-code)
- 3.3. The provider protects the Data that is automatically transmitted during the use of the Service:
- IP address;
- information from cookies;
- information about the browser (or other program that accesses the Site);
- access time;
- 3.4. The provider collects statistics on the IP-addresses of its visitors. This information is used to identify and solve technical problems to control the legality of financial payments.
- 3.5. The provider collects information about the approximate location of the User Equipment.
- 3.6. Any other personal information not specified above (purchase history, used browsers and operating systems, etc.) is subject to reliable storage and non-proliferation, except as provided for in paragraphs. 5.2. and 5.3. of this Privacy Policy.
- 3.7. When using an Application based on the Android platform, to implement various functions of the Application, the User may be asked for permission to access such personal information and resources:
- 3.7.1. ACCESS\_FINE\_LOCATION and ACCESS\_COARSE\_LOCATION access to the exact and approximate location of the User. This access is necessary for positioning the User on the geographical map of the Application.
- 3.7.2. READ\_PHONE\_STATE access to phone status. This access is necessary for the function of payment for services using the service LiqPay.

- 3.7.3. READ\_CONTACTS and WRITE\_CONTACTS access to Account contacts. This access is necessary for entering into the contact list the telephone numbers of the call-center, from which the User is informed by voice.
- 3.7.4. WRITE\_EXTERNAL\_STORAGE access to data storage. This access is required to save Photos loaded into the Application.
- 3.7.5. CAMERA access to the camera. This access is needed to scan barcodes and QR codes on the package.

### 4. PURPOSES OF COLLECTING PERSONAL INFORMATION OF THE USER

- 4.1. The User's personal data may be used by the Provider to:
- 4.1.1. Identification of the User registered on the Website or in the Application for placing an order and / or entering into an Agreement for the sale of goods by remote method.
- 4.1.2. Providing the User with access to personalized resources of the Site and the Application.
- 4.1.3. Establishing feedback with the User, including sending notifications, inquiries regarding the use of the Site and the Application, rendering services, processing requests and requests from the User.
- 4.1.4. Determine the location of the user to ensure security, prevent fraud.
- 4.1.5. Confirmation of the accuracy and completeness of personal data provided by the User.
- 4.1.6. Create an account to make purchases, if the User has agreed to create an account.
- 4.1.7. Notifications of the User on the status of the Order and / or the Personal Account of the User.
- 4.1.8. Processing and receipt of payments, confirmation of tax or tax benefits, disputing the payment, determining the right to receive a credit line by the User.
- 4.1.9. Providing the User with effective customer and technical support in case of problems related to the use of the Service.
- 4.1.10. Providing the User with his consent of product updates, special offers, pricing information, newsletters and other information on behalf of the Provider or on behalf of the Provider's partners.
- 4.1.11. Implementation of promotional activities with the consent of the User.
- 4.1.12. Providing the User with access to the sites or services of the Provider's partners in order to obtain products, updates and services.

# 5. METHODS AND TERMS FOR PROCESSING PERSONAL INFORMATION

- 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 tools.
- 5.2. The User agrees that the Provider has the right to transfer personal data to third parties, in particular, courier services, postal organizations, telecommunications operators, solely for the purpose of fulfilling the User's order placed on the Site or in the Application, including delivery of the Goods.
- 5.3. User's personal data may be transferred to the authorized state authorities of Ukraine only on the grounds and in the manner established by the legislation of Ukraine.
- 5.4. In case of loss or disclosure of personal data, the Provider informs the User about the loss or disclosure of personal data.
- 5.5. The Provider takes the necessary organizational and technical measures to protect the User's personal information from unlawful or accidental access,

destruction, alteration, blocking, copying, dissemination, as well as from other illegal actions of third parties.

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

#### 6. OBLIGATIONS OF THE PARTIES

#### 6.1. User must:

- 6.1.1. Provide information about personal data required to use the Site or Application.
- 6.1.2. Update, supplement the provided information about personal data in case of change of this information.

# **6.2. The provider must:**

- 6.2.1. Use the information obtained solely for the purposes specified in clause 4 of this Privacy Policy.
- 6.2.2. To ensure the storage of confidential information in secret, not to disclose without the prior written permission of the User, and also not to sell, exchange, publish, or disclose in any other possible way the transferred personal data of the User, except for p. 5.2. and 5.3. this Privacy Policy.
- 6.2.3. Take precautions to protect the confidentiality of the User's personal data in accordance with the procedure commonly used to protect this type of information in existing business transactions.
- 6.2.4. Perform blocking of personal data relating to the relevant User, from the time of the request or request of the User or his legal representative or authorized body for the protection of the rights of subjects of personal data for the period of verification, in case of unreliable personal data or illegal actions.

## 7. RESPONSIBILITY OF THE PARTIES

- 7.1. The provider, who has not fulfilled his obligations, shall be liable for losses incurred by the User in connection with the unlawful use of personal data, in accordance with the legislation of Ukraine, except as provided for in paragraphs. 5.2., 5.3. and 7.2. this Privacy Policy.
- 7.2. In case of loss or disclosure of Confidential Information, the Provider shall not be liable if this confidential information:
- 7.2.1. Became public domain before its loss or disclosure.
- 7.2.2. It was received from a third party prior to its receipt by the provider.
- 7.2.3. It was disclosed with the consent of the User.

## **8. SETTLEMENT OF DISPUTES**

- 8.1. Before applying to the court for disputes arising from the relationship between the User and the Provider, it is mandatory to file a claim (a written proposal for a voluntary settlement of the dispute).
- 8.2. The recipient of the claim within 30 calendar days from the date of receipt of the claim, notifies the claimant in writing of the results of the consideration of the claim.
- 8.3. If the agreement is not reached, the dispute will be submitted to the judicial authority in accordance with the current legislation of Ukraine.
- 8.4. The current legislation of Ukraine applies to this Privacy Policy and the relationship between the User and the Provider.

## 9. ADDITIONAL CONDITIONS

- 9.1. The Provider has the right to make changes to this Privacy Policy without the consent of the User.
- 9.2. A new Privacy Policy takes effect from the moment it is posted on the Website, unless otherwise provided by the new edition of the Privacy Policy.
- 9.3. The provider is obliged to notify about the update of the Privacy Policy no later than 5 (five) days before the entry into force.
- 9.3. All offers or questions on this Privacy Policy should be communicated to the Provider through the contacts indicated on the Site.
- 9.4. The current Privacy Policy is available on the page at http://www.isee.com.ua/docs/

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