

Privacy Policy

This Privacy Policy (hereinafter referred to as “Confidentiality Policy”) is applicable to all information which **Geostream Assets Management** website (hereinafter referred to as “GAM”) at **www.geostream-m.com** and **www.geostream-m.ru** (as well as at their subdomains)

can obtain on the User during the use of **www.geostream-m.com** and **www.geostream-m.ru** websites (as well as their subdomains), its programs and products.

1. Definitions

1.1 The following terms are used in this Confidentiality Policy:

1.1.1. “**Website Administration**” (hereinafter referred to as “Administration”) is authorized personnel for management of GAM website, who arrange and/or process personal information, as well as determine the purposes of personal information processing, content of personal information to be processed, actions (operations) performed with personal information.

1.1.2. “**Personal Information**” is any information related to directly or indirectly determined or to be determined natural person (personal information subject).

1.1.3. “**Personal Information Processing**” is any action (operation) or a series of actions (operations) performed with personal information with the use of automation tools or without them, including collection, recording, systematization, accumulation, storage, improvement (update, change), extraction, use, transfer (distribution, provision, access), anonymization, blocking, deleting, destruction of personal information.

1.1.4. “**Personal Information Confidentiality**” is the requirement mandatory for compliance by Operator or by other person with the access to personal information, not to allow its distribution without consent by personal information subject or other legal reason.

1.1.5. “**GAM Website**” is the combination of interconnected websites posted online at unique address (URL): **www.geostream-m.com** or **www.geostream-m.ru**, as well as at their subdomains.

1.1.6. “**Subdomains**” are pages or a combination of pages located on third-level domains related to GAM website, as well as other temporary pages with Administration contact information shown at the bottom.

1.1.7. “**GAM Website User**” (hereinafter referred to as “User”) is the person with the access to GAM website via the Internet and with the use of information, materials and products of GAM website.

1.1.7. “**Cookies**» is the small data fragment sent by web server and stored in the User's PC, each time sent by web client or web browser to web server by HTTP request at the attempt to open a page of the relevant website.

1.1.8. “**IP Address**” is the unique node net address in computer network over which the User gets access to GAM website.

2. General Provisions

2.1. By using GAM website the User agrees with Confidentiality Policy and terms of the User's personal information processing.

2.2. If the User does not agree with the terms of Confidentiality Policy, he must stop using GAM website.

2.3. This Confidentiality Policy is applied to GAM website. GAM does not control and is not responsible for third-party websites followed by the User over links on GAM website.

2.4. Administration does not verify personal information provided by the User.

3. Subject of Confidentiality Policy

3.1. This Confidentiality Policy determines Administration's obligations not to disclose and to provide for confidentiality protection of personal information provided by the User at Administration's request upon registration on GAM website or subscription to e-mail newsletter.

3.2. Personal information allowed for processing under this Confidentiality Policy shall be provided by the User through filling out forms on GAM website and includes the following:

3.2.1. The User's full name

3.2.2. e-mail address

3.3. GAM protects Data which is automatically transmitted when the User visits pages:

- IP address
- information from cookies
- browser information
- access time
- referring page (address of the previous page).

3.3.1. Disabling cookies can result in failure to access parts of the website which require authorization.

3.3.2. GAM collects statistics of IP addresses of the users. Such information is used to prevent, identify and solve technical problems.

3.4. Any other personal information not specified above (browsing history, used browsers, operating systems, etc.) is subject to secure storage and non-distribution, except for cases envisaged by Sub-clause 5.2 of this Confidentiality Policy.

4. Purposes of User's Personal Information Collection

4.1. Administration can use the User's personal information for the following purposes:

4.1.1. Identification of the User registered on GAM website for its further authorization.

4.1.2. Provision of the User's access to personalized data on GAM website.

4.1.3. Feedback with the User, including notifications, queries related to the use of GAM website, the User's query and request processing.

4.1.4. Locating the User to ensure security, to prevent fraud.

4.1.5. Confirmation of consistency and completeness of personal information provided by the User.

4.1.6. Creation of account for the use of parts of GAM web, if the User agrees for creation of account.

4.1.7. Notification of the User by e-mail.

4.1.8. Provision of effective technical support to the User in case of problems related to the use of GAM website.

4.1.9. Provision of special offers, newsletters and other information on behalf of GAM website to the User at its consent.

5. Personal Information Processing Methods and Period

5.1. The User's personal information shall be processed without time limit, using any legal method, including in information systems of personal information with the use of automation tools and without them.

5.2. The User's personal information can be forwarded to authorized state bodies of the Russian Federation only on the ground and in accordance with the procedure set by the laws of the Russian Federation.

5.3. In case of losing or disclosing personal information the Administration is entitled not to notify the User of losing or disclosing personal information.

5.4. Administration takes necessary logistic and technical measures for protection of the User's personal information from illegal or accidental access, destruction, change, blocking, copying, distribution, as well as from other illegal actions by third parties.

5.5. Administration, along with the User, shall take all necessary measures to prevent damages or other negative circumstances resulted from losing or disclosure of the User's personal information.

6. Parties' Rights and Obligations

6.1. The User shall be entitled to the following:

6.1.1. Make a free decision of provision of its personal information required for the use of GAM website, and agree with its processing.

6.1.2. Update, add provided information on personal information, in case of this information change.

6.1.3. The User is entitled to receive from Administration the information related to processing of its personal information, if such right is not limited in accordance with the federal laws. The User is entitled to request Administration to update its personal information, block or destruct it, if personal information is incomplete, outdated, inaccurate, illegally obtained or is not required for the declared purpose of processing, as well as to take measures for protection of its rights provided by law. For this, it is enough to notify Administration at specified e-mail address.

6.2. Administration shall be obliged to:

6.2.1. Use obtained information only for the purposes provided by Clause 4 of this Confidentiality Policy.

6.2.2. Provide storage of confidential information in secret, not to disclose without the User's preliminary written consent, as well as not to sell, exchange, publish, or disclose the User's personal information by other possible methods, excluding Sub-clause 5.2 of this Confidentiality Policy.

6.2.3. Take precautionary measures for protection of the User's personal information confidentiality in accordance with the procedure generally used for protection of such information in existing business practice.

6.2.4. Block personal information related to the corresponding User from the moment of referring or request by the User or its legal representative, or authorized body for protection of rights of personal information subjects for the period of validation when detecting invalid personal information or illegal actions.

Parties' Liability

7.1. Administration, which did not fulfill its obligations, shall be responsible for losses incurred by the User due to illegal use of personal information in accordance with the laws of the Russian Federation, except for the cases provided by Sub-clauses 5.2 and 7.2 of this Confidentiality Policy.

7.2. In case of loss or disclosure of Confidential Information, Administration shall not be responsible, if such confidential information:

7.2.1. Became public before its loss or disclosure.

7.2.2. Was obtained from third party before its receipt by Resource Administration.

7.2.3. Was disclosed with the User's consent.

7.3. The User shall be fully responsible for compliance with requirements of the laws of the Russian Federation, including laws on advertisement, protection of author and neighboring rights,

protection of trademarks and service marks, but not limited to it, including full responsibility for content and form of materials.

7.4. The User shall agree that responsibility for any information (including, but not limited to: data files, texts, etc.) with the User's access as to the part of GAM website shall be taken by the entity which provided such information.

7.5. The User shall agree that information provided to him as the part of GAM website can be intellectual property object whose rights are protected and owned by other Users, partners and advertisers, which post this information on GAM website.

The User shall be entitled to change, lease, loan, sell, distribute or create derivative work based on this Content (fully or partly), except for the cases when these actions were directly permitted in written by owners of such Content in accordance with terms of a separate agreement.

7.6. With regards to text materials (articles, publications with public access on GAM website), it shall be allowed to distribute them provided that GAM website is referred to.

7.7. Administration shall not be responsible to the User for any loss or damage incurred by the User due to deleting, failure or failure to save any Content or other communication data posted on GAM website or transferred over it.

7.8. Administration shall not be responsible for any direct or indirect losses resulting from the use or failure to use the website or individual services, unauthorized access to the User's communications, statement or behavior of any third party on website.

7.9. Administration shall not be responsible for any information posted by the User on GAM website, including, but not limited to, information protected by copyright without direct consent by copyright owner.

8. Settlement of Disputes

8.1. Before legal claim on disputes between the User and Administration it is obligingly to make claim (written proposal or proposal in electronic form for voluntary settlement).

8.2. The claim addressee within 30 calendar days from the claim receipt shall notify the claimer on results of claim consideration in writing or in electronic format.

8.3. If the dispute is not settled, it will be submitted to the Moscow City Arbitration Court.

8.4. This Confidentiality Policy and relationship between the User and Administration shall be subject to the effective laws of the Russian Federation.

9. Additional Terms

9.1. Administration shall be entitled to make amendments in this Confidentiality Policy without the User's consent.

9.2. The new Confidentiality Policy becomes effective after it is posted on GAM website, if otherwise it is not provided by the revised version of Confidentiality Policy.

9.3. All proposals or questions related to this Confidentiality Policy should be sent at office@geostream-m.ru

9.4. Effective Confidentiality Policy is posted on website at www.geostream-m.ru/conf_policy.pdf

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Moscow