

PERSONAL INFORMATION POLICY

Personal Information Policy (hereinafter the «Policy») applies to all and any Client/Licensee information «Smart Driving Labs» Limited Liability Company (hereinafter LLC «SDL») may get when the Client/Licensee use any of the websites, services, programs, products or equipment of LLC «SDL» (hereinafter the “Services”, “Services of LLC «SDL») and in the course of the performance by SDL LLC of any agreements with the Client/Licensee.

Use of the Services of LLC «SDL» means unconditional consent of the Client/Licensee to this Policy and terms and conditions of the processing of their personal information specified herein; in case of disagreement to these terms and conditions, the Client/Licensee shall refrain from the use of the Services.

Before using the Services of LLC «SDL», please familiarize yourself with the terms and conditions of this Policy.

1. General Provisions

1.1. Using the Services of LLC «SDL» you agree and acknowledge that:

a) you have familiarized yourself with the terms and conditions of this Policy in full before using the Services of LLC «SDL».

b) Your use of the Services of LLC «SDL» in any form means that you accept all terms and conditions of this Policy in full without any exceptions and restrictions on your part.

c) In case you disagree to the terms and conditions of this Policy, you must immediately terminate any use of the Services of LLC «SDL».

d) LLC «SDL» may modify the Policy (including any part thereof) without any special notice or payment of any compensation in this regard. New version of the Policy enters into force upon publishing at <http://www.smartdriving.io>., unless otherwise stipulated by the new version of the Policy.

1.2. By accepting terms and conditions of this Policy, the Client/Licensee consents to the processing by LLC «SDL» of the Client’s/Licensee’s personal information for the purposes stipulated herein, as well as to the transfer of such information to third parties in the cases listed herein, as well as in other cases stipulated by agreements, which may be entered into with the Client/Licensee.

Use of the Services of LLC «SDL» using a browser accepting information from cookies means consent of the Client/Licensee to the collection and processing by LLC «SDL» of information from cookies for the purposes stipulated herein, as well as transfer of information from cookies to third parties in the cases listed herein.

Disconnection and/or blocking by the Client/Licensee of the option of browser on the acceptance of information from cookies means a prohibition on the collection and processing of information from cookies by LLC «SDL» in accordance with the terms and conditions of this Policy.

1.3. LLC «SDL» does not check the accuracy of personal information provided by the Client/Licensee and is unable to assess their capability. However, LLC «SDL» proceeds from the fact that the Client/Licensee provides accurate and sufficient personal information and keeps it updated. In the cases stipulated by agreements with the Client/Licensee on the use of separate Services of LLC «SDL», the Client/Licensee shall provide confirmation of the accuracy of their personal information he/she provides.

2. Composition of the Client's/Licensee's Information LLC «SDL» Receives and Processes

2.1. This Policy covers the following types of personal information:

2.1.1. A personal information independently posted by the Client/Licensee about them at registration, including personal information on the Client/Licensee, access to which the Client/Licensee grants to LLC «SDL» through websites or epy third-party services, or personal information posted by the Client/Licensee in the course of using the Services of LLC «SDL». Personal information received in such way may include, namely, given name, patronymic and surname, date of birth, image, phone number or e-mail of the Client/Licensee, passport data, data on the Client's/Licensee's vehicle.

2.1.2. Data automatically transferred by the Services of LLC «SDL» in the course of the use thereof using software installed at the Client's/Licensee's mobile device, including IP-address, individual network number of the device (MAC-address, ID of the device), electronic serial number (IMEI, MEID), advertising identifier Android (Google AID), data from cookies, information on the browser, operational system, time of access, search requests, data on the location and movement of the Client's/Licensee's device.

2.1.3. Information additionally provided by Clients/Licensees upon request of LLC «SDL» for the purposes of the performance of obligations of LLC «SDL» to Clients/Licensees in relation to the use of the Services of LLC «SDL».

2.1.4. The further information on Clients/Licensees, collection and/or processing of which is established by agreements on the use of separate Services of LLC «SDL» and/or rules of services provision using separate Services of LLC «SDL».

3. Purposes of the Collection and Processing of Information on Clients/Licensees

3.1. LLC «SDL» collects and stores only personal information required for the Services provision or performance of agreements with the Client/Licensee, except

for the cases the laws provide for compulsory storage of personal information during term determined by the laws.

3.2. LLC «SDL» may use Clients'/Licensees' personal information for the following purposes:

3.2.1. identification of the Party within agreements between the Client/Licensee and LLC «SDL»;

3.2.2. provision to Clients/Licensees of services using the Services of LLC «SDL» and further improvement of the Services of LLC «SDL», development of new Services;

3.2.3. response to Clients'/Licensees' requests to the support service, as well as processing of requests and applications from the Client/Licensee, notifying Clients/Licensees of the possibilities of the Services of LLC «SDL», sending requests concerning the use of the Services of LLC «SDL», performance of agreements;

3.2.4. performance of marketing tasks, conduct of statistical and other studies;

3.2.5. targeting advertising materials;

3.2.6. provision of personal information by LLC «SDL» to third parties for rendering by the latter of other services to Clients/Licensees in the manner established by law;

3.2.7. for other purposes stipulated by agreements entered into with the Client/Licensee.

3.3. The Client/Licensee hereby consents to the transfer of their personal information to affiliates and partners of LLC «SDL» for the purposes stipulated by clause 3.2 hereof.

3.4. The Client/Licensee does not hereby object to the right of LLC «SDL» to charge third parties with the processing of personal information if required for the provision of the Services of LLC «SDL» to Clients/Licensees. No additional consent of the Client/Licensee to the issue by LLC «SDL» of an order to process personal information by third parties is required. Processing of personal information means any action (transaction) or a set of actions (transactions) performed with or without the use of automation means, including collection, transfer (dissemination, provision, access), trans-border transfer, record, systematization, accumulation, storage, clarification (update, modification), extraction, use, depersonalization, blocking, deletion or destruction.

4. Terms and Conditions of Processing and Transfer to the Third Parties of Clients'/Licensees' Personal Information

4.1. Personal information of the Client/Licensee shall be kept confidential, except for the cases of voluntary provision by the Client/Licensee of information to be available to general public. Using separate Services, the Client/Licensee agrees that a certain part of their personal information will become public.

4.2. Personal information on Clients/Licensees shall not be transferred to third parties, except for the following cases:

4.2.1. The Client/Licensee consents to such actions.

4.2.2. Transfer is required to ensure functioning of the Services of LLC «SDL» and/or separate functional possibilities of the Services of LLC «SDL», implementation of partner and other programs and Services of LLC «SDL».

4.2.3. Transfer is stipulated by the Russian or other applicable laws within the procedure established by the laws.

4.2.4. To ensure possibility of the protection of the rights and legitimate interests of LLC «SDL» or third parties in case the Client/Licensee breaches the User Agreement on the Services of LLC «SDL», this Policy or documents containing terms and conditions of using specific Services.

4.2.5. In case LLC «SDL» participates in the merger, purchase or any other form of sale of a part or all of its assets, all obligations to observe terms and conditions of this Policy shall pass to the purchaser of the assets of LLC «SDL».

4.2.6. Processing of the Client's/Licensee's personal information through depersonalization thereof results in depersonalized statistical data transferred to a third party to conduct studies, perform works or provide services upon an order of LLC «SDL».

4.2.7. Transfer by LLC «SDL» of the Client/s/Licensee's personal information and information received from the equipment of LLC «SDL» installed at the Client's/Licensee's vehicle to a company, where the Client/Licensee has insured the vehicle, or a company, where the Client/Licensee has purchased the vehicle.

4.2.8. LLC «SDL» charges third parties with the processing of the Client's/Licensee's personal information if required for the performance of agreements entered into between LLC «SDL» and the Client/Licensee.

4.3. When processing the Client's/Licensee's personal information, LLC «SDL» shall be guided by Federal Law No. 152-Φ3 dd. 27.07.2006 "On Personal Data".

5. Rights of the Client/Licensee

5.1. The Client/Licensee is entitled to:

5.1.1. personally modify or supplement their information in the Personal account on the website of LLC «SDL» or through mobile application “Element”;

5.1.2. delete their information provided within the Personal Account on the website of LLC «SDL»; wherein, deletion of the profile may entail impossibility to use the Services of LLC «SDL»;

5.1.3. upon request, get from LLC «SDL» an information concerning processing of their personal information.

6. Clients/Licensees Protection Measures

6.1. LLC «SDL» shall take all required and sufficient organizational and technical measures to protect Clients'/Licensees' personal information against an unauthorized or an accidental access thereto, destruction, modification, blocking, dissemination of personal information, as well as other unauthorized actions. Such measures include, namely, internal check of the processes of collection, storage and processing of data and security measures, including the relevant coding and measures to ensure a physical security of data to prevent an unauthorized access to Systems Storing Personal Information.

7. Final Provisions

7.1. This Policy governs relations between the Client/Licensee and LLC «SDL». Issues arising out of the application of this Policy and uncovered herein shall be governed by the current laws of the Russian Federation.

7.2. LLC «SDL» is entitled to modify this Policy. New version of the Policy enters into force upon posting at <http://www.smartdriving.io>, unless otherwise stipulated by the new version of the Policy.

7.3. Clients/Licensees are entitled to e-mail to LLC «SDL» requests, offers of issues concerning this Policy to info@smartdriving.io or send them to Office 203B, Magistral Plaza Business Plaza, 5A Pervyi Magistralnyi Blind Alley, Moscow 123290.

7.4. Current version of this Policy is posted on the website of LLC «SDL» at <http://www.smartdriving.io>.