PRIVACY POLICY

Personal data processing policy and user agreement of the Autonomous nonprofit organisation for further education "Universal University".

- 1. The confidentiality and personal data processing policy and user agreement (hereinafter referred to as Policy) of the Autonomous non-profit organisation for further education "Universal University" (hereinafter referred to as Company) applies to any information that the Company may receive from the User during the use of Company's website and/or service, in the course of fulfilment by the Company and the User of contracts (agreements and other deals), as well as while performing necessary steps to form contracts and process payment, and establishes general rules for the use of the Company's website and/or service by the User.
- 2. The sole fact of using the Company's website and/or service constitutes full and unconditional acceptance of this Policy by the User, including the terms for processing their personal data. In the event that the User refuses to accept this Policy and terms of processing their personal data, the User shall cease usage of the Company's website and/or service. Company retains the right to modify this Policy. In the event that the User refuses to accept such modifications, the User shall cease usage of the Company's website and/or service. An updated version of this Policy goes into effect from the moment it is published at the following URL: http://britishdesign.ru/special/privacy-policy/, unless otherwise specified by the new version of this Policy itself.
- 3. In order to make use of certain services or specific functionality of services, the User may be offered to complete a registration process, which involves filling out registration forms. While using the Company's website and/or service, the User undertakes to provide accurate and up-to-date information as related to the fields specified by registration forms. In the event the Company deems the provided information inaccurate, incomplete, or outdated, the Company has the right, at their discretion, to refuse the usage of the Company's website and/or service, block the User, or delete their account. The User affirms that they are the actual subject of the personal data they provide, or that they possess a written consent to provide personal data of third parties, and also that the User is legally able. The Company retains the right to request documented proof to ascertain this, and the refusal to provide such proof may be deemed equivalent to providing inaccurate information.

- 4. In accordance with this Policy, the information processed by the Company includes: personal data of the User to the extent of the data provided via registration forms; data transferred by the User-side software (including, but not limited to: cookie files, IP address, technical specifications of the User's hardware and software, etc.); other information that it is necessary to process in accordance with the legislation of the Russian Federation, and/or Article 1 of this Policy.
- 5. Herewith, the User makes a conscious decision to provide information, including personal data, and gives their consent to the Company to process information, including personal data, freely, of their own volition, and pursing their own interest. The list of information, including personal data, for which the consent to processing is given, is included in Article 4 of this Policy, and includes, but is not limited to: full name including patronym (if applicable), email address, phone numbers, date of brith, passport information, name of city or municipality, job title, and any other information related to the subject of personal data. The User gives their consent to collect, record, organise, amass, store, clarify (update, modify), extract, use, hand over (disseminate, provide, give access to), including across borders, anonymise, block, delete, destroy personal data and other information. Methods of processing are: manual and automated. Consent to the processing of personal data is valid until withdrawn by the User. The withdrawal application can be directed in written form to the Company's mailing address specified in this Policy.
- 6. Aims of information processing, including personal data, are as follows: enabling use of the Company's website and/or service by the User; fulfilling contracts by both Company and User, as well as enacting steps required to fulfil contracts and complete payments; performing identification of the User; communicating with the User; preparing and dispatching answers to requests; dispatching notifications about functionality of the website and/or service; dispatching notifications about new services, products, events; offering up-to-date information; improving quality of services; conducting statistical and other research. While pursuing the aims stated above, the Company has the right to hand over personal data to third parties.
- 7. While processing personal data of Users, the Company acts in accordance with Federal Law No. 152-FZ ("On Personal Data"). While processing personal data, the Company enacts reasonable legal, organisational, and technical measures to protect personal data from illicit or accidental access, destruction, modification, blocking, copying, provision and dissemination to third parties, as well as any other illicit actions directed at personal data in accordance with the legislation of the Russian Federation. The User affirms that part of their information, including personal data, becomes publicly available when using certain services and/or the website.

- 8. The Company enacts aforementioned requirements for protection of personal data by appointing a person responsible for processing of personal data, establishing procedures aimed at prevention of violation of Russian laws, conducting internal audits to ascertain the compliance of personal data processing with the requirements for personal data protection, and taking other measures in accordance with the legislation of the Russian Federation.
- 9. Cookie files, IP address, hardware and software technical specifications that are received and transferred by software utilised by both User and Company, can be used by the Company to ensure functionality of the website and/or service, provide the User with personalised services, and for analytic purposes. The Company has the right to provide access to their website and/or service on the condition that the acceptance and storage of cookie files, as well as other information, are enabled by the User. Technical parameters of cookie files may be modified without prior notification of the User.
- 10. The User has the right to modify or delete the information provided at any time, by using a corresponding service or addressing their request to the Company using contact information specified in this Policy, at the Company's website and/or using a corresponding Company service. Said right may be restricted in accordance with the legislation of the Russian Federation.
- 11. In regards to services that involve registration of a user account, the User shall immediately notify the Company about any instance of unauthorised (not approved by the User) access to the website and/ or service under the User's account, and/or about any breach (or suspected breach) of confidentiality of their access credentials. In the interests of security, the User shall take it upon themselves to manually perform the safe log-off procedure under their account after each working session with services. Some types of accounts owned by Users may limit or deny the use of some services or their specific functions. The Company retains the right to block or delete the User's account, as well as restrict access under their account to specific services, and/or delete any content with no reason given.
- 12. The User takes upon themselves a responsibility for their own actions related to the usage of the Company's website and/or service, including instances where such actions should lead to violation of rights and legal interests of third parties, and for following the legislation of the Russian Federation. The User undertakes to compensate any damages and losses incurred on the Company and/or third parties as a result of non-compliance or improper compliance by the User with the obligations laid out by this Policy and/or the legislation of the Russian Federation.

- 13. All of the objects accessible with the use of the Company's website and/or services, including but not limited to: design elements, text, graphical images, illustrations, software, databases, audiovisual media and other objects, are the objects of exclusive intellectual property rights belonging to the Company and other rights holders. Usage of said objects is only possible in the context of functionality offered by the service. None of the objects can be used in any other ways without prior written consent given by the rights holder. Usage includes, but is not limited to: playing, copying, reworking, disseminating in any way or form, and other methods in accordance with the legislation of the Russian Federation.
- 14. The Company does not bear responsibility for any losses incurred as a result of usage by the User of the Company's website and/or service. The User uses the services on their own risk. Services are provided on the "as is" basis.
- 15. All the terms and provisions of this Policy are subject to the legislation of the Russian Federation. If, for some reason, one or several of the provisions of this Policy are deemed void, it shall not affect any other provisions.
- 16. The User can direct a request, regarding any matter, to the Company's mailing address, stated below:

Autonomous non-profit organisation for further education "Universal University"

OGRN 1197700010518

Address: 10 Nizhnyaya Syromyatnicheskaya street, bld. 3; Moscow, Russian Federation, 105120