

RADARIUS SERVICE CONFIDENTIALITY POLICY
EFFECTIVE DATE: JULY 1, 2017

1. GENERAL PROVISIONS

1. This Confidentiality Policy (hereinafter referred to as “the Policy”) is published by Faino Digital Media LLC. (hereinafter referred to as “Service Provider”) and provides for the information collected by Service Provider about the users in connection with ensuring the functioning and development of the Site, the objective of the collection, and the procedure of the use and disclosure of such information to third parties. Service Provider shall observe and protect the Users’ confidentiality.

1.1 By registering on the Site (creating an Account), the User accepts this Policy and consents to Service Provider’s collection, storage, and use of his/her personal data and other data as do not belong to the personal data in accordance with the applicable laws.

1.2 The Policy is a supplement to the Radarius Service Use Terms and Conditions (hereinafter referred to as “the Terms and Conditions”) and shall be an integral part thereof. The terms used in this Policy shall be understood in accordance with the Terms and Conditions and the applicable laws as the need arises.

1.3 If the User visits the public sections of the Site without the registration on it or entering any data, Service Provider shall not collect any personal information on him/her except the technical data specified in Section 2 of this Policy.

2. DATA ON THE USERS

2. In the cases defined by the Terms and Conditions and this Policy, Service Provider shall ask the User to provide the information requested within the minimum scope necessary for the fulfillment of some technical tasks or other.

2.1. Service Provider shall be entitled to collect, store and use the following data on the users for achieving the goals of the Site and fulfilling other technical tasks:

2.2. the User’s first name and surname;

2.3. the valid mobile telephone number;

2.4. a photograph (image) of the User;

2.5. the geolocation data (location of the devices used including the geographic one by means of GPS, Bluetooth or Wi-Fi signals if the relevant settings allow doing it);

2.6. the data on the time and date of visiting the Site/use of the Application;

2.7. the data on the browser used, the type and version of the operating system, the type of the device used and the resolving capacity of its screen (monitor), the used IP address of the device, the language and time zone settings as well as the browser cookies and the data on the version of the Application installed;

2.8. the data on the User’s activities on the Site/in the Application (statistics concerning entries, “preferences” (“likes”), “posts”, “reposts”, and other acts based on the functionality of the Site/ Application);

2.9. other data placed by the User within the Site/using the Application on a voluntary basis at his/ her discretion;

2.10. other technical data, necessary for ensuring a normal functioning of the Site/Application.

2.11 The creation of an Account on the Site/in the Application by the User’s following the registration procedure (“from scratch”) requires that the following data be specified for technical reasons:

2.12. one’s valid mobile phone number as well as a password for the fulfilment of technical tasks: identification of the User of the Site software and guaranteeing the safety of his/her Account (in particular, due to the so called two-factor authentication procedure);

2.13. one’s actual first name and surname as well as photograph (image) for the achievement of the Site’s objectives as a social network service.

2.14 The data specified in Clause 2.3 of this Policy shall be included in the User’s Account through which the User accesses the main functionality of the Site and the Application. By default, other users shall have access to the following information only: the User’s first name and surname and the User’s photograph (image).

2.15 Nevertheless Service Provider may collect and use the following information only, from the relevant account: the User’s first name and surname, photograph (image), the User’s mobile telephone number if it is possible from the technical point of view.

2.16 When the User visits the Site, the software of the Site collects some data automatically, namely the data on the browser used, the type and version of the operating system, the type of the device used and the resolving capacity of its screen (monitor), the used IP address of the device, the language and time zone settings, the time and date of visiting the Site, the geolocation data (location of the devices used including the geographic one by means of GPS, Bluetooth or Wi-Fi signals), the information on the version of the Application (if applicable), and other data the use of which is necessary for the improvement (optimisation) of the work of the Site/Application and the Service as a whole.

2.17 Service Provider may also suggest that the User provide ownership information including the User's identity documents in case of dispute concerning the belonging of the Account to some User or other and if it is necessary to prevent, detect or avoid fraud or other violations of the laws.

3. COLLECTION, STORAGE AND USE OF THE INFORMATION ON THE USERS

3. The aforesaid information shall be collected, stored and used by Service Provider for the following purposes:

3.1. improvement of the Users' Accounts safety, in particular, due to the so-called two-factor authentication and notifying the User that his/her Account has been entered from another device;

3.2. ensuring a stable and optimal operation of the Site for different hardware (stationary and mobile devices) and software (operating systems and browsers) platforms and improvement of the further operation of the Site;

3.3. achievement of the Site's objectives as a social network service, namely the User's mutual identification of each other, their communication, and other activities within the Site;

3.4. a correct settlement of disputable situations concerning the belonging of the Account to some User or other as well as the prevention, detection, or avoidance of fraud or other violations of the laws;

3.5. provision of the Users with news concerning the development and improvement of the Site's functionality and provision of advertising by means of accessible communication means.

3.6 Service Provider may send electronic advertising letters concerning the offered services or the information concerning the Site to the User's phone number. The User may waive such distribution by clicking the relevant link in the electronic letter and changing the settings of his/her Account.

3.7 Service Provider shall store the User's personal data for a reasonable time depending on the nature of the Site as a social network service.

4. INFORMATION TRANSFER AND DISCLOSURE

4. Service Provider shall not disclose or transfer the personal data and other information collected within the scope of the provision of the services based on the nature of the Site as a social network service to third parties except for the cases described in this Policy.

4.1 Service Provider shall be entitled to disclose and transfer the personal data to third parties if:

4.2. in a specific situation such acts are mandatory in accordance with the valid laws of Ukraine or the laws of the country or territory, applicable in such specific case;

4.3. Service Provider has sufficient reasons to believe in good faith that the disclosure of such information is necessary for the compliance with the applicable laws, the requirements of a legal process or a legal and reasonable request of authorities or their authorised officials.

5. RESPONSIBILITY OF Service Provider

5. Only authorised employees of Service Provider carrying out the maintenance of the Site shall have access to the User's personal data. Such employees shall observe strictly the confidentiality and prevent unauthorised access of third parties to the personal data and other data on the Users.

5.1 Service Provider shall take all the required measures in order to protect the Users' personal data from unauthorised access, copying, alteration, disclosure or destruction.

5.2 Service Provider emphasises that none of the existing data transmission methods can be absolutely safe and, in particular, protected from the data capture in any section within the User-Site exchange process train. Notwithstanding all the measures taken in order to improve the safety of the personal data and other data on the Users, Service Provider cannot guarantee a full safety thereof.

5.3 Service Provider shall not be responsible for the consequences of the User's voluntary entering (placement, distribution or dissemination) of any of its personal data or the personal data of the other Users somewhere within the Site, such as the age (date of birth), sex, residential address (location), communication facilities, race, ethnical origin, religious, political and other convictions; health condition; sexual orientation; marital status; property status; activities; biographical data; etc. Service Provider does not intend to collect, store and use such data. The User shall enter (place and provide) any data on himself/herself at his/her own risk being aware that depending on the functional section of the Site (personal correspondence, blog) selected by him/her, they may be reviewed and used for personal purposes including unlawful ones, both within and beyond the Site by some unidentified circle of Users or other.

5.4 The user agrees that any personal data entered (placed, distributed, disclosed) by him/her on the Site (e.g. in a personal correspondence, comments below a message, etc.) shall appear automatically on the server of Service Provider and shall be stored in the same manner as all the other information placed by the Users. The User agrees that:

5.5. Service Provider shall not be responsible for the course and consequences of such placement and storage of the User's personal data;

5.6 In accordance with the valid laws, Service Provider shall not be obliged to identify the vulnerability degree of the User's personal data and to take additional measures in relation to the safety thereof;

5.7 Service Provider shall not be obliged to inform the User of the threats connected with the placement of his/her personal data somewhere within the Site every time or with a certain periodicity.

5.8 The User has been notified that in connection with the nature of the Service as a social network service, the personal information on him/her may appear on the Site as a result of the acts of other Users (e.g. when another user downloads pictures with the relevant mark, etc.), and Service Provider shall not be responsible for it. If other Users breach the User's rights or legal interests, he/she shall be entitled to apply to Service Provider.

5.9 Service Provider shall not be responsible for any acts of the Users and third parties involving the Users' personal data both within and beyond the Site irrespective of whether the data were received through the Site or otherwise.

5.10 Service Provider shall not bear responsibility for illegal acts of third parties, hackers, intruders, and other violators who may breach the provisions of this Policy and the Terms and Conditions and try to take possession of the User's information and personal data in full or in part as well as use them for personal purposes.

6. COOKIES POLICY

6. In the course of the User's visits to and use of the Site, when the User uses the internal and external links of the Site and in case of message exchange (by e-mail, in particular) between the User and Service Provider, Service Provider shall be entitled to collect cookie files, web beacons, and other similar technologies and apply them otherwise for the storage of the information and optimisation of the interaction between the User's hardware and software with the Service's hardware and software.

6.1 Service Provider shall be entitled to apply the cookie files, web beacons, and other similar information storage technologies in order to make the use of the Site more efficient, quick, and safe; to improve the functioning of the Site and to provide advertising and other offers of the Company and its partners adapted to the User's requirements, wishes and interests.

6.2 The User may block, disconnect and remove the cookie files, web beacons, and other similar information storage technologies if his/her web browser or device allow doing it. However in this case, it is probable that the User will be unable to use some offers or the Company and its partners.

7. OTHER PROVISIONS

7. By registering himself/herself, the User shall confirm that he/she shall provide true and accurate information. If the User provides untrue (erroneous) or inaccurate information or Service Provider has reasonable and sufficient grounds to believe that such information is untrue (erroneous) or inaccurate, Service Provider shall be entitled to block the User's Account on a temporary basis (till all the disputable matters are settled) or indefinitely.

7.1 The User shall be entitled to cancel his/her Account and remove all his/her personal data. In this case the restoration of the Account shall be impossible.

8. AMENDMENTS TO THE CONFIDENTIALITY POLICY

8.1 This Policy may be amended or renewed by Service Provider unilaterally at any time without giving the Users any prior notice.

8.2 Any amendments or additions to this Policy shall be valid only after a new version of the Policy is placed on the Site. The new version of the Policy shall come into force at the moment it is placed on the Site unless otherwise provided for by the new version of the Policy.

8.3 The User shall be notified of any amendments and additions to this Policy by means of a special window, and his/her consent shall be required for any further use of the Site. Service Provider recommends the Users strongly to review the terms and conditions of this Policy. Should you have any questions or complaints concerning this Confidentiality Policy, please contact us at **support@radarius.me**.