

### POLICY FOR PERSONAL DATA

The purpose of this Personal Data Privacy Policy ("Privacy Policy") is to provide adequate protection of information about individual Users, including personal data, against unauthorized access and disclosure.

This Personal Data Privacy Policy applies to all types of information collected through the skytop mobile application (hereinafter referred to as the Application) or through other channels associated with the Application (e.g. Through emails to customer support).

By using the Application and/or the services of the Application, the User expresses their full consent to the terms of this Privacy Policy. If the User does not agree to the terms of this Privacy Policy, the User is advised to refrain from using the Application and/or any of the Services available through the Application.

Consent to the processing of the User's personal data is obtained in writing when registering for the Application.

All copyright and other intellectual property rights subsisting in the Appendix (including the Appendix itself) and its contents, including but not limited to: design, trademarks and service marks, trade names, text, numeric information, photographs, images, sound and video recordings, arrangement, arrangement, and other materials (elements thereof), belong to skytop or are lawfully made available to skytop by other parties.

The use of listed information is permitted only with the consent of skytop.

#### 1. TERMS

1.1. The following terms are used in this Privacy Policy:

1.1.1. Application or Mobile Application means software designed to run on smartphones, tablets and other mobile devices enabling access to the skytop parcel delivery service. The application can be downloaded onto the User's device free of charge from online application shops such as appstore, Google Play, etc. The rights to the mobile application belong to the Company. Where the word "Application" or "Mobile Application" is mentioned in the text of the Agreement, it shall refer to the skytop application.

1.1.2. Company means skytop managing the Application which organises and/or carries out the processing of personal data, as well as determines the purposes of personal data processing, composition of personal data to be processed, actions (operations) performed with personal data.

1.1.3. Personal data - any information relating directly or indirectly to an identified or identifiable individual (personal data subject).

1.1.4. Processing of personal data - any action (operation) or set of actions (operations) performed with or without the use of automation means with personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (distribution, provision, access), anonymization, blocking, deletion, destruction of personal data.

1.1.5. Confidentiality of personal data - mandatory requirement for the Company to prevent their deliberate dissemination without the consent of the personal data subject or other legal basis.

1.1.6. User - any adult natural person with full legal capacity who has installed the Application on his/her mobile device and has completed the registration procedure in order to receive the Services from the Company.

1.1.7. Announcement - information on the Parcel, terms and conditions of its delivery;

1.1.8. Consignor - user of the Application who has placed a request for delivery of the Parcel to the delivery point defined by himself/herself.

1.1.9. Courier - an Application User offering the service of carriage of the Consignor's Parcel;

1.1.10. Website - internet information portal located on <https://skypotop.com> (hereinafter referred to as Website), which contains information on the Application and documents that regulate the relations between the Company and Users.

## **2. GENERAL PROVISIONS**

2.1. Processing of personal data shall be carried out on the basis of the international legislation applicable to processing and protection of personal data, as well as the current legislation of the Russian Federation.

2.2. The registration and use of the Application means the consent to this Privacy Policy and the terms of processing of personal data of the User.

2.3. In case of disagreement with the terms of the Privacy Policy, the User must stop using the Application.

2.4. This Privacy Policy applies only to the skypotop mobile application. The Company has no control over and is not responsible for the websites of third parties to which the User can go through the links available in this Application.

2.5. The Company shall not be obliged to verify the accuracy of all the personal data provided by the User.

2.6. Personal data shall be collected and used by skypotop established under the legislation of the Russian Federation in order to enable the use of the Application.

## **3. SUBJECT OF THE PRIVACY POLICY**

3.1. This Privacy Policy sets out the obligations of the Company not to disclose intentionally and to safeguard the personal data which the User provides in response to various requests of the Company (e.g. Registration to the Application, making an application, subscription to notifications, etc.).

In doing so, the User understands and accepts that the Internet cannot provide absolute protection of personal data against the threats that exist therein. The User hereby gives their unconditional consent to the Company to determine the adequate level of protection of Personal Data as well as the manner and place (territory) in which they will be stored.

3.2. When registering or using the Application, the Company may process the following personal data or information about the User:

3.2.1. Surname, first name, middle name of the User;

3.2.2. E-mail address (e-mail);

3.2.3. Information on the User's payment details, including, but not limited to, information on the fact of payment made through third-party payment systems, as well as individual payment details of the User

3.2.4. Location information, including geolocation data (navigation data), IP address, time zone and information about the mobile service provider;

3.2.5. Information collected through cookies and other tracking technologies, in particular, which elements and features of the Application are visited by the User, usage patterns in general, tracking of interaction with certain features, etc. To collect this information, the Company may send cookies to the User's electronic device;

3.2.6. Any other personal data or information transferred as part of the information traffic between the User and the Company, when using the Application, the Website, as well as when entering into or executing the User Agreement.

3.3. Registration and use of the Application shall be restricted to individuals who are of legal age. The Company undertakes to delete the User's account and/or personal data immediately if it becomes known that the account and/or personal data belongs to a person who is under the age of majority.

#### **4. PURPOSES FOR WHICH PERSONAL USER INFORMATION IS COLLECTED**

The Company may use the personal data of the User for the following purposes:

4.1. Registration of the User with the Application;

4.2. To sign and execute the User Agreement.

4.3. Providing the User with access to the skytop package delivery service;

4.4. Identification of the User registered with the Appendix for placing or searching for Ads;

4.5. Providing feedback to the User, including notifications, enquiries regarding the use of the Application, provision of Services, handling of Announcements and responses to Announcements;

4.6. Confirming the accuracy and completeness of the personal data provided by the User;

4.7. Providing the User with effective customer and technical support if any problems arise in relation to the use of the Application;

4.8. By providing the User with the consent of the User, service updates, special offers, pricing information, newsletters and other information;

4.9. Carrying out advertising activities with the consent of the User;

4.10. Improve the quality of service of Users by processing requests and applications from the User;

4.11. Providing data at the request of authorized bodies in cases provided by law;

4.12. Protecting the interests of the Company or third parties, recovery of debts or damages, identification of the person who committed violation of the law;

4.13. To take decisions or perform other actions that have legal consequences with respect to the User or other persons, as well as to achieve other purposes of the processing of Personal Data.

## **5. METHODS AND TERMS OF PROCESSING OF PERSONAL DATA**

5.1. Processing of Personal Data of the User shall be carried out without limitation of time, in any lawful manner, including in information systems of personal data with or without the use of automation tools.

5.2. When processing personal data, the security procedures shall be observed to prevent unauthorised access to personal data and its unauthorised use.

5.3. The User agrees that the Company may transfer personal data to third parties, in particular to other Users, solely for the purpose of placing and processing Advertisements and responding to them using the Application.

The transfer of the personal data of the Carrier to the Consignor as well as of the Consignor to the Carrier shall be a necessary action to enable further interaction between the Users after responding to and accepting the terms of the Announcement.

5.4. Personal data may be disclosed to national and/or international regulatory authorities, law enforcement agencies, central or local executive authorities, other official or public authorities or courts for which the Company has a duty to provide information in accordance with the laws of the country where the User or other countries, for the prevention, detection or suppression of criminal activities and fraud, or if there is another legal obligation to provide it.

Personal data shall be transmitted to the Company or its representative in the European Union on the request of the competent authorities.

In addition, the Company may transmit personal data to the competent authorities in order to protect its rights and those of the Users.

5.5. In the event of loss or disclosure of Personal Data, the Company shall not be liable if such confidential information

5.5.1. Was in the public domain prior to its loss or disclosure.

5.5.2. Has been disclosed with the consent of the User.

5.6. The Company shall be liable for the deliberate disclosure of the User's Personal Data, except as set forth in clauses 5.3 and 5.4. 5.3, 5.4 and 5.5 of this Privacy Policy.

## **6. OBLIGATIONS OF THE PARTIES**

6.1. The User is obliged to:

6.1.1. Provide correct and truthful personal data information necessary to use the Application.

6.1.2. To update or supplement the provided information on personal data in the event of changes in such information.

6.1.3. Take measures to protect access to its confidential data stored in the Application.

6.2. The Company is obliged to:

6.2.1. Implement appropriate security procedures to prevent unauthorised access to, or unauthorised use of, the personal data being processed.

6.2.2. Use the obtained information solely for the purposes specified in section 4 of this Privacy Policy. Not to intentionally disclose User's personal data, except for clauses. 5.3., 5.4, and 5.5 of this Privacy Policy.

6.2.3. Block the personal data relating to the relevant User, or its legal representative, or an authorised body for the protection of the rights of subjects of personal data for the period of inspection, in case of unreliable personal data or unlawful actions.

## **7. USER RIGHTS**

7.1. The user has the right to control the process of the Company's use of his/her personal data. This right can be exercised in the following ways:

7.1.1. Request an overview of the personal data in the Company's possession;

7.1.2. Report any changes in the User's personal data or request a correction of any information in the personal data held by the Company. In this case, the User may also make such changes themselves through personal account;

7.1.3. Request the Company to delete personal data or part of it, block or limit its processing, as well as to send a refusal regarding specific ways of using personal data; 7.1.4. Withdraw the consent to the processing of personal data.

## **8. DISPUTE RESOLUTION**

8.1. This Privacy Policy shall be governed by and interpreted in accordance with international law, as well as the applicable laws of the Russian Federation.

8.2. The User and the Company shall take all measures to resolve disputes and disagreements arising during the use of the Application or in connection with it, by negotiations.

8.3. If the dispute cannot be resolved through negotiations, disputes arising from the relationship between the Parties shall be considered by a court of the Russian Federation in accordance with the laws of the Russian Federation.

8.4. The claim (written offer to voluntarily resolve the dispute) shall be binding prior to recourse to court for any dispute arising out of the relationship between the User and the Company.

8.5. The recipient of the claim shall notify the claimant of the outcome of the claim in writing within 30 calendar days of receipt of the claim.

8.6. Both the claim and the answer to it can be sent by a message in the application or to User's email indicated in the registration form and Company's email address [info@skryptop.com](mailto:info@skryptop.com).

## **9. ADDITIONAL PROVISIONS**

9.1. The Company has the right to make changes in the present Privacy Policy without the User's consent.

- 9.2. The new Privacy Policy will come into effect as soon as it is posted on the Website and/or the Appendices, unless the new Privacy Policy version provides otherwise.
- 9.3. User is obligated to independently track changes in the Privacy Policy on the Website and/or App.
- 9.4. This Privacy Policy is an integral part of the User Agreement. In the case of conflict between the terms of the Privacy Policy and the User Agreement, the terms of the Privacy Policy in terms of issues regarding the collection and processing of personal data will apply.
- 9.5. This Privacy Policy is written in Russian and may be translated into other languages at the Company's discretion. In the event of any discrepancies, the Russian language version shall prevail.

## **10. REQUIREMENTS**

Full name: SKICHIFT Limited Liability Company

Short name: SKICHIFT LLC

Registered address: 3300041, Tula region, Turgenevskaya street, 69, office 326, floor 3.

Actual address: 300041, Tula region, Turgenevskaya street, 69, office 326, floor 3

Postal address: 300041, Tula region, Tula city, Turgenevskaya street, 69, office 326, floor 3

TIN 7107133239

CPP 710701001 REGISTRY NUMBER 1197154011933 Current account

40702810508500011702 Correspondent account 30101810845250000999

BIK 044525999

PJSC BANK "FC OPENING" POINT

Chief Executive Officer Kryukov Rinat Igorevich