

# PERSONAL DATA PRIVACY POLICY

## electronic platform "SPACECARGO"

[www.spacecargo.biz](http://www.spacecargo.biz)

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### 1. Basic terms

- 1.1. Automated processing of personal data - processing of personal data using computer technology.
- 1.2. Blocking of personal data is a temporary suspension of the processing of personal data (unless the processing is necessary to clarify personal data).
- 1.3. Consignor - a legal entity, an individual entrepreneur or an individual, under the contract for the carriage of goods (Contract-application) acts on its own behalf or on behalf of the owner of the goods and is indicated in the waybill; undertakes to pay the cost of using all or part of the capacity of one or more vehicles provided for one or more flights for the carriage of goods.
- 1.4. Confidentiality of personal data is a mandatory requirement for the Operator to prevent their deliberate dissemination without the consent of the subject of personal data or other legal grounds.
- 1.5. Personal Account - a personal section of the Electronic Platform, accessible only to registered persons, access to which is carried out by entering a username and password.
- 1.6. Processing of personal data - any action (operation) or a set of actions (operations) performed using automation tools or without using such tools with personal data, including collection, recording, systematization, accumulation, storage, clarification (update, change), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.
- 1.7. Operator of the electronic site (Operator) - LLC "MSK LOGISTIC" (INN 7713476740).
- 1.8. The open part of an electronic site is a publicly accessible section of the site that does not require prior registration to work with it, located at the Internet address: [www.spacecargo.biz](http://www.spacecargo.biz)
- 1.9. Carrier - a legal entity or individual entrepreneur who, under the contract for the carriage of goods (Contract-Application), has assumed the obligation to provide the Shipper with all or part of the capacity

of one or more vehicles for one or several flights for the carriage of goods, to transport the cargo entrusted by the shipper to the destination and issue baggage, Cargo to a person authorized to receive them.

1.10. Personal data - any information relating directly or indirectly to a specific or identifiable individual (subject of personal data). Within the framework of this Privacy Policy, personal information means:

- personal information that the Participant provides about himself independently when registering (creating an account) or in the process of using the services of the Electronic Site, including the Participant's personal data. Information required to provide the right to use the capabilities of the Electronic Site is marked with a special way. Other information is provided by the Participant of the electronic platform at his discretion;
- data that is automatically transmitted to the services of the Electronic Site in the course of its use using the software installed on the Participant's device, including the IP address, cookie data, information about the Participant's browser (or other program through which the services are accessed), technical characteristics of the equipment and software used by the Participant, the date and time of access to the services, the addresses of the requested pages and other similar information;
- other information about the Participant of the electronic platform, the processing of which is provided for by the User Agreement on the use of the capabilities of the electronic platform "SPACECARGO" (agreement on accession).

1.11. Software product (PP) - electronic platform "SPACECARGO" (Electronic platform) on the Internet at the address: [www.spacecargo.biz](http://www.spacecargo.biz) With the help of PP, information exchange, virtual contact and a guarantee of the execution of the transaction of all participants in the transportation process: Shippers and Carriers are carried out.

1.12. Destruction of personal data - actions as a result of which it becomes impossible to restore the content of personal data in the personal data information system and (or) as a result of which material and electronic carriers of personal data are destroyed.

1.13. Electronic platform participant - a person registered on the electronic platform as a Consignor or Carrier.

1.4. Confidentiality of personal data is a mandatory requirement for the Operator to prevent their deliberate dissemination without the consent of the subject of personal data or other legal grounds.

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- personal information that the Participant provides about himself independently when registering (creating an account) or in the process of using the services of the Electronic Site, including the Participant's personal data. Information required to provide the right to use the capabilities of the Electronic Site is marked with a special way. Other information is provided by the Participant of the electronic platform at his discretion;
- data that is automatically transmitted to the services of the Electronic Site in the course of its use using the software installed on the Participant's device, including the IP address, cookie data, information about the Participant's browser (or other program through which the services are accessed), technical characteristics of the equipment and software used by the Participant, the date and time of access to the services, the addresses of the requested pages and other similar information;
- other information about the Participant of the electronic platform, the processing of which is provided for by the User Agreement on the use of the capabilities of the electronic platform "SPACECARGO" (agreement on accession).

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1.13. Electronic platform participant - a person registered on the electronic platform as a Consignor or Carrier.

1.14. Account - a unique login and password created independently during the registration process on the electronic platform or changed later through the Personal Account, used to access the Personal Account when authorizing on the electronic platform.

1.15. Electronic platform "SPACECARGO" (Electronic platform) is a software product located on the Internet at the address: [www.spacecargo.biz](http://www.spacecargo.biz) with the help of which information exchange, virtual contact and a guarantee of the execution of the transaction of all participants in the transportation process: Shippers and Carriers are carried out.

1.16. ES - electronic signature. Simple electronic signature (hereinafter referred to as simple electronic signature) is the requisite of an electronic document confirming the fact of signing an electronic document by the Participant, which allows identifying a person using a simple electronic signature.

Registration on the Electronic Platform, confirmed by a login and password, is a simple electronic signature, and an electronic document signed using such a login and password is equivalent to a document signed by the participant's handwritten signature.

Enhanced electronic signature (hereinafter - enhanced electronic signature) - enhanced electronic signature within the meaning of the Federal Law of 06.04.2011 N 63-FZ "On electronic signature".

The Privacy Policy may use terms that are not defined in this paragraph. In these cases, the interpretation of the terms is made in accordance with the text and meaning of this Policy. In the absence of an unambiguous interpretation of the term in the text, one should be guided by the

interpretation of the terms: first of all - as defined by this Policy, and secondly - in accordance with the legislation of the Russian Federation.

## **2. Subject of the policy**

2.1. This Policy regarding the processing of personal data (hereinafter referred to as the Privacy Policy) has been drawn up in accordance with paragraph 2 of Article 18.1 of the Federal Law "On Personal Data" No. 152-FZ dated 27.07. 2006, as well as other regulatory legal acts of the Russian Federation in the field of protection and processing of personal data and applies to all personal data (hereinafter referred to as data, information) that the operator can receive from a personal data subject who is a party to a civil law contract, from a participant of an electronic platform or other persons on the Internet during their use of the software product.

2.2. This Privacy Policy for personal data (hereinafter referred to as the Privacy Policy) applies to all information posted on the website on the Internet at the address: [www.spacecargo.biz](http://www.spacecargo.biz) (hereinafter referred to as the Electronic platform), which the participants of the electronic platform can provide and / or receive about other participants, its information, services, programs and products.

2.3. The operator protects the processed personal data from unauthorized access and disclosure, misuse or loss in accordance with the requirements of the Federal Law of July 27, 2006, No. 152-FZ "On Personal Data".

2.4. A person who has passed the registration procedure on the electronic platform becomes its participant. The operator of the electronic platform grants the participant the right to use the capabilities of the electronic platform on the website [www.spacecargo.biz](http://www.spacecargo.biz) after registration on this website. Registration on the electronic site is free, voluntary and is made at the Internet address: [www.spacecargo.biz](http://www.spacecargo.biz)

Other persons are provided with access to the open part of the electronic platform.

2.5. The start of using the program (using the services, services, resources and capabilities of the electronic site) means the unconditional consent of the participant of the electronic site with this Privacy Policy and the conditions for processing his personal data specified therein. In case of disagreement with these conditions, the participant of the electronic site must refrain from using the services of the electronic site.

2.6. This Privacy Policy applies only to the website [www.spacecargo.biz](http://www.spacecargo.biz) . The operator does not control and is not responsible for the site of third parties to which the participant can click on the links available on the electronic site.

The electronic platform does not check the content of the files uploaded by the participants, including for the compliance of the information contained in such files with the information specified by the participant when filling out the electronic forms of documents presented on the electronic platform, or data obtained as a result of calculations performed by means electronic platform in accordance with the algorithm of the software product.

## **3. Purposes of collection, processing and storage of personal information**

3.1. On the electronic site, only that personal information is collected and stored that is necessary for the provision of services or the execution of the provisions of agreements and contracts with the participant of the electronic site, except for cases when the legislation provides for the mandatory storage of personal information for a period specified by law.

3.2. The personal data of the participant of the electronic platform is used for the following purposes:

- identification of the participant of the electronic platform for the provision of services for using the capabilities of the electronic platform and its services (hereinafter - services);
- providing the participant with access to personalized resources of the electronic platform;
- establishing feedback with the participant, including sending notifications, requests regarding the use of the software product, rendering services, processing requests and applications from the participant;
- determination of the location of the participant, persons authorized by him or the property of the participant to ensure security, prevent fraud;
- confirmation of the accuracy and completeness of the personal data provided by the participant;
- creating an account to use the capabilities of the electronic platform, if the participant has created an account;
- notification of the participant about the services provided;
- providing the private trader with effective information and technical support in case of problems related to the use of the software product;
- carrying out advertising activities with the consent of the participant;
- providing the participant with access to third-party sites or services of partners of this site in order to receive their offers, updates or services.

#### **4. Conditions for the collection, processing and storage of personal data**

4.1. All personal data is obtained from the subject of personal data himself, or from a person who has received consent to provide such information.

4.2. With regard to the personal information of the participant, its confidentiality is preserved, except for cases of voluntary provision by the participant of information about himself for general access to an unlimited number of persons. When using certain services of the electronic platform, the participant agrees that a certain part of his personal information becomes publicly available.

4.3. The operator of the electronic platform has the right to transfer the personal information of the participant of the electronic platform to third parties in the following cases:

- the participant has agreed to such actions;
- the transfer is necessary for the participant to use a certain service or to fulfill a certain condition of the agreement or contract with the participant;
- the transfer is necessary in order to fulfill obligations to the participant in accordance with the terms of the User Agreement on the use of the capabilities of the electronic platform, incl. courier services, postal organizations, telecommunication operators;
- the transfer is provided for by the legislation of the Russian Federation within the framework of the established procedure.

4.4. The processing of the participant's personal data is carried out without any time limit in any legal way, including in personal data information systems using automation tools or without using such tools. The processing of the participant's personal data is carried out in accordance with the Federal Law of 27.07.2006 N 152-FZ "On Personal Data".

4.5. In case of loss or disclosure of personal data, the operator informs the participant about the loss or disclosure of personal data.

4.6. The operator takes the necessary organizational and technical measures to protect the participant's personal information from unauthorized or accidental access, destruction, alteration, blocking, copying, distribution, as well as from other illegal actions of third parties.

4.7. The operator, together with the participant, takes all necessary measures to prevent losses or other negative consequences caused by the loss or disclosure of the participant's personal data.

The participant guarantees that he has taken all the necessary measures to ensure the observance of the rights of persons whose personal data are contained in the documents and information provided (communicated) on the electronic site during registration, when changes are made to these documents and information: notified the specified persons about the processing of their personal data, the purposes and grounds of data processing, as well as the intended users of the data and obtained their consent to such processing; provided these persons with information about the person processing their personal data.

4.8. The documents and information submitted by the participants, as well as electronic sites generated using the services in the form of electronic documents, are stored in the site's database for 5 (five) years.

4.9. At the written request of the participant, documents and information can be provided by the operator in the form of certified copies or extracts from the history of transactions recorded on the electronic platform within the framework of the procurement in which the participant took part.

4.10. The storage of documents and information is carried out in electronic form on information carriers that ensure the safety of data during the specified period.

4.11. Copying of information from the operational storage of the system to archival media is carried out in accordance with internal documents approved by the operator.

4.12. Destruction of documents (carriers) containing personal data is carried out by burning, crushing (grinding), chemical decomposition, transformation into a shapeless mass or powder. For the destruction of paper documents, the use of a shredder is allowed. Personal data on electronic media is destroyed by erasing or formatting the media.

## **5. Obligations of the parties**

5.1. The participant is obliged:

- provide reliable information about personal data necessary to use the capabilities of the electronic platform;
- update, supplement the provided information about personal data in case of changes in this information;
- take measures to protect access to your confidential data stored on the electronic site.

5.2. The operator is obliged:

- use the information received solely for the purposes specified in this Privacy Policy;
- ensure that confidential information is kept secret, not disclosed without the prior written permission of the participant, and also not to sell, exchange, publish or disclose in other possible ways the transferred personal data of the participant, with the exception of those provided for in this Privacy Policy;
- take precautions to protect the confidentiality of the participant's personal data in accordance with the procedure usually used to protect this kind of information in existing business transactions;

- to block personal data related to the relevant participant from the moment of application or request of the participant or his legal representative or the authorized body for the protection of the rights of subjects of personal data for the period of verification in case of revealing inaccurate personal data or illegal actions.

## **6. Responsibilities of the parties**

6.1. The operator who has not fulfilled his obligations is liable for losses incurred by the participant in connection with the unlawful use of personal data, in accordance with the legislation of the Russian Federation.

6.2. In case of loss or disclosure of confidential information, the operator is not responsible if this confidential information:

- has become public domain before its loss or disclosure;
- received from a third party until it is received by the operator;
- obtained by third parties through unauthorized access to the files of the electronic platform;
- was disclosed with the consent of the participant.

6.3. The operator is not responsible for the actions of the parties to the transaction (contract-application), which led to improper performance of obligations under such a transaction.

6.4. The participant of the electronic site is responsible for the legality, reliability and completeness of his personal data, as well as the personal data of other persons that are provided to them.

6.5. The participant undertakes to compensate the operator for losses in the form of real damage if it is proved and established by the court that the participant did not have the right to transfer personal data.

6.6. The parties are exempt from liability for full or partial failure to fulfill obligations under this Privacy Policy in the event that failure to fulfill obligations was the result of force majeure, namely: fire, flood, earthquake, strike, war, actions of public authorities, publication of regulatory documents, affecting the relationship of the parties or the actions of other circumstances beyond the control of the parties.

## **7. Dispute Resolution**

7.1. In the event of a dispute, the parties will take all measures to resolve them through negotiations.

7.2. If an agreement is not reached as a result of negotiations, these disagreements and controversial issues are resolved in accordance with the current legislation in a claim (pre-trial) procedure.

7.3. Notification of one party about the satisfaction of the claim or a reasoned refusal to the claim is sent within 10 working days from the date of receipt of the claim.

7.4. If no agreement is reached in the complaint procedure, the disputed issues are referred to the Arbitration Court of the Chelyabinsk Region.

## **8. Final provisions**

8.1. This Privacy Policy is governed by and construed in accordance with the laws of the Russian Federation. Questions not regulated by the Privacy Policy are subject to resolution in accordance with the legislation of the Russian Federation.

8.2. The operator has the right to make changes to this Privacy Policy. The new edition of the Privacy Policy comes into force from the moment it is posted on the electronic platform, unless otherwise provided by the new edition of the Privacy Policy.

8.3. All suggestions or questions about this Privacy Policy should be reported using the details of the operator.

8.4. Any notices under this Privacy Policy may be sent by one party to the other:

- using electronic means of communication: a) in your personal account; b) to the email address.

Documents sent by fax or using other means of electronic communication, duly executed and signed within the framework of the implementation of this agreement, are recognized as having legal force;

- by mail with acknowledgment of receipt or by courier service with confirmation of delivery.

8.5. If, for one reason or another, one or more of the provisions of this Privacy Policy are found invalid or unenforceable, this does not entail the invalidity or inapplicability of the remaining provisions.

8.6. In the event of the sale of the rights to an electronic platform, the acquirer transfers all obligations to comply with the terms of this Privacy Policy in relation to the personal information received by him.

8.7. This Privacy Policy is an integral part of the User Agreement on the use of the capabilities of the electronic site "SPACECARGO" (Agreement of Accession) posted on the electronic site on the Internet [www.spacecargo.biz](http://www.spacecargo.biz)

## **9. Operator requisites**

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