

# **Confidentiality Policy**

## **Dear visitors and users of the Platform!**

The management of the Platform SaveArmyMan.com is performed by the PUBLIC UNION "NATIONAL HERO", company identification code 3967345, a legal person that is registered and operates according to legislation of Ukraine (hereinafter referred to as the Administration or the Organization).

The Administration of the Platform treats with due respect the confidential (personal) information of any and all individuals that have visited the Platform as well as those who make use of the services and functions provided by the Platform. Therefore, the Administration of the Platform aims at protecting the confidentiality of personal data, thus creating and ensuring the most comfortable conditions of use of the services and functions of the Platform for each and every Participant.

In order to ensure the above-mentioned, the Administration of the Platform offers the Participant the corresponding Confidentiality Policy during the use of services and functions of the Platform and/or any services provided by the Administration of the Platform, as well as during any visits to the Platform at the following URL-address: <http://SaveArmyMan.com>.

The Participant has no right to make use of the services and functions of the Platform and/or services that are provided with the help of the Platform in case he has not agreed with the terms and conditions of the present Confidentiality Policy. The use of the services and functions of the Platform located at <http://SaveArmyMan.com> implies that:

- 1) the Participant agrees with the current Confidentiality Policy  
and
- 2) gives his permission to have his private and personal data collected and processed, both with the use of automated means and without the use of those.

## **Glossary**

**Personal Data** – the information about a specific Participant that allows to identify this individual as a personality.

**Public Data** – information/content (including Personal Data) that a physical person (the owner of this data) has granted an access to to an unlimited number of people (including by posting those on the Platform and/or on any Internet-site without limiting the access to this data), or the specific information that, according to the present Confidentiality Policy, to the Participant Agreement, to Rules of the Platform and/or according to the current legislation of Ukraine, is not subject to protection of confidentiality.

**Cookies** – a fragment of data created by the Platform and saved at the computer of the Participant in the form of one or several files. Cookies do not contain any Personal Data and can be blocked by the Participant at any time.

## **1. Subject Matter of the Confidentiality Policy**

1.1. The present Confidentiality Policy defines the algorithm of collection, storage, processing, use and disclosure of the Personal, Public and other types of data that are provided to the Organization by the Participant during the period of his use of the services and functions of the Platform and/or the services that are provided with the help of the Platform.

1.2. By using any part of the Platform and/or its services, the Participant grants the Organization the permission to collect, store, process, use and disclose Personal, Public and other data of the Participant according to terms and conditions of the present Confidentiality Policy.

1.3. The present Confidentiality Policy does not regulate, and the Organization does not carry any responsibility for the algorithm of collection, storage, processing and disclosure of personal data of the participant by the third-party enterprises, institutions and organizations that are now owned or administered by the Organization, and physical persons that are not the Organization's employees, even if the Participant has received access to the websites, software, products or services of these persons with the help of the Platform.

1.4. The Confidentiality Policy does not apply to the data and content that the Participant provides to the third parties (advertising companies, web-developers, providers, third-party Internet-resources, etc.) which might be represented on the Platform or which support the products and services of the Platform. In this case, the corresponding terms and conditions of these third parties apply. The Administration of the Platform strongly recommends the Participant to always get acquainted with the Confidentiality Policy and/or the algorithm of collection and use of the personal data of physical persons by the aforementioned third parties - in order to avoid misunderstandings and prevent violation of rights of the subjects of personal data, as the Administration of the Platform is not held responsible for collection/processing/use of the private and personal data by the aforementioned third parties.

## **2. The Objective of Collection, Processing and Use of Information**

The objective of collection, storage, processing and use of Personal, Public and other types of data of the Participant is to protect the interests of the Participant and the Platform as well as to provide the Participant with the services that include displaying of the targeted, personalized or general information, and improve the existing and create new services that are provided by the Platform.

## **3. Collection and Use of Information**

3.1. In the process of use of the services and functions of the Platform or services provided with the help of the Platform by the Participant, the Organization might collect and process the following information or data about the Participant:

3.1.1. data that is provided by the Participant both during the completion of the registration forms and in the process of use of services and functions of the Platform or the services that are provided with the help of the Platform;

3.1.2. replies to any kind of surveys or application forms that the Platform might be using;

3.1.3. the transcript of any communication between the Participant and the Organization;

3.1.4. transcript of any comments posted by the Participant, or any announcements that were posted by the Participant via the Platform or on the Platform;

3.1.5. information about the visits to the Platform and to other resources available to the Participant;

3.1.6. information that the Organization might request from the Participant in case of occurrence of any issues on the Platform.

3.2. The Administration of the Platform collects the above-mentioned information only in cases when the Participant provides it. The Participant is under no obligation to provide the Administration with any personal information, though in this case the

Participant will not be able to make use of all the services and functions that the Platform and/or the Organization offers.

3.3. The information might be collected even without an active participation from the Participant, via the use of a range of technologies and methods, including IP-addresses and cookies. These methods neither collect nor store personal information.

3.4. IP-address - is a number given to the computer of the Participant by the Internet Services Provider (ISP) that allows the Participant to get access to the Internet. Generally, IP-address is not considered to be a personal information, as in most cases it can be traced only to the Internet-provider of the Participant or to a large company or organization that provides the Participant with the access to the Internet (for instance, company-employer, if a Participant accesses the Platform from a corporate computer).

3.5. The Administration of the Platform might utilize the IP-address of the Participant: for diagnostics Platform's server issues; in order to get general information and to select the shortest route to the computer while connecting to the Platform; for administrative purposes and improvement of operation of the Platform; to monitor public and internal access to the content, services and functions of the Platform; to monitor and prevent frauds, spams and other violations; to post advertising articles and messages related to the activity of the Platform for the Participant.

3.6. The Administration of the Platform might use this information in order to:

3.6.1. make sure that the content of the Platform for the Participant and Participant's computer is represented in the most efficient way, and to ensure that the Platform is adjusted according to the Participant's preferences.

3.6.2. jointly perfect the activity of the Platform;

3.6.3. perform and administer any obligations that follow from any agreements concluded between the Administration of the Platform and the Participant;

3.6.4. grant the Participant the possibility utilize all the functions and benefits of the Platform and its other services;

3.6.5. get in touch with the Participant and notify the Participant about the changes on the Platform or in services provided by the Organization;

3.6.6. receive payments from the Participant;

3.6.7. analyze the manner in which the Participant uses the Platform - for internal marketing and research purposes;

3.6.8. transfer it to the third parties, to the authorized state bodies, institutions, organizations, regulating organs and legal rights advocates in case there are legal grounds to do so.

3.7. In case of change in Personal Data, the Participant is obliged to provide the organization with the updated information by making the respective changes to his User Account and/or to his user profile on the Platform. In the event of non-fulfillment of the above-mentioned requirement by the Participant, the Organization holds no responsibility before the Participant and the third parties for any unfavorable consequences related to the processing of such Personal Data.

#### **4. Information Transfer**

4.1. The Organization does not disclose private and personal data provided by the Participant to the Platform and/or via the Platform, with the exception of the following cases:

4.1.1. in the course of processing of the submitted ideas (projects) the Organization has the right to transfer information about the Participant (to the experts) or about experts (to the Participant);

4.1.2. in case of necessity to transfer data in order to fulfill the Participant's request;

4.1.3. if the organization is obliged to disclose or transfer personal or private data of the Participant in order to comply with any legal obligations (for instance, if it's necessary according to a decision of a court, upon request of authorized bodies or in order to prevent fraud, or any other violation, etc.);

4.1.4. if, in the view of Organization, the Participant is violating the terms and conditions of the present Confidentiality Policy and/or any other agreements and contracts concluded between the Organization and the Participant;

4.1.5. in order to ensure compliance with any terms and conditions of use of the Platform, as well as to comply with any other terms and conditions or contracts for services of the Organization that might be in force;

4.1.6. the Organization has the right to share the information with its partners that are involved in the process of providing the Participant or the Organization with services that are determined by the activity of the Platform;

4.1.7. the Organization has the right to share information with its partners that are involved in the process of maintenance of the Platform and/or those who ensure the operation of the Platform (or part of the Platform) in order to provide the Participant with the access to services and functions (part of the services and functions) of the Platform:

4.1.8. the Organization has the right to transfer information provided by the Participant to the third parties within the framework of selling part of or the Platform as a whole. However, the Organization will take every possible measure to ensure further protection of the rights of the Participant related to personal data confidentiality.

4.1.9. for the sake of protection of rights and interests, property or security of the Organization or the Participants of the Platform, as well as any other third parties. It also includes, among other things, a possible information exchange with other companies, organizations or physical persons with the aim of protection against fraud and other violations.

4.2. The Participant grants the Organization the right to give permission to other physical persons and entities with whom the Organization has concluded respective agreements to collect, store and process data about the Participant.

4.3. Some of the services of the Organization aim at creation and administering of the services that seek financial support for the ideas (projects) of the Participants and the Organization. The Organization has the right to publish on the Platform information about the contribution of the Participant, namely surname and name (or nickname) of the Participant, city of residence or city of temporary residence of the Participant and sum of his contribution. In the event of non-consent, the Participant has the right to hide his name by using the function provided by the Platform.

4.4. Apart from private and personal data that this Confidentiality Policy applies to, any information, data and materials that the Participant transfers to or publishes on the Platform or via Platform, or on other websites (public data) are not considered to be confidential. Thus, the Participant grants the Organization the permission for a constant, irrevocable, non-exclusive, free-of-change license for processing and use, at sole discretion, of such information, data and materials worldwide, including copying, disclosure, distribution, integration and other use of such materials and all the data, images, sounds, texts and other information. The Participant represents and warrants that all the information, data and materials provided to the Organization and/or published to the Platform by the Participant, belong to the Participant, and that the Participant has all the necessary rights to provide the above-mentioned permission and license.

## **5. Transfer of Information beyond European Borders**

5.1. Within the provision of features and functions and/or services offered to the Participant on the Platform, the information that the Participant provides to the Organization can be transferred and stored in countries beyond European Union (EU). For instance, this might occur if any of the servers of the Platform is temporarily located in the country beyond EU or if one of the services of the Organization is provided in the country non-member of the EU. The Organization also has the right to share the information with other respective national bodies that might be located in countries all over the world. These countries might not have corresponding data protection legislation. In the event of transfer of information about the Participant beyond EU, the Organization shall take every possible measure to protect the rights of the Participant related to protection of personal data, as it has been outlined in the present Confidentiality Policy.

5.2. If the Participant uses the Platform outside EU, the information of the Participant might be transferred beyond EU in order to provide the Participant with the respective services.

5.3. By providing his private and personal data, the Participant agrees to have the information about him transferred, stored and processed beyond EU, as mentioned above.

## **6. Cookies**

6.1. Cookies – is a fragment of the data that is stored on a local computer of the Participant and that contains information about the Internet-activity of the Participant. The information included in cookies does not contain any personal information indicated by the Participant on the Platform.

6.2. The Organization has the right to use cookies on the Platform in order to monitor the activity of the users that, in turn, will allow the Organization to improve the services and functions of the Platform and/or other provided services. The Organization also has the right to use cookies in order to keep the Participant logged in the system after authorization in one of the services of the Platform. Cookies will allow to make the experience of Participant on the Platform as convenient as possible, and will give the Organization the possibility to provide the Participant with the most user-friendly services.

6.3. Cookies might be used to store the information about the identification (registration) on the Platform.

6.4. The cookies files might be used in order to monitor the violations of Confidentiality Policy, Participant Agreement or Rules of the Platform by the Participants or devices.

6.5. The cookies files might assist the Organization in evaluating the quantity and frequency of requests, as well as to identify and block those users or devices that are trying to conduct bulk-upload of the information via the Platform.

6.6. In some cases, in order to provide services to the Participants the Platform might resort to service providers that might be its partners. The latter, in turn, might also use cookies in order to personalize the activity of the users related to the respective applications of the partner, etc.

6.7. As soon as the Participant closes his Internet-browser, the access to cookies is terminated. The Participant has the possibility to accept or reject cookies. The majority of Internet-browsers will automatically accept cookies, but the Participant can change the settings of his browser according to his preferences. You can use the advanced

settings of your Internet-browser in order to adjust cookies. After visiting the Platform the Participant can always delete cookies at his own discretion.

6.8. In order to use cookies, the Organization is under obligation to gain the Participant's consent. If the Participant continues the use of the Platform, it means that the Participant does not object to the use of cookies described above by the Organization and/or by its partners.

6.9. If the Participant decides to decline cookies, it shall not affect the Participant's access to the majority of information available on the Platform. However, the Participant will not be able to take the full advantage of the services and functions of the Platform or services that are provided with the help of the Platform.

## **7. Confidentiality and Security**

**Internet-Security:** Any data and content published on the Internet or other wireless network can never be 100% confidential and secure. If the Participant publishes his data and content on the Platform, the Organization will take all reasonable measures to guarantee their confidentiality. The Organization will do so with the use of following:

**Security Measures:** The Organization makes use of physical, electronic and procedure-oriented security measures in order to protect the personal data of the Participant.

**Passwords:** The Organization requests a password in order to log in to the personal account of the Participant.

**Yii 2.0 Framework:** The Organization uses the method `generatePasswordHash` via Yii 2.0 Framework in order to protect data transfer. However, please, keep in mind that does not guarantee that such information cannot be obtained, disclosed or destroyed due to server software breach or breach of other similar security tools.

**Security System Breach** if the Organization identifies a security system breach, the Organization might attempt to inform the Participant via electronic means - in order to allow the Participant to take necessary security measures. The Organization might also publish information about the breach in the "News" section and/or on user support page.

Despite all the security measures taken by the Organization that are taken during transfer of private and personal data of the Participant, any Internet-based data transfer can never be considered completely secure due to possible external interference. Given that, the Organization cannot guarantee the security of transfer of any private and personal data via the Internet. Thus, the Participant agrees with the fact that confidentiality of the data transferred via the Internet cannot be guaranteed and that in the event of the access of third parties to this data, the Organization is not held responsible for the damage caused by such an access.

## **8. Information Storage**

8.1. The Organization has the right to store Personal, Public and other data of the Participant in a degree and within time intervals required for the achievement of the goal that is described in the present Confidentiality Policy or within time intervals defined by the current legislation of Ukraine, by the international rights protection norms, or by the legislation of the country of residence or the country of temporary residence of the Participant, or until the moment of deletion of this data by the Participant and/or by the Platform.

**Please note:** The Platform does not store any information about credit card, debit card or bank account details of the Participant.

8.2. Processing and storage of the provided personal data is performed in data-centers, where the equipment that ensures the operation of services of the Platform is located. The provided personal data is processed and stored in Personal Details Database "Participants of the Platform <http://SaveArmyMan.com> owned by the Administration of the Platform - PUBLIC UNION "NATIONAL HERO".

## **9. The Rights of the Subject of Personal Data**

The Administration remind the Participant about his rights as a subject of personal data regulated by the Law of Ukraine "On Personal Data Protection" of June 1st, 2006 № 2297-VI. Thus, the subject of personal data has the right to:

- 1) be aware of the sources of collection, location of his personal data, the purpose of its processing, the location or place of residence (place of temporary residence) of the possessor or owner of the personal data and request his authorized agents to acquire this information, unless otherwise provided by the law;
- 2) receive information about the conditions of granting access to the personal data, in particular information about third parties that are the recipients of this personal data;
- 3) have the access to his personal data;
- 4) receive, not later than thirty running days after sending an enquiry, unless otherwise provided by the law, a reply about whether his personal data is being processed or not, and receive the content of this personal data;
- 5) raise a reasoned demand to the possessor of the personal data with the objection to process his personal data;
- 6) raise a reasoned demand regarding the modification or destruction of his personal data by any possessor or owner of his personal data if this data is being processed illegally or if it is not valid;
- 7) have his personal data protected from illegal processing and unintentional loss, destruction, damaging as a result of willful non-disclosure, failure to provide or failure to provide in time, and to be protected from being forced to provide information that is invalid or that discredits honor, dignity or business reputation of an physical person;
- 8) file a complaint regarding processing of his personal data to an Authorized representative or to a court;
- 9) make use of the means of legal defense in case of violation of the personal data protection legislation;
- 10) during giving his consent, include a clause regarding the limitation on the right to process his personal data;
- 11) withdraw consent to personal data processing;
- 12) be aware of the mechanism of personal data processing;
- 13) be protected from automated decision that might cause legal action against him.

## **10. Additional Terms and Conditions**

10.1. When the Participant receives a reward directly from SAM Author, both Participants might discover each other's personal data. The regulation of exchange and use of such data by the Participants is not included in the Organization's duties. The present Policy does not regulate this kind of relationships between SAM Volunteers and SAM Authors.

10.2. In the event of publication of private and personal data of other physical persons (counterparties, etc.) on the Platform by the Participant - he thereby confirms his right to process and store this private and personal data, as well as the right to transfer them to third parties, on the basis of a respective Agreement concluded between the

Participant and other physical persons. In addition, the Participant guarantees the consent of these physical persons to processing, use and disclosure of their private and personal data by the Organization, both with the use of automated means and without the use of those, solely for the purpose of implementation of services and functions of the Platform and/or the services provided by the Organization via or with the help of the Platform.

10.3. The Organization has the right to make changes (appendices) into the present Confidentiality Policy without any previous and special notice to the Participant. All the changes (appendices) to the Confidentiality Policy come into force upon their publication.

10.4. The present Confidentiality Policy is an open and public-access document. The current version of the Confidentiality Policy is located on the Platform at the following URL-address: <http://savearmyman.com/confidential-agreement>. The Administration strongly recommends the Participant to always check the terms and conditions of the present Confidentiality Policy for any changes and/or appendices. In the event of non-consent with a new version of the Confidentiality Policy, the Participant is obligated to cease the use of the services and functions of the Platform. If the Participant, after the entry of a new edition of the Confidentiality Policy into force, continues to visit the Platform and/or to use the services and functions of the Platform, it means that the Participant has approved the changes (supplements), agrees with them, and thus they are compulsory for the Participant to comply with.

10.5. The Organization holds no responsibility for any damage or losses inflicted upon the Participant or third parties as a result of a misconception or misunderstanding of the terms and conditions of the present Confidentiality Policy, of the instructions or tips related to the algorithm of use of the Platform, algorithm of data publication and other technical issues. Before accepting the terms and conditions of the present Confidentiality Policy, any Participant has the right to address the Organization in order to receive clarifications regarding the provisions of the Confidentiality Policy.

## **11. Contact Information**

If you have any questions related to confidentiality and personal data, please, contact the Administration of the Platform by means of sending a request to the support team via the following link: [reinforce.sam@gmail.com](mailto:reinforce.sam@gmail.com). Please note that the Organization shall reply to the Participant as swiftly as possible, though the preparation of the reply might take a few days.