

# PRIVACY POLICY

Revision of May 15, 2018.

This Privacy Policy (hereinafter referred to as the «**Privacy Policy**») applies to all information posted on the Website on the Internet at the following address: [www.footballschool.club](http://www.footballschool.club) (hereinafter referred to as the «**Site**») and in the Mobile Application «FootballSchool»; (hereinafter referred to as the «**Application**»), which can be obtained about the User during use of the Site and the Application, as well as information transmitted by Users during the Registration on the Site or in the Application.

Limited liability Company "MANTA CORP." (hereinafter – the «**Rightholder**») undertakes all necessary measures related to the protection of confidential information in accordance with international standards, the legislation of the European Union and the Russian Federation.

Any information about the User that the Rightholder receives is used solely for the purpose of rendering the services offered by the company (hereinafter referred to as the «**Services**») and improving their quality, and also to make the Services and the content of the Site and the Application more simple and convenient to use. By using the Services the User unconditionally consents to this Policy and the terms of processing of his personal information specified therein; In case of disagreement with these conditions, the User should refrain from using the Services.

## 1. GENERAL PROVISIONS

1.1. For the purposes of this Policy, the User's personal information shall be defined as:

1.1.1. Personal information voluntarily provided by the User at registration (creating a User's account) or when using the Services, including User's personal data. Information marked in a special way is obligatory for the provision of Services. Other information is provided by the User at his discretion.

1.1.2. Data that is automatically transferred to the Site's services in the course of their use with the software installed on the User's device, including IP-address, files data, Cookie files, information on the User's browser program (or other program used to access the Service), specifications of the device and programs used by the User, date and time of access to the services, addressed of requested pages and other similar information.

1.1.3. This Privacy Policy applies only to the Site and the Application. The Rightholder doesn't control and is not liable for the third party's sites that the User can access by clicking links available on the Site and in the Application. Third party websites may collect and request the other information from the User, and can also perform other actions for which the Rightholder cannot be held accountable.

1.2. Personal data is provided by Users of the Site on a voluntary basis and can be changed (updated, supplemented, deleted) at their request.

**The fact of registration of the User on the Site or in the Application means the User is expressing unconditional consent to this Policy and the terms of processing of the User's information. In case of disagreement with these terms, the User is obliged to refrain from registration on the Site and/or in the Application.**

## 2. DATA COLLECTION

2.1. The Rightholder collects information directly provided by Users, including User's accounts or profiles.

2.2. In addition to the information provided by Users, the Rightholder may collect information about the use of the services through the software on the User's device and in other ways.

2.3. The Rightholder may obtain information about Users from the available public and paid sources (in accordance with the legislation).

2.4. The Rightholder may receive limited information about Users from third-party partners, including:

- providers of financial services and fraud protection services, which handle purchases, including an assessment of the risk of fraud;
- other providers of online services;
- security service providers;
- state, law enforcement and state security agencies, including IP-addresses and information on suspected illegal or fraudulent activities and security risk assessment;
- other third parties as permitted according to the notices or options provided to Users.

### **3. PURPOSE OF PROCESSING PERSONAL INFORMATION OF USERS**

3.1. The Site and the Application collect and store only the personal data that is necessary for granting access to Services or fulfilling agreements with the User (the Agreement), except in cases when obligatory storage of personal information is required under the applicable legislation within the period specified by the law.

3.2. The User's personal information is processed by the Site for the following purposes:

3.2.1. Identification of the User under the Agreement

3.2.2. Allow the User to access personalized resources of the Site.

3.2.3. Establishment of feedback communication with the User, including notifications, inquiries relating to the use of the Site and the Application, services, processing of requests and claims from the User.

3.2.4. Determine the location of the User to ensure security and fraud prevention.

3.2.5. Confirmation of the accuracy and completeness of the personal data provided by the User.

3.2.6. Create a User account, if the User has agreed to create an account.

3.2.7. Sending service messages to the User (for example, when restoring a User's account password).

3.2.8. Providing the User with the effective client and technical support in case of problems related to the use of the Site or the Application.

3.2.9. Advertising activities with the consent of the user.

3.2.10. Conducting statistical and other researches based on impersonal data.

### **4. CONDITIONS OF PROCESSING USER PERSONAL DATA AND ITS TRANSFER TO THIRD PARTIES**

4.1. The user's personal information is kept confidential. The User's personal data is not available to other Users.

4.2. The Rightholder has the right to transfer User's personal data to third parties only in cases as specified by this Privacy Policy as well as in following cases:

4.2.1. The transfer is provided by the Russian or other applicable legislation within the procedure as established by the law.

4.2.2. In the case of the sale of the Site and the Application to the acquirer, all obligations to comply with the terms of this Policy in relation to personal information received by it are transferred.

4.3. Processing of User's personal data is performed without time limitation in any lawful manner, including in information systems of personal data using means of automation or without the use of such means.

The processing of personal data of Users who are residents of the European Union shall be carried out in accordance with the terms and conditions of General Data Protection Regulation (GDPR).

The processing of personal data of Russian Users is carried out in accordance with the Federal law of 27.07.2006 N 152-FZ "On personal data".

4.4. In case of loss or disclosure of personal data, the Rightholder informs the User about the loss or disclosure of personal data.

4.5. The Rightholder joint with the User shall undertake all necessary measures to prevent damages or other negative consequences resulting from the loss or disclosure of the personal data of the User.

## **5. CHANGING AND DELETING INFORMATION BY USERS**

5.1. The User can change (update, supplement) the provided information or part of it at any time, using the function of editing information on the Service in the User's personal section.

5.2. The User can also delete information provided for his account by requesting the Rightholder to delete the Registration details using the relevant section of the Site: [www.footballschool.club](http://www.footballschool.club) or Application FootballSchool, or by sending an email to the following email address: [abuse@footballschool.club](mailto:abuse@footballschool.club).

In this case, deleting the User's account will result in the impossibility of using the services of the Service.

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

6.1. The User is obliged:

6.1.1. To provide information on personal data required to use the Site or Application.

6.1.2. To update and supplement provided personal data in case information changes.

6.2. The Rightholder is obliged:

6.2.1. To use the information solely for the purposes specified in this Privacy Policy.

6.2.2. To provide storage of confidential information in secret, not to disclose received User's personal data without the prior written permission of the User, as well as not to sell, exchange, publish or disclose by any other means of transmitting the User's personal data, except as otherwise provided hereof.

6.2.3. To take safety precautions to protect the confidentiality of User's personal data in the manner normally used to protect this kind of information in existing business practices.

6.2.4. To block personal data related to the relevant User from the moment of application or request from the User or his lawful representative or the authorised authority for the protection of rights of personal data subjects for the period of inspection in case unreliable personal data or illegal action is discovered.

6.2.5. To undertake necessary and sufficient organizational and technical measures to protect User's information from unlawful or accidental access, destruction, modification, blocking, copying, distribution, as well as from other unlawful actions with her of third parties.

## **7. LIABILITY**

7.1. In case the Rightholder fails to perform his obligations hereof he is liable for damages incurred by the User in connection with the unlawful use of the personal data in accordance with the legislation of Hong Kong.

7.2. In case of loss or disclosure of confidential information, the Rightholder is not liable if this confidential information is:

7.2.1. Became public prior to its loss or disclosure.

7.2.2. Was obtained from a third party prior to its receipt by the Rightholder.

7.2.3. Was disclosed with the consent of the User.

## **8. COOKIES, WEB BEACONS AND SIMILAR TECHNOLOGIES**

8.1. No information collected by the Rightholder through the Cookie files cannot be used to determine (identify) Users.

8.2. The Rightholder may use Cookie files solely for the purpose of monitoring the use of the Service, to collect non-personal information about Users, preferences and other information on a user's computer for the convenience of Users, and in order to display content during subsequent visits by the User of the Service.

8.3. The information obtained by the Rightholder through Cookie files can also be used for statistical research aimed at changing the Site according to User preferences.

8.4. The User can change the settings of accepting Cookie files in browser settings or disable them completely, but in this case, some features of the Service may work incorrectly.

8.5. The Rightholder and certain third-party developers can use technologies called web beacons to convey information from the User's device to the server. Web beacons can be embedded in interactive content, videos and e-mail messages and may allow the server to read certain types of information from the User's device, to know when he looked certain content or a particular email message, determine the time and date of viewing a web beacon and IP address of the device. The Rightholder and certain third-party developers use web beacons to analyze the

use of the services and (in conjunction with Cookie files) to provide the content and advertising most appropriate to the User.

**8.6. By getting access to the services of the Rightholder and by using them the User hereby agrees that if User enters an e-mail address in Registration details in settings in the special section of the Site or in the Application the Rightholder has the right to send to the User information by means of electronic letters about the Services and conditions of use as well as other information, including advertising. The User hereby also agrees to save Cookie files, use other local storage technologies, web beacons, and other information on their devices. He agrees to provide access to such Cookie files, local storage technologies, web beacons and information to the Rightholder and third-party developers.**

## **9. DATA OF MINORS**

9.1. The Rightholder takes seriously the protection of information about children and the rights of children and seeks to protect the confidentiality of such information (i.e. personal data) against minors.

9.2. Children under the age of 18 shall not register on the Site or in the Application and use them without the permission and involvement of a parent or a guardian, nor provide any information about themselves.

## **10. DISPUTE RESOLUTION**

10.1. Prior to applying to the court for dispute resolution arising from the relationship between the User and the Rightholder, it is obligatory to file a claim (a written proposal on the voluntary settlement of the dispute).

10.2. The claimer notifies the claimant in writing about the results of the consideration of the claim within 30 (thirty) days from receiving the claim.

10.3. If the parties fail to agree, the dispute will be handed over to the court in accordance with the current RF legislation.

10.4. This Privacy policy is governed by the current legislation of Hong Kong.

## **11. ADDITIONAL CONDITIONS**

11.1. The Rightholder has the right to introduce changes to this Privacy policy without User's consent.

11.2. The Privacy policy comes into effect from the moment it is posted on the Site.

11.3. Any suggestions or questions about this Privacy policy should be submitted:

11.3.1. by sending a written request to the Rightholder: Unit F, 11/F, CNT Tower, 338 Hennessy Road, Wan Chai, Hong Kong, 1000;

11.3.2. by sending a letter to the e-mail address of the Rightholder: [abuse@footballschool.club](mailto:abuse@footballschool.club) .

11.4. The current Privacy Policy is available on the Site at: [http://www.footballschool.club/Privacy\\_Policy\\_ENG.pdf](http://www.footballschool.club/Privacy_Policy_ENG.pdf).