**Personal data Confidentiality Policy**

The present personal data Confidentiality Policy (hereinafter referred to as the Confidentiality Policy) is applied in respect to all information that the website of ROMAX Ltd. (hereinafter referred to as ROMAX’s website) located on the domain name www.zavodromax.ru (as well as its subdomains) can receive about the User while using the website www.zavodromax.ru (as well as its subdomains), its programs and its products.

1. Definition of terms

1.1 The following terms are used in the present Confidentiality Policy:

1.1.1. “Website Administration” (hereinafter referred to as the “Administration”) are employees authorized for ROMAX’s website management who organize and (or) perform processing of personal data, as well as define purposes of personal data processing, scope of personal data to be processed, actions (operations) performed with personal data.

1.1.2. “Personal data” means any information relating directly or indirectly to a particular or identifiable individual (personal data subject).

1.1.3. “Personal data processing” is any action (operation) or a set of actions (operations) performed with or without the use of automation 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.

1.1.4. “Confidentiality of personal data” is a mandatory requirement for the Operator or other person who has gained access to personal data to prevent its distribution without the consent of the subject of personal data or the availability of other legal grounds.

1.1.5. ROMAX’s website is a collection of linked web pages on the Internet at a unique address (URL): www.zavodromax.ru, as well as its subdomains.

1.1.6. “Subdomains” are pages or a collection of pages located on third-level domains belonging to ROMAX’s website, as well as other temporary pages, at the bottom of which is the contact Administration information.

1.1.5. “The User of ROMAX’s website” (hereinafter referred to as the User) is a person who has access to ROMAX’s website through the Internet and uses information, materials and products of ROMAX’s website.

1.1.7. “Cookies” is a small piece of data sent by a web server and stored on a user’s computer that the web client or web browser sends each time to the web server in an HTTP request when trying to open the page of the corresponding website.

1.1.8. “IP-адрес” is a unique network address of a node in a computer network, through which the user gains access to ROMAX’s website.

2. General provisions

2.1. Use of ROMAX’s website by the User means acceptance of the present Confidentiality Policy and the terms of processing of the User’s personal data.

2.2. In case of disagreement with the Confidentiality Policy terms the User must stop using ROMAX’s website.

2.3. The present Confidentiality Policy applies to ROMAX’s website. “ROMAX” Ltd. does not control and is not responsible for third-party websites, to which the User can follow links, available at ROMAX’s website.

2.4. The Administration does not verify validity of the personal data provided by the User.

3. Subject of Confidentiality Policy

3.1. The present Confidentiality Policy establishes the obligations of the Administration for non-disclosure and provision of a regime for protection of personal data confidentiality, which the User provides upon the request of the Administration during registration on ROMAX’s website or at subscription to online newsletter.

3.2. Personal data authorized for processing under this Confidentiality Policy is provided by the User by filling out the forms on ROMAX’s website and includes the following information:

3.2.1. surname, name, patronymic of the User;

3.2.2. the User’s contact phone number;

3.2.3. e-mail address (e-mail)

3.3. “ROMAX” Ltd. Protects data that is automatically transmitted during pages’ visit:

- IP address;

- information from cookies;

- information about the browser;

- access time;

- referrer (the address of the previous page).

3.3.1. Disabling cookies may result in the inability to access parts of ROMAX’s website that require authorization.

3.3.2. ROMAX’s service collects statistics on IP-addresses of its visitors. This information is used to prevent, identify and solve technical problems.

3.4. Any other personal information not specified above (browsing history, used browsers, operating systems and so on) is subject to secure storage and nondisclosure, except as provided in cl. 5.2 of the present Confidentiality Policy.

4. Purposes of the User’s personal information collection

4.1. The Administration can use personal data of the User with the purpose of:

4.1.1. Identification of the User registered on ROMAX’s website for his further authorization.

4.1.2. Provision of the User with access to personalized data of ROMAX’s website.

4.1.3. Establishment of feedback with the User, including sending him notifications, inquiries, concerning the use of ROMAX’s website, processing of inquiries and requests from the User.

4.1.4. Determination of the User’s location for provision of security, fraud prevention.

4.1.5. Validation and confirmation of personal data completeness, provided by the User.

4.1.6. Creation of an account for use of ROMAX’s website parts, if the User agreed to create an account.

4.1.7. Notification of the User by email.

4.1.8. Provision the User with effective technical support in case of problems appearance connected with ROMAX’s site use.

4.1.9. Provision the User with his consent with special offers, newsletters and other information on behalf of ROMAX’s website.

5. Methods and terms of personal information processing

5.1. Processing of the User’s personal data is carried out for an unlimited time, in any legal way, including in personal data information systems with the use of automation tools or without them.

5.2. The User’s personal data can be transferred to authorized public authorities of the Russian Federation only on the grounds and in accordance with procedures established by the legislature of the Russian Federation.

5.3. In case of personal data loss or disclosure, the Administration has the right not to inform the User about the loss or disclosure of personal data.

5.4. The Administration takes necessary organizational and technical measures for the User’s personal information protection from unauthorized or accidental access, destruction, altering, blocking, copying, distribution, as well as from other illegal actions of the third parties.

5.5. The Administration together with the User takes all necessary measures for losses or other adverse effects prevention, caused by loss or disclosure of the User’s personal data.

6. Rights and obligations of the parties

6.1. The User has the right to:

6.1.1. Make free decision about provision of his personal data necessary for use of ROMAX’s website, and give consent to its processing.

6.1.2. Update, supplement provided information about personal data in case of this information change.

6.1.3. The User has the right to receive from the Administration the information concerning his personal data processing, if such right is not limited in accordance with federal laws. The User has the right to require from the Administration refinement of his personal data, its blocking or destruction in case if personal data is incomplete, outdated, inaccurate, illegally obtained or not necessary for the stated processing purpose, as well as take steps provided for by law of protection measures of his rights. With that aim it will be enough to notify the Administration to the indicated E-mail address.

6.2. The Administration is obliged to:

6.2.1. Use the received information exclusively for the purposes specified in cl. 4 of the present Confidentiality policy.

6.2.2. Provide keeping confidential information secret, not to disclose it without prior written permission of the User, as well as not to sell, exchange, publish or disclose it by any possible ways of the User’s transmitted personal data, with the exception of clauses 5.2 of the present Confidentiality policy.

6.2.3. Take precautions to protect confidentiality of the User’s personal data according to the procedure normally used for protection of this kind of information in existing business practice.

6.2.4. Block personal data related to the concerned User from the moment of request or inquiry of the User or his official representative, or authorized body on protection of the rights of subjects of personal data for verification period, in case of identifying of invalid personal data or illegal actions.

Responsibility of the parties

7.1. The Administration that failed to fulfill its obligations shall be liable for losses incurred by the User in connection with unauthorized usage of personal data in accordance with the legislation of the Russian Federation, with the exception of cases provided for by cl. 5.2 and 7.2 of the present Confidentiality Policy.

7.2. In case of loss or disclosure of Confidential information, the Administration shall not be liable, if this confidential information:

7.2.1. Became common property before its loss or disclosure.

7.2.2. Had been received from a third party before it was received by the Resource Administration.

7.2.3. Was disclosed with consent of the User.

7.3. The user is fully responsible for compliance with the requirements of the legislation of the Russian Federation, including advertising laws, Acts on protection of copyright and related rights, protection of trademarks and service marks, but not limited to the listed above, including full responsibility for content and format of the materials.

7.4. The user acknowledges that responsibility for any information (including but not limited to: data files, texts, etc.), to which he may have access as part of ROMAX’s website, shall be borne by the person having provided such information.

7.5. The user agrees that the information provided to him as part of ROMAX’s website may be intellectual property item, the rights to which are protected and belong to other Users, partners or advertisers who post such information on ROMAX’s website.  
The user does not have right to make changes, lease out, transfer on loan terms, sell, distribute or create derivative works based on such Content (in full or in part), with the exception of cases where such actions were expressly authorized in writing by the owners of such Content in accordance with the terms of a separate agreement.

7.6. In regards to text content (articles, publications, which are in free public access on ROMAX’s website) their distribution is allowed provided that the link to ROMAX’s website is given.

7.7. Administration is not responsible to the User for any loss or damage incurred by the User as a result of deletion, failure or impossibility of saving any Content and other communication data, contained on ROMAX’s website or transmitted through it.

7.8. Administration is not responsible for any direct or indirect losses resulting from: use or inability to use the website or individual services; unauthorized access to communications of the User; statements or behavior of any third party on the website.

7.9. The Administration is not responsible for any information posted by the User on ROMAX’s website, including but not limited to: copyright information, without the express consent of the copyright owner.

8. Settlement of disputes

8.1. Before action demand for disputes arising from the relationship between the User and the Administration, presentation of a claim is obligatory (a written proposal or offer in electronic form for voluntary settlement of disputes).

8.2. The claimee should notify the claimer in writing or in electronic form about the results of the claim examination within 30 calendar days from the date of the claim receipt.

8.3. If the parties fail to agree, the dispute will be referred to the Arbitration Court of Voronezh.

8.4. The current legislation of the Russian Federation is applicable to the present Confidentiality Policy and the relations between the User and the Administration.

9. Additional terms

9.1. The Administration has the right to introduce changes in the present Confidentiality Policy without the User’s consent.

9.2. New Confidentiality Policy comes into effect from the moment of its posting on ROMAX’s website, unless otherwise provided for by the updated version of the Confidentiality Policy.

9.3. All suggestions or questions regarding the present Confidentiality Policy should be reported to the address: info@zrmx.ru

9.4. The current Confidentiality Policy is available on the website http://dev2.parfyonov.ru/policy/

E-mail: info@zrmx.ru

The plant’s website: www.zavodromax.ru