



WEBSITE TERMS OF USE: PRIVACY-ADVOCATES.RU AND PRIVACY-ADVOCATES.COM

Summary of the Website Terms of Use

This is an English translation of the Document; in case of any discrepancy, the Russian version prevails. This section forms part of the Document and briefly summarizes its main provisions for the User. Each provision is set out in full in the clause indicated in brackets or in the text and applies to the extent of that clause.

- The Document consists of the User Agreement (Section I), the Monitoring Terms (Section II), which form an annex to the Agreement, and the Privacy Policy (Section III) (clause 1.1).
- The Agreement is a public offer. You accept it by performing any of the actions listed in clause 3.1, for example by viewing three or more pages or sections of the Website during one user session, using the Website's search, navigation or interactive tools, or downloading files posted on it. If you do not agree with the terms of the Agreement, you should stop accessing the Website, not use it and not submit any materials through it (clause 3.2).
- The Website is not intended for persons under 18 (clause 4.1).
- The Website, including the PD Almanac pages at privacy-advocates.ru/pd and privacy-advocates.com/pd, does not use cookies, visitor counters, web analytics or embedded third-party internet services, and its interactive tools, including the quick check, the Almanac search and catalogue filters, run in the browser without transmitting or storing answers and queries (clauses 18.2, 18.3, 18.6 and 19.1). If the Operator decides to use cookies, information about them will appear in clause 21 before they are used (clause 19.2).
- Materials of the PD Almanac, previously hosted on the wiki.privacy-advocates.ru subdomain, are used under clause 6.9, including in the User's own activities, with a reference to Privacy Advocates when published or passed on to third parties. Separate Almanac files are downloaded via links from the Yandex Disk service; the Operator does not transfer information about the User to this service (clause 6.10).
- The purposes of PD processing, categories and list of PD, categories of subjects, legal grounds, methods, actions and periods of processing are set out in clause 24.2.
- To achieve the stated purposes of PD processing, the Operator may engage third parties in PD processing, including the Website hosting provider (clauses 7.3.1 and 26.1). Third parties are engaged only if they process the minimum necessary PD, solely for the purposes set out in the Document, and ensure the confidentiality and security of PD (clause 26.2).
- The Operator may process PD for up to 3 years after you stop using the Website functionality, unless otherwise provided by applicable law, your consent or an agreement between you and the Operator (clauses 7.3.2 and 24.2). PD processing ceases in the cases listed in clause 27.1.
- You have the right to receive information about the processing of your PD (clause 29.1), to demand its rectification, blocking or destruction in the cases listed in clause 29.2, to withdraw your consent in full or in part at any time and demand that PD processing cease, except in the cases listed in clause 29.4, to appeal against the Operator's actions or omissions to the authorized body for the protection of the rights of PD subjects (clause 29.9) and to protect your rights and legitimate interests, including by claiming damages and compensation for moral harm in court (clause 29.10). The right of access to PD may be restricted by federal laws (clause 29.3).
- You can contact the Operator by any means listed in clause 1.5 (clause 29.5). A request for information on PD processing must contain the details specified in clause 29.6. Information is provided within 10 working days of the request; this period may be extended by no more than 5 working days with a reasoned notice (clause 29.7).
- The Operator may amend the Document without special notice by publishing a new edition on the Website indicating its effective date. Use of the Website after a new edition is published constitutes acceptance of the changes (clause 1.2).

1. General information

- 1.1. This Website is provided to its users (including visitors) in accordance with this document, which sets out the following terms of use of the Website:
 - 1.1.1. **User Agreement** – a free-of-charge civil law agreement on the use of the Website between the Operator and the User;
 - 1.1.2. **Monitoring Terms** – an annex to the User Agreement on the specifics of data processing through the Website and the use of monitoring technologies;
 - 1.1.3. **Privacy Policy** – the Operator's policy on the processing and protection of personal data when the Website is used.
- 1.2. The Operator may, at its own discretion and without any special notice to the User, amend the Document from time to time by publishing amendments or updates on the Website indicating the date on which the new edition of the Document takes effect. Continued use of the Website after a new edition of the Document is published means that the User accepts the changes.
- 1.3. This edition of the Document was approved by the Operator on **25 October 2026 and is current and effective from 25 October 2026**. The previous edition of the Document dated 11 October 2026 is available at this [link](#).
- 1.4. The current edition of the Document in hard copy is kept at the Operator's location at the address of its executive body, and the electronic version of the Document is published on the Website. This English translation of the Document is published on the Website at privacy-advocates.com/terms.pdf for the convenience of Users; in case of any discrepancy between the texts, the Russian-language Document prevails.
- 1.5. If the User has any questions or concerns regarding the Document or the Website, the User may contact the Operator by any of the following means:
 - 1.5.1. by sending a written request by post to: Russian Federation, 143345, Moscow Region, Naro-Fominsk urban district, Selyatino, Tennisnaya St., 46B, post office 143345, PO Box 50;
 - 1.5.2. by sending a request to the email address corp@privacy-advocates.ru.
- 1.6. The following terms, abbreviations and acronyms are used in this document:

Automated processing	PD processing using automation tools – processing of PD according to a set algorithm using computer equipment, including PDIS, information and telecommunication networks, workstations and (or) machine-readable media
Workstation	Automated workstation – a hardware and software system based on a desktop or mobile (portable) personal computer, designed to automate the activities of a certain category of users or a certain type of activity.
Document	Website Terms of Use
PDIS	Personal data information system – a set of PD contained in databases and the information technologies and technical means ensuring their processing
Tangible medium	A tangible object, i.e. a paper or machine-readable medium of information (including PD), used to record and store speech, audio or visual information on it, including in converted form
Non-automated processing	PD processing without automation tools – searching for, accessing, using, rectifying, disseminating and (or) destroying PD contained on tangible media and (or) in systematized collections of PD (including card files, PDIS databases and electronic files on workstations) according to a set algorithm and with the direct participation of a person, in relation to each PD subject ¹
PD processing	Any action (operation) or set of actions (operations) performed with PD, with or without the use of automation tools
Operator	Lex Engineering Limited Liability Company (TIN: 9701182475; address: Russian Federation, 105094, Moscow, Semenovskaya Embankment, 2/1, bldg. 1, premises VII, office 1), which, alone or jointly with others, organizes and (or) carries out PD processing and determines the purposes of PD processing, the PD to be processed and the actions (operations) performed with PD
PD	Personal data – any information relating to a directly or indirectly identified or identifiable individual (PD subject)
Policy	The Operator's Policy on the organization of processing and ensuring the security of personal data
User or PD subject	an individual who accesses the Website (visits the Website) and (or) performs other actions to use its functionality, including viewing or searching for information posted on the Website, using the Website's interactive tools, sending messages to the Operator at the addresses indicated on the Website, etc.
RF	Russian Federation
Website	A website on the Internet operated in the interests of the Operator and accessible at the domain names privacy-advocates.ru and privacy-advocates.com and all their subdomains, including the PD Almanac pages at privacy-advocates.ru/pd and privacy-advocates.com/pd
IST	Information security tools
Agreement	A free-of-charge civil law agreement on the use of the Website between the Operator and the User
Content	Protected results of intellectual activity, including texts of literary works, their titles, prefaces, abstracts, articles, illustrations, covers, musical works with or without lyrics, graphic, text, photographic, derivative, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as the design, structure, selection, coordination, appearance, general style and arrangement of such Content forming part of the Website, and other intellectual property objects contained on the Website, collectively and/or individually
Monitoring Terms	An annex to the User Agreement on the specifics of data processing through the Website and the use of monitoring technologies
Services	Access to the electronic content of the Website with the right to view and download content; access to the search and navigation tools and to the interactive tools of the Website (including the quick check)
152-FZ	Federal Law No. 152-FZ of 27 July 2006 "On Personal Data"

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¹ PD processing cannot be deemed automated solely because the PD is contained in a PDIS or has been extracted from it.

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Section I. User Agreement

2. Subject of the Agreement

- 2.1. The subject of the Agreement is the provision of Services to the User for the use of the Website.
- 2.2. The Agreement applies to all currently existing (actually functioning) services of the Website, as well as any subsequent modifications thereof and any additional services of the Website that may appear in the future.
- 2.3. Access to and use of the Website is provided free of charge.
- 2.4. The Operator does not accept counter-proposals from the User regarding changes to the Agreement.
- 2.5. The use of the Website materials and services is governed by the current legislation of the RF.

3. Acceptance of the Agreement

- 3.1. The Agreement is a public offer. The User's performance of any of the following deliberate actions to use the Website constitutes the User's consent to be legally bound by the terms of the Agreement and full and unconditional acceptance of the terms of the Agreement by the User (i.e. the User is deemed to have acceded to the Agreement) in the editions in effect on the relevant date:
 - (1) viewing 3 (three) or more pages or sections of the Website containing text, images and electronic files during a user session¹;
 - (2) use of the Website's search and (or) navigation tools or interactive tools and (or) following links posted on the Website to third-party websites/resources/services;
 - (3) viewing and (or) downloading text, graphic, video and other files posted on the Website² both for one's own use and for transfer or demonstration to third parties;
 - (4) copying information (content) posted on the Website;
 - (5) each subsequent access to the Website.
- 3.2. If the User does not agree with the terms of the Agreement, the User must not access (must stop accessing) the Website and must not use the Website, and must not post or submit any materials (information, files) using the Website.

4. Intended audience of the Website

- 4.1. This website is intended for any interested persons. The Website is not intended for persons under 18, and the Operator requires that such persons do not use the Website. If the Operator discovers that the Website is being used by minors, the Operator reserves the right to block such persons' access to the Website and (or) take other permissible and lawful actions to prevent such persons from breaching this clause of the Agreement.

5. Disclaimer regarding information

- 5.1. The Operator accepts no liability for consequences directly or indirectly related to any action or omission of the User based on information, services or other material on the Website. While the Operator strives to ensure that the information on the Website is accurate, complete and up to date, the Operator makes no representations and accepts no liability for harm related to the accuracy, completeness or currency of the information on the Website.

6. Use of the Website

- 6.1. The User agrees that the Website may be used only for non-commercial purposes and free of charge, unless otherwise provided by clause 6.9. The User agrees that the Website is the property of the Operator, including all related intellectual property rights, and that the User may not use them in any way other than as set out in the Agreement. The Operator is not liable for harm caused to the User in connection with the use of the Website for commercial or other purposes not provided for by the Agreement. The Operator reserves the right to refuse or terminate access to the Website at its discretion. The Website is provided free of charge on the condition that the Operator is not obliged to provide any maintenance or support services for the Website and bears no liability for any harm the User may suffer as a result of the Website not being maintained or updated.
- 6.2. The User may use the Website only for lawful purposes in accordance with the Agreement. The User is granted a non-exclusive, non-transferable, revocable, limited licence to view, print and distribute the Content, provided that the User does not remove or obscure any copyright notice or other notices placed in the content.
- 6.3. In addition, the User agrees:
 - 6.3.1. not to use the Website in any way that may disable, overload, damage or impair the Website or interfere with any other use of the Website, including the ability of users to perform real-time actions using the Website;
 - 6.3.2. not to use robots, crawlers or other automatic devices, processes or means to access the Website for any purpose, including accumulating or collecting data, monitoring or copying any material on the Website;
 - 6.3.3. not to copy the Website or any of its elements (except for the use of Almanac materials under clause 6.9) and not to use the Website for any unintended purpose without the prior consent of the Operator;
 - 6.3.4. not to otherwise use any device, software or algorithm that may disrupt the normal operation of the Website;
 - 6.3.5. not to otherwise attempt to interfere with the normal operation of the Website.
 - 6.3.6. not to disseminate through the Website any information about individuals or legal entities protected by the legislation of the RF without the appropriate legal grounds;
 - 6.3.7. not to use the Website to disseminate advertising information, except with the prior consent of the Operator;
 - 6.3.8. not to use the Website for:
 - (1) violating the rights of minors and (or) causing them harm in any form;
 - (2) impersonating another person or a representative of an organization and (or) community without sufficient authority, including impersonating a representative of the Operator.
- 6.4. The User is prohibited from:
 - 6.4.1. using any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, acquire, copy or monitor the Content;
 - 6.4.2. disrupting the proper functioning of the Website;
 - 6.4.3. circumventing the navigation structure of the Website in any way to obtain or attempt to obtain any information, documents or materials by any means not specifically provided by the services of this Website;
 - 6.4.4. gaining unauthorized access to the functions of the Website, any other systems or networks related to this Website, or any services offered on the Website;
 - 6.4.5. breaching the security or authentication system on the Website or in any network related to the Website;
 - 6.4.6. performing reverse lookups, tracking or attempting to track any information about any other User;

¹ A user session is the period between the first and the last action performed by the User on the Website.

² Except for downloading the file containing these Website Terms of Use.

- 6.4.7. using the Website and its Content for any purposes prohibited by the legislation of the RF, or inciting any illegal activity or other activity that violates the rights of the Operator or other persons.
- 6.5. The Operator may block access to the content of the Website if the User breaches the terms of the Agreement or of other documents provided for by the Agreement.
- 6.6. The Website Operator may impose restrictions on the use of the Website for all Users or for individual Users.
- 6.7. The Operator reserves all rights not expressly granted to the User.
- 6.8. The PD Almanac by Privacy Advocates (the "Almanac") is posted on the Website at privacy-advocates.ru/pd: section pages, catalogues, the Digest and the PDF version of the Almanac; its English version is posted at privacy-advocates.com/pd, and in case of any discrepancy the Russian version prevails. The Almanac was previously hosted on the wiki.privacy-advocates.ru subdomain; addresses on that subdomain redirect to the corresponding pages of the Website.
- 6.9. Almanac materials are used on the following terms:
 - 6.9.1. access to the materials is granted to all interested persons free of charge, but only to the extent that this does not harm the interests of the Operator and other persons;
 - 6.9.2. exclusive rights to the results of intellectual activity contained in the materials remain with the authors of the materials, unless otherwise provided by law or contract;
 - 6.9.3. the User may use the materials, including templates, checklists and calculators, free of charge in their own activities, including commercial ones, and reproduce and adapt them for this purpose. When publishing the materials or passing them on to third parties, the User refers to Privacy Advocates as the source (for example, PD Almanac by Privacy Advocates, privacy-advocates.com/pd). Selling the materials or their adapted versions as a stand-alone product and any other distribution of the materials for a fee are not permitted;
 - 6.9.4. the materials should be used in their current edition and in good faith, without the intention of violating the rights, freedoms and interests of PD subjects or other persons;
 - 6.9.5. the materials are provided solely for the benefit of interested persons, reflect the regulation as at the date of their edition and do not constitute legal advice, and the authors of the materials and the Operator, to the extent permitted by the legislation of the RF, are not liable for any negative consequences arising from the use of the materials.
- 6.10. Templates, checklists, calculators, diagrams and articles of the Almanac are stored on the Yandex Disk service and are downloaded via links and QR codes on the Website pages and in the PDF version of the Almanac. By following such a link or QR code, the User leaves the Website, and the processing of information about the User by this service is governed by the terms of use and the privacy policy of its owner (clause 12.1). The Operator does not embed this service in the Website pages and does not transfer information about the User to it; when following a link, the service receives only the information transmitted by the User's browser.

7. Confidentiality and PD processing

- 7.1. The processing and protection of information about the User that may be obtained as a result of accessing the Website (visiting the Website) and (or) other actions to use the Website functionality are governed by the Agreement and the Monitoring Terms (see Section II of the Document) and are further described in the Privacy Policy (see Section III of the Document).
- 7.2. By performing any actions aimed at using the Website, the User thereby grants the Operator the right to process the User's PD for the conclusion, performance, amendment and termination of the Agreement by the User and the Operator, and for the exercise, performance and observance by the User and the Operator of the rights, obligations and prohibitions provided for by applicable rules, including but not limited to PD legislation.
- 7.3. To achieve the stated purposes of PD processing, the Operator:
 - 7.3.1. may engage third parties in PD processing by instructing third parties to process PD and (or) by receiving PD from third parties and transferring PD to third parties without instructing them to process PD. Third parties may be engaged in PD processing only if they process the minimum necessary PD solely to achieve the stated purposes of PD processing and ensure the confidentiality and security of PD during processing (if third parties fail to comply with these conditions, they will be liable under their contractual obligations to the Operator and (or) in accordance with applicable law). Such third parties may include, in particular:
 - (1) persons entitled, in cases provided for by applicable law, to receive PD to the extent necessary to exercise and perform the functions, powers and duties assigned to them;
 - (2) persons to whom the Operator may assign rights and (or) obligations in respect of the purposes of PD processing provided for by the Document;
 - (3) the Website hosting provider ([Timeweb JSC](#)).
 - 7.3.2. may process PD from the date of its collection (receipt) for the periods specified in clause 24.2 of the Document, unless otherwise provided by a separate agreement between the Operator and the User and (or) applicable law;
 - 7.3.3. undertakes to cease PD processing and (or) ensure that it ceases by destroying the personal data within no more than 10 (ten) working days from the date unlawful PD processing is identified, and within no more than 30 (thirty) days:
 - (1) from the date the purpose of PD processing is achieved or the need to achieve it ceases;
 - (2) from the date the liquidation or reorganization of the Operator is completed.
 - 7.3.4. undertakes to process only PD that meets the purposes of its processing and to ensure the confidentiality and security of PD during processing in accordance with applicable law.
- 7.4. To achieve the stated purposes of PD processing, the User undertakes to cooperate with the Operator in good faith and provide the Operator with the necessary reasonable assistance in considering and settling requests (complaints, demands, orders, claims, lawsuits) concerning the User's PD processed under the Agreement.

8. Means of communication

- 8.1. Information transmitted through the Website constitutes electronic communication. When the User communicates with the Operator through the Website or other forms of electronic communication, such as email, such communication takes place in electronic form. The User agrees that the Operator may communicate with the User for information or service purposes in electronic form, as well as by means of technical communication facilities and instant messaging systems in accordance with applicable law, and that such communication, as well as notices, disclosures, agreements or other messages, is equivalent to written communication and has the same effect as if it were made in writing and signed by the sending party.

9. Disclaimer of warranties regarding use of the Website

- 9.1. The Website is provided "as is" and "as available". Unless expressly stated otherwise in the Agreement, to the maximum extent permitted by applicable law, the Operator expressly disclaims all warranties of any kind, whether express, statutory or implied, including but not limited to warranties of merchantability, fitness for a particular purpose or non-infringement.
- 9.2. The Operator gives no warranty that the Website will meet the User's requirements or that access to the Website will be uninterrupted, timely, secure or error-free, or that defects, if any, will be corrected. The Operator gives no warranty as to the results that may be obtained from the use of the Website or as to the accuracy, quality or reliability of any information obtained through the Website.
- 9.3. The User understands and agrees that any material and (or) data downloaded or otherwise obtained through the Website is used at the User's own risk and that the User is solely responsible for any damage caused to the User or loss of data resulting from downloading such material and (or) data.

- 9.4. No advice or information, whether oral or written, obtained by the User from the Operator or through the Website constitutes a warranty unless such warranty is expressly provided for in the Agreement.

10. Changes to and suspension of the Website

- 10.1. The Operator undertakes to make reasonable efforts to provide the Website, but the Operator may from time to time need to interrupt, restrict, change or discontinue, temporarily or permanently, the Website or parts of it without sending any notice to the User. The Operator is not liable for any harm the User may suffer as a result of such actions.

11. Termination of use of the Website

- 11.1. The Operator may at any time terminate the User's use of or access to the Website without prior notice if the Operator has good reason to do so, including the User's breach of the Agreement. The Operator is not liable for any harm the User may suffer as a result of the termination of use of the Website in such cases. In this case, the User must immediately stop using the Website.

12. Links to third-party websites

- 12.1. This Website may contain links to or mentions of third-party websites/resources/services (including but not limited to any mobile applications). Such links are provided for the User's convenience only. No information, material or content of any third party that is contained in, mentioned on or included in the Website, linked to from the Website or from which the Website can be reached constitutes an endorsement by the Operator, express or implied, of any products, services or information of third parties. Any information, data, opinions, recommendations, products or services provided by such third parties through links to third-party websites/resources/services or otherwise through their websites/resources/services belong exclusively to such third parties and not to the Operator. The User's use of such third-party websites/resources/services is governed by their terms of use and privacy policies.

13. Indemnity

- 13.1. The User agrees to indemnify and hold harmless the Operator and its counterparties from and against all possible claims, liability, damages and expenses, including but not limited to all legal costs and expenses, arising from or related to:
- 13.1.1. the User's breach of the Agreement;
 - 13.1.2. the User's use of the Website, including but not limited to the transfer or posting of information or materials from the Website;
 - 13.1.3. any claim or allegation that User content infringes intellectual property rights, other property rights or privacy rights of any third party.

14. Severability

- 14.1. If any part or provision of the Agreement is held to be unlawful, void, invalid or unenforceable, such provision shall be deemed severed from the Agreement and shall not affect the validity and enforceability of the remaining provisions.

15. Survival

- 15.1. All clauses remain in force after termination of the User's right to use the Website.

16. Governing law and jurisdiction

- 16.1. The Agreement and the resolution of all disputes relating to the Agreement and the Website, as well as non-contractual obligations arising out of or in connection with the Agreement, are governed by and construed in accordance with the legislation of the RF without regard to its conflict of laws rules. All lawsuits or proceedings between the Operator and the User relating to the Agreement shall be heard exclusively by a court of competent jurisdiction located in the RF, and the User submits to the personal and exclusive jurisdiction of such courts.

17. Final provisions

- 17.1. This Agreement takes effect upon acceptance of its terms by the User performing any of the actions specified in clause 3.1 of this Agreement and remains in force for 5 (five) years from the date of acceptance. If, during the term of the Agreement, the User performs any other action provided for in clause 3.1 of this Agreement, the term of the Agreement is deemed extended for a new period of 5 (five) years from the date of that action. After termination of the Agreement, the Operator may process PD until the expiry of the periods specified in clause 24.2 of the Document (clause 7.3.2 of this Agreement).
- 17.2. This Agreement may be terminated by mutual agreement of the Parties. Either Party may unilaterally terminate this Agreement early out of court at its own discretion by giving the other Party proper notice of such termination at least 30 (thirty) calendar days in advance. After termination of the Agreement, the Operator may process PD until the expiry of the periods specified in clause 24.2 of the Document (clause 7.3.2 of this Agreement).
- 17.3. The Parties have agreed that this Agreement applies to the relations of the Parties that are the subject of this Agreement and arose in the past (if applicable). If the Parties have previously entered into contracts and agreements that are in force and directly or indirectly concern the subject of this Agreement, the provisions of the Agreement prevail over such contracts and agreements with respect to the relations of the Parties that are the subject of this Agreement.
- 17.4. This Agreement does not apply to the terms of the User's consent(s) to the processing of personal data given and (or) to be given to the Operator in cases provided for by law.

Section II. Monitoring Terms

18. General provisions of the Monitoring Terms

- 18.1. When the Website is visited and its functionality is used, technical information¹ about user devices may be passively collected and further processed using various technologies and methods. This is necessary due to the way the Internet works and how access to information resources (websites) on it is provided. **This Annex to the User Agreement (the Annex is an integral part of the User Agreement) sets out the rules for the collection and further processing of technical information in relation to the Website.**
- 18.2. Technical information (data about user devices and the use of the Website) reaches the Operator to the extent that the User's browser transmits it when accessing the Website, and is recorded in the logs of the web server provided by the Website hosting provider. No cookies are used on the Website (clause 19.1). The Operator does not use on the Website visitor counters, web analytics systems, web beacons or other tracking and targeting tools, or third-party website/resource/service functionality designed to measure traffic and (or) analyse the use of the Website.
- 18.3. **The Operator does not use third-party internet services on the Website and does not transfer information relating to the User to such services.** Fonts, images, scripts and other elements of the privacy-advocates.ru and privacy-advocates.com pages are loaded only from the Website server, without requests to third-party servers. If a third-party internet service is connected, the Operator will amend the Document accordingly before it is used.
- 18.4. The collection of technical information and its further use may be necessary for:
- 18.4.1. ensuring uninterrupted access to the Website and use of its functionality;
 - 18.4.2. ensuring information security when visiting the Website and using its functionality;
 - 18.4.3. managing the performance and improvement of the Website;
 - 18.4.4. productive interaction between the Operator and the User and providing the User with effective support.
- 18.5. The Operator does not:
- 18.5.1. directly or indirectly identify PD subjects using technical information or other information;
 - 18.5.2. match (compare) and (or) combine (link) technical information with PD and (or) other information held by the Operator;
 - 18.5.3. process technical information for analytical and marketing (advertising) purposes;
 - 18.5.4. transfer technical information to third-party internet services.
- 18.6. The quick check, the Almanac search, catalogue filters and other interactive tools of the privacy-advocates.ru and privacy-advocates.com pages run directly in the User's browser. Answers, search queries and selected parameters are not transmitted to the Operator or third parties, are not stored on the user device or the Website server, and are deleted when the page is closed or reloaded. Based on the quick check results, the User may open in their email program a prepared message to the Operator containing the result and the open items. Such a message is sent only at the User's decision, and the User may change or delete its text before sending.
- 18.7. The Website is not intended for persons under 18, and the Operator requires that such persons do not submit their PD through the Website. If the Operator discovers that minors have submitted their PD through the Website, the Operator will destroy such PD or ensure its destruction within no more than ten working days from the date of discovery.
- 18.8. The Monitoring Terms do not govern the processing and protection of PD in relation to any third-party websites/resources/services (including but not limited to any mobile applications) accessible through the Website or linked to from the Website. The presence or inclusion of a link to any such website or object on the Website does not imply any warranties or representations by the Operator.

19. Lawfulness of the use of cookies

- 19.1. The Website, including the Almanac pages at privacy-advocates.ru/pd and privacy-advocates.com/pd, does not use cookies. The wiki.privacy-advocates.ru subdomain, where cookies were used before this edition took effect, only redirects to Website pages and does not set cookies. Cookies previously set by it are not used by the Operator, are kept in the browser for no more than 12 months and are deleted in its settings.
- 19.2. If the Operator decides to use cookies, before using them it will list them in clause 21 indicating the owner, purpose, retention period and blocking method, analyse their impact on the rights and interests of the User and establish the legal basis for their use in the Document.

20. Information on the use of cookies

- 20.1. Since no cookies are used on the Website, no notice about them (a banner or pop-up) is displayed and no consent to their use is requested. If cookies are introduced, the Operator, before using them, chooses how to inform the User taking into account the owner, the data collected, the purposes and the retention period of the cookies, and sets cookies that are not necessary for the Website to function only with the User's consent.

21. Description and blocking of cookies

- 21.1. No cookies are used on the Website. The User may at any time block cookies in their browser settings; details on where these settings are located are provided in the browser help.

22. Approval and amendment procedure

- 22.1. The Monitoring Terms are approved and put into effect by decision of the Operator and remain in force until revoked.
- 22.2. The Operator may amend the Monitoring Terms as necessary (the "Amendments"). Amendments are approved by decision of the Operator. In this case, the amended edition of the Monitoring Terms is published on the Website.

¹ For example, the IP address of the user device, the time of the visit, pages viewed, files downloaded, and browser type and version.

Section III. Privacy Policy

23. General provisions of the Policy

- 23.1. The Operator considers its most important tasks to be compliance with the principles of lawfulness, fairness and confidentiality in PD processing and ensuring the security of processing.
- 23.2. This Privacy Policy:
- 23.2.1. has been developed to implement the requirements of the current legislation of the RF on the processing and protection of PD;
- 23.2.2. is a publicly available document setting out the conceptual framework of the Operator's activities in processing and protecting PD when the Website is used;
- 23.2.3. discloses the methods and principles of PD processing by the Operator, the rights and obligations of the Operator and the rights of Users as PD subjects, and includes a list of measures applied by the Operator to ensure the security of PD during processing.
- 23.3. The Operator has also approved a Policy setting out the conceptual framework of the Operator's activities in organizing processing and ensuring the security of PD in general, which can be obtained by sending a request to the Operator.

24. Principles, purposes and content of PD processing

- 24.1. In its activities, the Operator ensures compliance with the PD processing principles set out in Article 5 of 152-FZ.
- 24.2. When the Website is used, the Operator carries out the following purposeful PD processing in accordance with applicable PD legislation:

Purposes of PD processing	Improvement and development of the Operator's own activities , namely analysis, performance management, improvement (optimization) and development of interaction with all stakeholders through the Website, including: - ensuring secure and productive interaction, including countering unlawful or unauthorized actions and fraud, and ensuring information security; - providing effective support when various problems or situations arise
Categories and list of PD processed	General categories of PD: • surname, first name, patronymic • information on profession, employment or professional qualifications and professionalism • information on position, department and current place of employment • information on current employment (service) • information on previous employment (service) • contact (communication) details • information about the user device • information about the user's web browser • information about the Internet connection • information about visits to and use of the Website
Categories of PD subjects	• Website users and visitors • Operator's employees • freelance staff involved in the Operator's activities
Legal grounds for PD processing	• consent of the PD subject (152-FZ: Art. 6(1)(1); Art. 10.1(1)) • agreement between the operator and the PD subject (152-FZ: Art. 6(1)(5)) • rights and (or) legitimate interests of the operator or third parties (152-FZ: Art. 6(1)(7))
Methods of processing and actions with PD	PD is processed with and without the use of automation tools by performing the following actions: collection, recording, systematization, accumulation, storage, rectification (updating, changing), extraction, retrieval, search, copying, matching (comparison), combination (linking), use, transfer (provision, access, dissemination), blocking, deletion, destruction
Processing periods (including retention) of PD	Up to 3 (three) years after the use of the Website functionality ends, unless otherwise provided by applicable law, the consent of the PD subject or an agreement between the Operator and the PD subject.

- 24.3. The procedure for destroying PD for all processing purposes specified in clause 24.2 is set out in clause 27 of the Document.

25. Specifics of PD collection and other processing

- 25.1. The Operator processes PD whose sources may be:
- 25.1.1. information and documents provided by the User (their representative), including in requests sent by email;
- 25.1.2. the results of the User's interaction with the Website;
- 25.1.3. technical information recorded by the Website web server.
- 25.2. When collecting PD, the Operator ensures the recording, systematization, accumulation, storage, rectification (updating, changing) and extraction of PD of RF citizens using databases located in the RF, except in cases expressly provided for by the current PD legislation of the RF.
- 25.3. The Operator does not make decisions that give rise to legal consequences for PD subjects or otherwise affect their rights and legitimate interests based solely on automated processing of their PD.
- 25.4. The Operator does not use information technologies that provide information to the User based on the collection, systematization and analysis of information relating to the User's preferences (recommendation technologies).

26. PD transfer

- 26.1. The Operator may engage third parties in PD processing by instructing third parties to process PD and (or) by transferring PD to third parties without instructing them to process PD.
- 26.2. Third parties may be engaged in PD processing only if they process the minimum necessary PD solely to achieve the PD processing purposes provided for by the Document and ensure the confidentiality and security of PD during processing (if third parties fail to comply with these conditions, they will be liable under their contractual obligations to the Operator and (or) in accordance with applicable PD legislation). Such third parties may include, in particular, the persons listed in clause 7.3.1 of the Document (see Section I. User Agreement).
- 26.3. The actual composition of third parties engaged by the Operator in PD processing is determined based on the established relationship between the Operator and the PD subject and in accordance with applicable law, agreements between the Operator and the PD subject and the PD subject's consent(s) to PD processing.
- 26.4. The Operator may create publicly available sources of PD and (or) disseminate PD only with the consent of the PD subject, unless otherwise provided by applicable law.

27. Conditions for termination of PD processing and PD destruction procedure

- 27.1. The Operator has established the following conditions for terminating PD processing:
- 27.1.1. achievement of the purposes of PD processing and (or) expiry of the maximum PD retention periods;

- 27.1.2. loss of the need to achieve the purposes of PD processing;
- 27.1.3. identification of unlawful PD processing, including unlawful obtaining of PD or PD not being necessary for the stated purpose of processing;
- 27.1.4. impossibility of ensuring the lawfulness of PD processing;
- 27.1.5. withdrawal of consent to PD processing by the PD subject, if retention of PD is no longer required for the purposes of PD processing;
- 27.1.6. a demand by the PD subject to the Operator to cease PD processing, except in cases provided for by law;
- 27.1.7. expiry of the limitation periods (including for claims) for the legal relations within which PD is or was processed;
- 27.1.8. liquidation or certain forms of reorganization of the Operator.
- 27.2. Termination of PD processing governed by 152-FZ takes place:
 - 27.2.1. by blocking the PD;
 - 27.2.2. by destroying the PD;
 - 27.2.3. in cases provided for by the archiving legislation of the RF.
- 27.3. If PD cannot be destroyed within the periods established by 152-FZ for cases where the lawfulness of PD processing cannot be ensured, where the purposes of PD processing have been achieved, or where the subject withdraws consent to PD processing and (or) the Operator receives a demand from the PD subject to cease PD processing and retention of PD is no longer required for the purposes of processing, the Operator blocks the PD and destroys it within 6 (six) months, unless another period is established by applicable law.
- 27.4. PD is destroyed in a way that makes its recovery impossible. If PD cannot be destroyed without damaging its tangible medium in a way that prevents its further intended use, both the PD and its tangible medium are destroyed.
- 27.5. The destruction of PD is confirmed in accordance with the requirements established by the authorized body for the protection of the rights of PD subjects.

28. PD protection requirements implemented

- 28.1. When processing PD on the Website, the Operator takes all necessary legal, organizational and technical measures to protect PD against unlawful or accidental access, destruction, alteration, blocking, copying, provision, dissemination and other unlawful actions. The security of PD is ensured, in particular, by the following measures (as applicable depending on the method and specifics of PD processing):
 - 28.1.1. appointing a person responsible for organizing PD processing;
 - 28.1.2. issuing documents defining the Operator's policy on PD processing and the Operator's internal regulations on PD processing that define, for each purpose of PD processing, the categories and list of PD processed, the categories of subjects whose PD is processed, the methods and periods of processing and storage, and the procedure for destroying PD when the purposes of processing are achieved or other legal grounds arise, as well as the Operator's internal regulations establishing procedures aimed at preventing and detecting breaches of PD legislation and eliminating their consequences. Such documents and internal regulations may not contain provisions restricting the rights of PD subjects or imposing on the Operator powers and obligations not provided for by PD legislation;
 - 28.1.3. carrying out internal control and (or) audit of the compliance of PD processing with 152-FZ and the regulations adopted under it, PD protection requirements, the Operator's policy on PD processing and the Operator's internal regulations;
 - 28.1.4. assessing the harm that may be caused to PD subjects in the event of a breach of applicable PD legislation, in accordance with the requirements established by the authorized body for the protection of the rights of PD subjects in the RF, and the ratio of such harm to the measures taken by the Operator to ensure the performance of the obligations provided for by applicable PD legislation;
 - 28.1.5. familiarizing persons engaged (admitted) by the Operator to PD processing with the requirements of applicable PD legislation, including PD protection requirements, documents defining the Operator's policy on PD processing and internal regulations on PD processing, and (or) training such persons;
 - 28.1.6. applying organizational and (or) technical measures to ensure the security of PD during processing necessary to ensure the ongoing confidentiality, integrity, availability and resilience of processes and (or) systems related to PD processing;
 - 28.1.7. restoring PD modified or destroyed as a result of unauthorized access to it or another incident;
 - 28.1.8. destroying PD in a way that prevents its subsequent recovery and further processing, and confirming the destruction of PD in accordance with the requirements established by the authorized body for the protection of the rights of PD subjects in the RF.
- 28.2. If an unlawful or accidental transfer (provision, dissemination, access) of PD that has resulted in a violation of the rights of PD subjects is established, the Operator notifies the authorized body for the protection of the rights of PD subjects of this fact in the manner and within the time limits provided for by PD legislation.

29. Rights of PD subjects

- 29.1. The PD subject has the right to receive information about the processing of their PD by the Operator.
- 29.2. The PD subject may demand that the Operator rectify their PD, block or destroy it if it is incomplete, outdated, inaccurate, unlawfully obtained or not necessary for the stated purpose of processing, and may take measures provided for by law to protect their rights.
- 29.3. The PD subject's right of access to their PD may be restricted in accordance with federal laws, including where the PD subject's access to their PD violates the rights and legitimate interests of third parties.
- 29.4. The PD subject may at any time withdraw, in full or in part, the consent(s) to PD processing previously given to the Operator and (or) demand that the Operator cease PD processing, except where PD processing is provided for by paragraphs 2 to 11 of Part 1 of Article 6, Part 2 of Article 10 and Part 2 of Article 11 of 152-FZ. These rights may be exercised by sending a request to the Operator.
- 29.5. To exercise and protect their rights and legitimate interests, the PD subject or their representatives may contact the Operator by any means specified in clause 1.5 of the Document.
- 29.6. A request from the PD subject or their representative for information concerning the processing of their PD must contain the number of the main identity document of the PD subject or their representative, the date of issue of that document and the issuing authority, information confirming the PD subject's participation in relations with the Operator (contract number, contract date, conventional verbal designation and (or) other information) or information otherwise confirming the fact of PD processing by the Operator, and the signature of the PD subject or their representative. The request may be sent in the form of an electronic document signed with an electronic signature in accordance with the legislation of the RF.
- 29.7. The Operator provides the information specified in Part 7 of Article 14 of 152-FZ within 10 (ten) working days from the date of the request from the PD subject or their representative. This period may be extended by no more than 5 (five) working days if the Operator sends the PD subject a reasoned notice stating the reasons for the extension.
- 29.8. The Operator considers all requests and complaints from PD subjects, thoroughly investigates breaches and takes all necessary measures to eliminate them immediately, hold the persons responsible accountable and settle disputes and conflicts out of court.
- 29.9. The PD subject may appeal against the actions or omissions of the Operator to the authorized body for the protection of the rights of PD subjects.
- 29.10. The PD subject has the right to protect their rights and legitimate interests, including the right to compensation for damages and (or) moral harm in court.

30. Person responsible for organizing PD processing

- 30.1. The rights, obligations and legal liability of the person responsible for organizing PD processing are established by Article 22.1 of 152-FZ and the Operator's internal regulations on PD processing and protection.
- 30.2. The person responsible for organizing PD processing is appointed and dismissed from these duties by decision of the Operator. When appointing the person responsible for organizing PD processing, their powers, competencies and personal qualities are taken into account so as to enable them to exercise their rights and perform their duties properly and in full.
- 30.3. The person responsible for organizing PD processing:
 - 30.3.1. organizes internal control over the Operator's compliance with applicable PD legislation, including PD protection requirements;
 - 30.3.2. ensures that persons processing PD for the purposes set by the Operator are informed of the provisions of applicable PD legislation, the Operator's internal regulations on PD processing and PD protection requirements;
 - 30.3.3. monitors the receipt and handling of requests and inquiries from PD subjects or their representatives.

31. Approval and amendment of the Policy

- 31.1. The Policy is approved and put into effect by decision of the Operator and remains in force until revoked.
- 31.2. The Operator may amend the Policy as necessary (the "Amendments"). Amendments are approved by decision of the Operator. In this case, the amended edition of the Policy is published on the Website indicating its effective date.
- 31.3. The Policy is reviewed as necessary, but at least once every 3 (three) years from the previous review of the Policy.
- 31.4. The Policy may be reviewed earlier than the period specified in the Policy based on an analysis of:
 - (1) changes in the legal regulation of PD processing and protection in the RF;
 - (2) changes in other internal regulations of the Operator directly or indirectly governing PD processing and protection;
 - (3) changes in the Operator's actual organization of PD processing and protection;
 - (4) changes in the Operator's activities and organizational structure;
 - (5) changes in the Operator's relations with PD subjects, counterparties and other persons;
 - (6) the causes and content of deviations from the Operator's internal regulations;
 - (7) the causes and content of identified (computer) PD incidents;
 - (8) other factors that may have a significant negative impact on PD processing and protection by the Operator.

32. Liability

- 32.1. Any persons guilty of violating the rules governing PD processing and protection bear liability as provided for by applicable law.