

**PRIVACY POLICY**  
**regarding the processing of personal DATA**

**GENERAL RULES**

PROFIT RIDERS Limited Liability Company (the "**Company**") confirms that the Company's personal data is subject to the highest security requirements and maximum confidentiality of data subjects. The company invests resources and takes care of personal data in its daily operations.

The purpose of this Privacy Policy (the "**Policy**") is to provide information about how the Company processes personal data of identifiable Users, which is provided to the Company when Users interact with the Company using available data, communication channels or visits to the Platform.

This Policy applies to all personal data posted or posted through the Platform that the Company receives or may receive from the User.

This Policy is an internal document of the Company and defines the procedure and conditions for processing personal data by the Company, including the procedure for transferring personal data to third parties, features of non-automated processing of personal data, the procedure for accessing personal data, the personal data protection system, the procedure for organizing internal control and responsibility for violations during personal data processing, as well as other issues.

**1. TERMS AND DEFINITIONS**

The terms and definitions used in this Policy can be used both in the singular and in the plural, depending on the context, and the spelling of terms can be either uppercase or colowercase.

**1.1. Automated processing of personal data** – processing of personal data using computer technology.

**1.2. Blocking of personal data** – temporary termination of the processing of personal data (except in cases where the processing is necessary to clarify personal data).

**1.3. Personal data information system** — a set of personal data contained in databases and information technologies and technical means that ensure their processing.

**1.4. Use of personal data** – actions (operations) with personal data performed for the purpose of making decisions, making transactions or other actions that give rise to legal consequences for Users or otherwise affect their rights and freedoms or the rights and freedoms of others.

**1.5. Confidentiality of personal data** – a mandatory requirement for a person who has obtained access to personal data not to allow their dissemination without the User's consent or other legal grounds.

**1.6. Non-automated processing of personal data** – processing of personal data contained in the personal data information system or extracted from such a system in cases when such actions with personal data as the use, clarification, dissemination, destruction of personal data in relation to each of the Users are carried out with the direct participation of a person.

**1.7. Depersonalization of personal data** — actions that make it impossible to determine whether personal data belongs to a specific User without using additional information.

**1.8. Processing of personal data** – 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 (updating, modification), extraction, use, transfer (distribution, provision, transfer) of personal data. access), depersonalization, blocking, deletion, or destruction of personal data.

**1.9. Personal data** – any information related directly or indirectly to a specific or identifiable User of this site. Personal data is also understood as information that the User provides about themselves when using the Platform, including information that is automatically transmitted to the Company during the use of the Platform using the software installed on the User's device, such as IP address, cookie datacookie, information about the User's browser, hardware specifications, etc. the software used by the User, the date

and time of access to the Platform, the addresses of the requested pages of the website, and other similar information.

1.10. **Platform** – a software package posted on the Internet on the website at: <https://profitriders.com>, which is an information service that connects Users to make transactions with cryptocurrency (virtual currency) through specialized exchanges. The platform includes, but is not limited to, a set of graphic and informational materials, as well as computer programs and databases that ensure their availability on the Internet.

1.11. **User** – any user of this Platform.

1.12. **Provision of personal data** – actions aimed at disclosing personal data to a certain person or a certain group of persons.

1.13. **Dissemination of personal data** – any actions aimed at disclosing personal data to an indefinite group of persons (transfer of personal data) or at making personal data available to an unlimited number of persons, including publishing personal data in the mass media, posting it in information and telecommunications networks, or providing access to personal data in any other way.

1.14. **СчетчикTag** – a part of the Platform (a code snippet, usually in JavaScript) that is functionally responsible for analyzing cookies and collecting personal data about using the Platform. The company can use the counters as a self-developed and provided by third parties in the limited license (the license agreement), for example, Google Analytics, Yandex.MErika and other similar counters. Counters collect personal data anonymously.

1.15. **Cross-border transfer of personal data** – transfer of personal data on the territory of a foreign state to an authority of a foreign state, a foreign individual or a foreign legal entity.

1.16. **Destruction of personal data** – any actions, as a result of which personal data is permanently destroyed with the impossibility of further restoration of the content of personal data in the personal data information system and (or) the material carriers of personal data are destroyed.

1.17. **Файлы «Cookies»/«**–a small piece of data sent by the web server and stored on the User's device. Cookies contain small fragments of text and are used to store information about how browsers work. They allow you to store and receive identification information and other information on computers (computers), smartphones, phones, and other devices. Other technologies are also used for this purpose, including data stored by browsers or devices, device-related identifiers, and other software. In this policy, all these technologies are referred to as "cookies".

1.18. **IP address** – a number from the numbering resource of the data transmission network built on the basis of the IP protocol (RFC 791), which uniquely determines when providing telematics communication services, including Internet access, the subscriber terminal (computer, smartphone, tablet, other device) or means of communication included in the information system and owned by the User.

## 2. COMPOSITION OF PERSONAL DATA

2.1. In order to carry out its activities and fulfill its obligations, the Company processes the User's personal data provided to them during registration in the Platform and stored in the User's personal account.

2.2. The User's personal data includes, but is not limited to, the following: last name, first name, patronymic, passport data, postal address, email address, mobile/landline phone number, place of work, position, date of birth, etc.

2.4. The User provides only those personal data that are necessary to provide the selected service, receive newsletters or respond to a special request/claim. At the same time, if the User provides the Company with additional personal data at their own discretion, the Company processes them with the necessary level of protection.

2.5. The Company has the right to set requirements for the composition of Personal Data that must be provided when using the Platform. If certain information is not marked as mandatory by the Company, its provision or disclosure is carried out by the User at his own discretion.

2.6. The User can change, update, supplement or delete the personal data provided to them or part of it at any time using the Platform interface.

2.7. If the Company independently identifies the fact of incompleteness or inaccuracy of the User's personal data, the Company takes all possible measures to update the personal data and make appropriate corrections.

2.8. If it is not possible to update incomplete or inaccurate personal data of the User, the Company takes measures to delete them.

2.9. In case of detection of illegality of processing of the User's personal data, their processing by the Company is terminated, and personal data is subject to deletion.

2.10. In case of non-functioning of the Platform interface or the lack of functionality of the Platform for changing, updating, adding or deleting personal data by the User, as well as in any other cases, the User has the right to request in writing from the Company to clarify his personal data, block them or destroy them if the personal data is incomplete, outdated, inaccurate, illegal received or not necessary for the stated purpose of processing.

2.11. The Company makes necessary changes to the personal data that is incomplete, inaccurate or irrelevant within a period not exceeding 7 (seven) days from the date when the User provides information confirming that the personal data is incomplete, inaccurate or irrelevant.

2.12. The Company destroys the User's personal data illegally obtained or not necessary for the stated purpose of processing within a period not exceeding 7 (seven) days from the date of submission by the User of information confirming that such personal data is illegally obtained or not necessary for the stated purpose of processing.

2.13. The Company notifies the User about the changes made and measures taken and takes reasonable measures to notify third parties to whom the User's personal data has been transferred.

### **3. GROUNDS AND PURPOSE OF PROCESSING AND COLLECTING PERSONAL DATA**

3.1. The User's personal data is processed on the basis of and in compliance with the User Agreement governing the use of the Platform.

3.2. The processing of the User's personal data may also be carried out on the basis of their separate consent to such processing, expressed directly when using the Platform by clicking on the corresponding button or by marking the indicator of the corresponding checkbox (tick).

3.3. The Company processes only those personal data that are necessary for using the Platform or executing agreements and contracts with the User. When processing personal data, the Company does not combine databases containing personal data that are processed for incompatible purposes.

3.4. The purpose of personal data processing is to:

- providing the User with access to the Platform.
- performing the functions assigned to the Company;
- User identification when using the Platform.
- communication with the User if necessary, including sending offers, informational materials, messages, information and requests, advertising, as well as processing User requests;
- improving the quality of the Platform, its usability, developing new functionality and improving the quality of service;
- providing services to the User.
- determining местонахождения the User's location to ensure security, prevent fraud, and provide the User with information services corresponding to their location;
- confirmation of the accuracy and completeness of the personal data provided by the User;

- conducting advertising and marketing newsletters with information about other services provided by the Company. The Parties have agreed to consider this clause as the User's prior consent to receive advertising.
- conducting statistical and other research based on depersonalized data;
- the Company fulfills its obligations to the User.

#### **4. BASIC PRINCIPLES OF PERSONAL DATA PROCESSING**

4.1. The Company processes personal data on the basis of the following principles:

- The legality of the purposes and methods of processing personal data;
- The integrity of the Company as the owner of personal data, which is achieved by meeting the requirements regarding the processing of personal data;
- Achievement of specific, pre-defined purposes of personal data processing;
- Compliance of the list and scope of personal data processed, as well as the methods of processing personal data, with the stated purposes of processing;
- The accuracy of personal data, their sufficiency for the purposes of processing, the inadmissibility of processing personal data that is redundant in relation to the purposes of processing personal data;
- When processing personal data, ensuring the accuracy of personal data, their sufficiency, and, if necessary, their relevance in relation to the purposes of personal data processing;
- The inadmissibility of combining databases containing personal data, the processing of which is carried out for purposes that are incompatible with each other;
- Storage of personal data in a form that allows you to identify the User, no longer than the purposes of their processing require.

4.2. The processed personal data is subject to destruction or depersonalization upon the achievement of the processing goals or in case of loss of the need to achieve these goals, unless otherwise provided in this Policy.

4.3. The processing of personal data for statistical or other research purposes is carried out by the Company subject to mandatory depersonalization of personal data.

4.4. The Company does not process personal data related to racial or ethnic origin, political, religious or ideological beliefs, membership in political parties and trade unions, criminal convictions, as well as data related to health, sex life and genetic data.

4.5. The Company, having received personal data from the User, does not assume the obligation to inform the User (his representatives), whose personal data was transferred, about the beginning of personal data processing, since the User who transferred personal data is responsible for such information.

#### **5. TERMS OF PERSONAL DATA PROCESSING**

5.1. The terms of processing personal data are determined based on the purposes of processing. The Company processes and stores the User's personal data for the period necessary to achieve the purposes of processing and storage.

5.2. Personal data whose processing (storage) period has expired is subject to destruction or depersonalization. Storage of personal data is carried out in a form that allows you to identify the User, no longer than the purposes of processing personal data require, unless a different period of storage of personal data is established by the Policy or User Agreement.

#### **6. PROCEDURE AND CONDITIONS FOR PROCESSING PERSONAL DATA**

6.1. Personal data is processed in accordance with the requirements of this Policy.

6.2. The Company processes the User's personal data using the personal data information system. Such actions with personal data, such as the use, clarification, dissemination, destruction of personal data in relation to the User, are carried out with the direct participation of the Company's specialists.

6.3. With respect to the User's personal data, their confidentiality is maintained, except in cases where the User voluntarily provides information about himself for general access to an unlimited number of persons, as well as in cases provided for in clause 6.4 of the Policy.

6.4. The Company has the right to transfer the User's personal data to third parties in the following cases:

- there is a User's consent to such actions, expressed in accordance with the User Agreement.
- The transfer is necessary for the User to use certain functionality of the Platform (for example, for authorization through social media accounts) or for the execution of a specific agreement, agreement or transaction with the User.
- in case of transfer of rights to the Platform, it is necessary to transfer personal data to the acquirer simultaneously with the transfer of all obligations to comply with the terms of this Policy in relation to the personal data received by them;
- if it is necessary to ensure the possibility of protecting the rights and legitimate interests of the Company or third parties, when the User violates this Policy or the User Agreement.

6.5. In case of loss or unauthorized disclosure of personal data, the Company informs the User about this fact.

6.6. The Company takes the necessary organizational and technical measures to protect the User's personal data from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties.

6.7. The Company, together with the User, takes all necessary measures to prevent losses or other negative consequences caused by the loss or unauthorized disclosure of the User's personal data.

6.8. When collecting personal data, the Company records, systematizes, accumulates, stores, clarifies (updates, changes), and extracts the User's personal data.

6.9. The Company stops processing the User's personal data when the User's consent to their processing expires or when the User's consent to the processing of their personal data is revoked, as well as in case of detection of illegal processing of personal data or liquidation of the Company.

## **7. IMPLEMENTATION OF PERSONAL DATA PROTECTION**

7.1. The Company's activity in processing personal data in information systems is inextricably linked to the protection of the confidentiality of the information received.

7.2. The personal data protection system includes organizational and / or technical measures determined taking into account current threats to the security of personal data and information technologies used in information systems. The Company updates these activities with the introduction of new technologies, if necessary.

7.3. The exchange of personal data during their processing in information systems is carried out through communication channels protected by technical means of information protection.

7.4. When processing personal data in information systems, the Company provides:

- carrying out measures aimed at preventing unauthorized access to personal data and (or) transferring them to persons who do not have the right to access such information;
- timely detection of unauthorized access to personal data;
- prevention of impact on the technical means of automated processing of personal data, as a result of which their functioning may be disrupted;
- the possibility of immediate recovery of personal data modified or destroyed as a result of unauthorized access to them;

- constant monitoring of the level of personal data security.

7.5. Confidentiality is maintained regarding personal information, except for cases when the Platform technology or settings of the software used by the User provide for open exchange of information with other Users of the Platform or with any Internet users.

7.6. The Company implements the following requirements in the field of personal data:

- requirements for the confidentiality of personal data;
- requirements for ensuring the User's exercise of their rights;
- requirements for ensuring the accuracy of personal data, and, if necessary, its relevance to the purposes of personal data processing (with measures taken to delete or clarify incomplete or inaccurate data);
- requirements for the protection of personal data from unauthorized or accidental access to them, destruction, distortion, blocking, copying, provision, dissemination of personal data, as well as from other illegal actions in relation to personal data;
- other necessary requirements.

7.7. The Company independently determines the composition and list of measures necessary and sufficient to ensure the fulfillment of obligations in the field of personal data against unauthorized or illegal processing and against unintentional loss, destruction or damage.

7.8. Cookies and other tracking technologies in the Platform can be used in various ways, for example, for the purpose of operating the Platform, analyzing traffic or for advertising purposes, as well as to improve the quality and efficiency of services.

7.9. The User can independently configure the prohibition of cookies and other tracking technologies. At the same time, the Platform's functionality may be limited, and the User may not be able to use all its advantages, and some pages may not work correctly.

7.10. All specialists of the Company authorized to work with personal data, as well as those related to the operation and maintenance of the personal data information system, are familiar with the requirements of this Policy, as well as with the Company's internal documents regulating the procedure for working with personal data.

7.11. The Company has organized a process of training specialists in the use of personal data protection tools operated by the Company. Training is provided to persons who have permanent access to personal data, and persons associated with the operation and maintenance of the personal data information system and personal data protection tools.

7.12. The Company has the right to entrust the processing of personal data to a third party in compliance with confidentiality and non-disclosure of personal data.

## **8. PROCEDURE FOR COLLECTING PERSONAL DATA USING COOKIES AND COUNTERS**

8.1. Cookies transmitted from the Company to the User's device and from the User to the Company may be used by the Company to achieve the purposes of processing personal data in accordance with this Policy.

8.2. The Company has the right to set a requirement for the User's device to allow the reception and receipt of cookies.

8.3. The structure of the cookie, its content and technical parameters are determined by the Company and may change without prior notice to the User.

8.4. Counters placed by the Company in the Platform may be used by the Company to analyze cookies and collect personal data about the use of the Platform in order to improve the quality of the Information Service, the level of convenience of their use, and improve the Information Service. Technical parameters of meter operation are determined by the Company and may change without prior notice to the User.

## **9. CROSS-BORDER TRANSFER OF PERSONAL DATA**

9.1. Cross-border transfer of personal data is carried out exclusively within the Company.

9.2. The Company must ensure that the rights of personal data subjects are adequately protected by the foreign state to whose territory it is intended to transfer personal data prior to the start of cross-border transfer of personal data.

9.3. Cross-border transfer of personal data on the territory of foreign states that do not meet the above requirements can only be carried out if the personal data subject has consent to субъекта the cross-border transfer of his/her personal data and / or the execution of a contract to which the personal data subject is a party.

9.4. At the same time, please note that the Company is international and information that the User provided to us independently or that the Company received from the User as a result of using the Platform may be transferred to other jurisdictions.

## **10. CONSENT TO THE PROCESSING OF PERSONAL DATA**

10.1. When using the Platform, the User, by providing the Platform with their personal data, including through third parties, acknowledges their consent to the processing of their personal data in accordance with this Policy.

10.2. In case of disagreement with the terms of this Policy, the User is obliged to stop using the Platform.

10.3. Consent to the processing of personal data may be revoked by the User. If the User withdraws consent to the processing of personal data, the Company has the right to continue processing personal data without the User's consent, if there are necessary grounds.

10.4. The User decides to provide his / her personal data and consents to their processing freely, at his / her own will and in his / her own interest.

10.5. The consent to the processing of personal data provided by the User is specific, informed and conscious.

10.6. Consent to the processing of personal data may be revoked by the User by sending an appropriate reasoned request.

10.7. The Company verifies the accuracy of personal data provided by the User. If false and / or forged data is provided, the Company revokes the User's access to the Platform unilaterally.

10.8. By agreeing to the terms of this Policy, the User confirms that at the time of collecting personal data, he is notified of the persons to whom personal data is transferred, the content and purposes of collecting personal data. The User confirms (guarantees or assures) that the personal data transferred to the Company for processing is transferred with the consent of the personal data owners.

## **11. FINAL PROVISIONS**

11.1. This Policy comes into force from the moment it is posted on the Platform and is valid indefinitely until it is replaced by a new Policy.

11.2. The Company has the right to make changes to this Policy without the User's consent. All changes made to this Policy are effective from the moment they are posted on the Platform and are an integral part of this Policy. Users are notified of changes to the Policy at least 5 (five) days prior to their publication. In case of disagreement with the changes in the Policy, the User can stop using the Platform, and the User assumes full responsibility for the consequences of stopping using the Platform.

11.3. This Policy may be changed or terminated by the Company unilaterally. The new version of the Policy takes effect from the moment it is posted on the Platform, unless otherwise provided by the new version of the Policy.

11.4. The beginning of the User's use of the Platform means that the User agrees to the terms of this policy. If the User does not agree with the terms of this policy, the use of the Platform must be immediately terminated.

11.5. This Policy is permanently publicly available on the Platform.

11.6. The User may send any suggestions or questions regarding this policy to the Company's User Support service by sending an email to the following email address: [info@profitriders.com](mailto:info@profitriders.com).

11.7. This policy applies to all personal data processing processes carried out directly through the Platform. The Company does not control and is not responsible for websites owned by third parties, which the User can access through links posted on the Platform.