# **Privacy Policy**

# of YOUR LAWYER Limited Liability Company

# **Terms and Definitions**

**Personal Data** means any information related to an individual who is or is being defined directly or indirectly personal data subject;

**Personal Data Processing** means any action (operation) or a series of actions (operations) performed using automation facilities or without any regarding personal data including collection, record, arrangement, accumulation, storage, correction (upgrading, change), extraction, use, transfer (dissemination, provision, access to), anonymization, blocking, deletion, destruction of personal data.

**Operator** means YOUR LAWYER Limited Liability Company.

**User** means an individual including an attorney/lawyer/student/auditor/accountant who is registered at the official website of YOUR LAWYER Limited Liability Company <a href="https://www.your-lawyer.net">www.your-lawyer.net</a> (the "Website") or with Your Lawyer application.

**Application** means an information analytics service designed for the search of lawyers and legal practices of the required competency, skills and experience, or legal services, auditors and accountants, and for the obtaining of information thereon.

Other terms used in this Policy shall be interpreted as defined by the applicable laws of the Russian Federation.

#### 1. General

- 1.1. This Privacy Policy (the "Policy") is elaborated and applied in YOUR LAWYER LLC in compliance with Federal Law On Personal Data, No. 152-FZ dated July 27, 2006, (the "Federal Law on Personal Data") and defines the general conditions for processing of personal data of the users who gave their personal data via website <a href="www.your-lawyer.net">www.your-lawyer.net</a> or Your Lawyer application, and provides the manner of Russian legislation violation prevention.
- 1.2. The Users' personal data are processed for the Users to use the Website and Application, for connection with the Operator's Call Center, for Website and Application use support, marketing and advertising mailing, Website and Application improvement, Website and Application feedback.
- 1.3. The Operator collects and processes no user personal data related to the Users' attorney-client privilege. The Users provide such data only and directly to the lawyers who are obliged to keep confidentiality under the applicable laws of the Russian Federation.
- 1.4. In case of using the Website, the Users give personal data processing consent to the Operator by accepting the conditions of the consent available at <a href="www.your-lawyer.net">www.your-lawyer.net</a> or in Your Lawyer application.

- 1.5. The use of Your Lawyer Website and/or Application constitutes the User's unconditional consent with this Policy and personal data processing conditions hereof. In case of disagreement with these conditions, the User has no right to use Your Lawyer Website and/or Application for registration.
- 1.6. Registration at <u>www.your-lawyer.net</u> or in Your Lawyer application is deemed to be acknowledgement of the Privacy Policy and approval of personal data processing.
- 1.7. The personal data received upon registration on the website is stored and processed by YOUR LAWYER LLC in compliance with the requirements of the Federal Law On Personal Data and regulations of the Federal Service for Technical and Export Control of the Russian Federation and the Federal Security Service of the Russian Federation.
- 1.8. When placing texts of the judicial acts adopted by courts of the Russian Federation in the user account, the lawyer/attorney/student/auditor/accountant deletes personal data of the trial participants from such judicial acts. Initials and other designations which prevent from identifying the participants are used in replacement of the deleted personal data. The lawyer/attorney/student/auditor/accountant is liable for violation of the laws regarding personal data and disclosure of attorney-client privilege and or confidential information including trade secrets as provided by the laws of the Russian Federation.

# 2. The User's personal data being processed by the Operator.

- 2.1. This Policy only covers the information provided by the User when registered on the Website or in the Application or when using the Website and/or Application.
- 2.2. The Operator verifies no information containing the personal data and provided by the User with the exception of the attorneyship when a lawyer registers on the website or in the application. However YOUR LAWYER LLC proceeds on the basis that the User provides true and complete information containing his/her personal data and upgrades it.
- 2.3. The Operator processes the following personal data of the User Lawyer/Attorney/Student/Auditor/Accountant who confirms that he/she is a personal owner of such data:

| last name and/or first name and/or patronymic; |
|--|
| lawyer's register number;                      |
| details of the lawyer's ID;                    |
| position, name of the company;                 |
| gender;  |
| city/town, country;                            |
| telephone number;                              |
| email;   |
| ordered services;                              |

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details of payment cards;

photo;

other personal data specified in the forms or files attached to the forms.

# 3. User Personal Data collection, storage and use

- 3.1. The Operator collects and stores user personal data using electronic databases.
- 3.2. The User is informed and agrees that the Operator ensures collection, record, arrangement, accumulation, storage, correction (upgrade and change), extraction, use, transfer (provision of access to), anonymization, blocking, deletion, destruction of personal data when collecting it.

#### 4. Personal Data transfer

- 4.1. The Operator only transfers user personal data for the purpose as provided by the consent to personal data processing including without any limitation to legal practices or lawyers or third party or Call Center specialists.
- 4.2. The Operator only transfers limited user personal data (Full Name, Application Username) for the purpose to provide messaging services by Application to third party under an agreement with the Operator.
- 4.3. The Operator undertakes to warn any person to which user personal data is transferred that such data may only be used for the purposes the data is provided. Any person which receives the User's personal data is obliged to keep it strictly confidential. This provision covers no cases of exchanging user personal data as provided by the laws of the Russian Federation.

#### 5. Cross-border transfer of Personal Data

- 5.1. The Operator undertakes to transfer no user personal data to the countries which fail to provide an appropriate protection of personal data unless the User gave a written consent to such transfer.
- 5.2. Cross-border transfer of user personal data to the countries which provides an appropriate protection of personal data is only performed in compliance with Clause 3.2 hereof.

# 6. Users' rights regarding their personal data

6.1. To protect the personal data stored by the Operator, the following rights are granted to the Users:

to receive complete information on their personal data and its processing as requested;

to have free access to their personal data except as otherwise required by applicable laws of the Russian Federation;

to demand deletion or correction of the wrong or outdated personal data and the data which is being processed with violation of the laws of the Russian Federation.

6.2. If the Operator refuses to delete or correct the User's personal data, the User is entitled to send his/her reasonable written disagreement with such refusal to the Operator.

# 7. Personal Data protection

7.1. To protect personal data from illegal or accidental access, destruction, change, blocking, copying, provision, dissemination and other illegal actions related to the personal data, the Operator takes appropriate legal, organizational and technical measures.

# 7.2. Legal measures are as follows:

to accept this Policy and publish it on the Website and in the Application;

to get consent to personal data processing;

to respond to the Users' requests regarding personal data processing;

to hold liable those who is guilty in violation of the personal data processing rules provided by the laws of the Russian Federation and this Policy.

#### 7.3. Organizational measures are as follows:

to define a procedure of personal data storage in information systems, and a personal data access procedure;

to monitor and analyze regularly the requirements of the legislation and up-to date techniques of personal data processing to make proper and duly changes of the legal, organizational and technical measures taken by the Operator to improve methods and ways of personal data processing, storage and protection.

#### 7.4. Technical measures are as follows:

the actual access to electronic documents and tangible media bearing personal data is only restricted to a number of the Operator's employees who are responsible for personal data processing;

tangible media bearing personal data are stored in the way excluding third parties' access in compliance with the legislation;

identification and authentication of access subjects and access objects;

access control of access subjects to access objects;

registration of security events;

control (analysis) of personal data security;

virtualization environment protection;

information system security, security of its tools, communications system and data transfer;

control of information system configuration and personal data security system configuration.

# 8. Personal Data processing control

- 8.1. The internal control of observance of the Russian laws and this Policy by the Operator's employees is to check fulfillment of the provided requirements and assess feasibility, appropriateness and efficiency of the measures taken. A functional unit or an employee who is responsible for personal data security may carry out such control.
- 8.2. The audit of personal data processing compliance with the laws of the Russian Federation and this Policy may be performed by a third party which has an appropriate qualification on a contractual basis.
- 8.3. Following the internal control and (or) audit, the Operator assesses the harmful consequences which may be caused to the user personal data, and compliance of the measures taken with the found threats. If required, the Operator takes additional measures to protect personal data and changes this Policy respectively.

# 9. Responsibility for violation of regulations of user personal data processing and protection

- 9.1. Those responsible for violation of personal data obtaining, processing and protection regulations are subject to disciplinary, administrative, civil and criminal penalties under the applicable laws.
- 9.2. Any non-pecuniary damage caused to the User due to violation of his/her rights, violation of personal data processing rules, and failure to observe personal data protection requirements provided by Federal Law on Personal Data No. 152-FZ dated July 27, 2006, is subject to reimbursement under the laws of the Russian Federation. The non-pecuniary damage is reimbursed regardless compensation for property damage and losses suffered by the User.
- 9.3. Following the internal control and (or) audit, the Operator assesses the harmful consequences which may be caused to the user personal data, and compliance of the measures taken with the found threats. If required, the Operator takes additional measures to protect personal data and changes this Policy respectively without any obligation to notify each User.
- 9.4. The Operator is entitled to change this Policy by publishing a revised text of the Policy on the Website and in the Application.
- 9.5. The User and Lawyer/Attorney/Student/Auditor/Accountant are obliged to read the revised Policy on their own.

Any questions and written applications of the Users may be sent at info@your-lawyer.net

# User Agreement of YOUR LAWYER Limited Liability Company

This User Agreement (the "Agreement") is executed between YOUR LAWYER Limited Liability Company (the "Company"), registered address: 5 Vorontsovskiye Prudy Street, Moscow 117630, Russian Federation, and any individual who intends to use YOUR LAWYER application and/or uses website <a href="https://www.your-lawyer.net">www.your-lawyer.net</a> (the "Website"), hereinafter referred to as the "User".

#### 1. General

1.1. This Agreement is the Company's public offer directed to public at large and containing the Company's offer to execute an agreement with each User which governs the following issues of mutual relations between the Company and the User while using the Application and/or Website under the conditions hereof:

procedure of electronic interaction between the Company and the User;

how to use the Application and/or Website (license agreement);

consent to personal data processing and rules of personal data processing.

- 1.2. This offer is deemed accepted under Clause 3 of Article 438 and Clause 3 of Article 1286 of the Civil Code of the Russian Federation when the User performs any actions to use the Application and/or Website including the first opening of any page of the Website in a browser in the User's any device.
- 1.3. The User gives his/her consent to personal data processing as defined by Section 5 hereof by ticking off the respective box when using the Application and/or Website, or by contacting the Call Center and keeping a conversation with an operator upon connection and listening of the welcome message.
- 1.4. The User may only use the Application and/or Website including review, search and use of services in case of complete and unconditional acceptance of the conditions of this offer as provided hereby.
- 1.5. If disagreed with the conditions of this Agreement, the User must immediately stop using YOUR LAWYER Application and/or Website.

#### 2. Scope of the Agreement

- 2.1. Under this Agreement, the Company provides a non-exclusive license for Application and/or Website use to the User. The Application is a composite object as part of PC software and other software, databases, graphics and other products combined to provide smooth running of the Application and use its capabilities.
- 2.2. The Users use the Application and/or Website for the private purposes to search for legal practices, lawyers, attorneys, auditors and accountants in the required region.
- 2.3. If the Application and/or Website features are required to use to place advertising information on the services provided by the User the latter must enter into a separate agreement with the Company by accession to the conditions of the license agreement published at <a href="https://www.your-published-nc-publis

<u>lawyer.net</u> . Such separate agreement is executed in an electronic form by mutual online interaction between the Company and the User.

- 2.4. The Company's services related to provision of facilities enabling the User to establish contacts and make transactions with regard to rendering legal services are provided for free.
- 2.5. The Company is not a legal practice and provides no services of legal nature.

# 3. Information posted in the Application and/or on the Website

- 3.1. The Application is an information analytics service designed for the search of legal practices, lawyers, attorneys, auditors and accountants of the required competency, skills and experience, or legal and accountancy services, and for the obtaining of information on the Users' contacts within the Application or by other mentioned method.
- 3.2. The Company receives the information on legal practices, lawyers, attorneys, auditors and accountants which is published in the Application directly from themselves. The Company takes actions to verify such information and exclude the wrong data and the data without the Users' consent to placement.
- 3.3. The Company takes all reasonable actions to check the available effective status of lawyer when registered. In addition, the Company carries out no periodic checks of the provided information with respect to its relevance. In this context, the User is obliged to check on his/her own if a certain lawyer, attorney, auditor or accountant has the required degree, qualification, attestation and effective status of lawyer when consulted.
- 3.4. The Company is entitled to carry out periodic checks of status of lawyers registered in the Application and/or on the Website. Information on the Users who have other status than active one is taken offline until removal/correction in the Application and/or on the Website.
- 3.5. The Company guarantees that all comments published on the pages of the Application and/or the Website are received from the Users who used services of the respective lawyers, attorneys, auditors, accountants or legal practices. The Company take all reasonable actions to prevent publishing or delete the comments with deliberate misrepresentations or illegal information.
- 3.6. The Company provides no undertaking that the information containing in the Users' comments is true. The administration deletes comments upon the Users' requests if only evidence of their clear untruth or statutory conflict is provided. The Company deletes comments upon requests of relevant government authorities if such requests are submitted as provided by the laws. The Company is entitled to delete any comments and any information from the Application and/or Website at any time on its own motion.
- 3.6. The Company makes the rating of lawyers, attorneys, auditors, accountants and legal practices on the basis of the criteria established by the Company. The Company is not obliged to inform the Users of principles and criteria used to make ratings of lawyers, attorneys, auditors, accountants and legal practices in full or in part though is entitled to do this.
- 3.7. The information of the legal services, competency of lawyers, auditors and accountants in accounting and taxation is a reference material. The Company provides no undertaking that such information is true. The Company strongly recommends to consult directly the lawyers of the required competency to obtain a qualified legal assistance including those represented in the Application and/or on the Website.

#### 4. License

- 4.1. The Company owns the exclusive rights for the Application and/or Website including exclusive rights for any results of intellectual activity which are part of the Application and/or Website including the source code, and the databases (information on lawyers, attorneys, auditors, accountants and legal practices), design products, texts and means of identification (trade name, trademarks, service marks and business names) placed in the Application and on the Website.
- 4.2. The use of the Application and/or Website provides no transfer of rights for the Application, Website or its components. The User obtains a limited right for the use of the Application and Website under this Agreement. This right may be discharged at any time under this Agreement and other agreements between the parties.
- 4.3. The User undertakes not to use the results of intellectual activity (including without any limitation to images, texts, the source code) placed in the Application and on the Website without prior written consent of the Company.
- 4.4. All services of the Application and Website are provided for free within 7 days after registration (for a selected rate in what follows) and as are. The Company does not guarantee access to the Application and/or Website at any time. The administration is entitled to deny the use of the Application and/or Website to any User in case of violation of the rules.
- 4.5. The User has no right to demand any changes of the services or data of the Application and/or Website. The Company takes no responsibility for merchantability of the Application and/or Website, guarantees neither compliance of the Application and/or Website with the Users' special requirements nor capability to customize sections of the Application and/or Website as the user may require, and does not guarantee that the software of the Application and/or Website is completely free of defects and errors and that it must function continuously and at all times.
- 4.6. The User uses the Application and/or Website at his/her risk solely. The Company does not guarantee a proper functioning of the Application and/or Website and is not liable for any damage caused to the User as a result of the use of the Application and/or Website. The Company is not liable for any risk of adverse effects which will or may occur due to the non-consistency of the Users' equipment, other software or communication channels to the requirements of personal data protection from unauthorized (unlawful) access by third parties.
- 4.7. The Company makes all reasonable efforts to prevent failures and faults of the Application and/or Website, however it does not guarantee the continuity of the Application and/or Website and is not liable for such continuous operation, and is not obliged to notify the Users of any faults.
- 4.8. The User has no right to use the Application and/or Website to distribute any advertisements and perform any other actions which are not directly related to the use of the Application and/or Website. The User has no right to use the source code of the Application and/or Website, any content of the Application and/or Website (including without any limitation to databases, texts, design components, graphics) without prior written consent of the Company (to reproduce, copy, process and distribute in any form, in particular).

#### **5.** Confidential information

5.1. The User gives his/her consent to process his/her personal data provided when using the Application and/or Website including collection, record, arrangement, accumulation, storage,

correction (upgrading and change), extraction, use and provision of the personal data (to a lawyer, attorney, auditor, accountant and legal practice in particular depending on the situation), transfer (by dissemination in particular), access, anonymization, blocking, deletion and destruction. The User gives his/her consent to collection, storage and transfer of his/her personal data to third parties which render messaging services, services of user request and call processing under an agreement with the Company (Call Center specialists).

- 5.2. When using several services of the Application and/or Website, the User informs the Company of the fact of consultation (including intention to consult) with a lawyer, attorney, auditor, accountant of a certain competency. To improve quality of the services, the Company is entitled to record telephone conversations of the User and the Company's Call Center employees. In no case the Company wiretaps and/or records telephone conversations between the User and a lawyer, attorney, auditor, accountant or legal practice.
- 5.3. The User gives his/her consent to collection, storage and processing of such information, and to its provision to the lawyer, attorney, auditor, accountant or legal practice to which the User applies for services.
- 5.4. The Company performs no processing of personal data related to the User's legal problem, accounting and taxation problems (special personal data). The Users provide such data directly and solely to a lawyer, attorney, auditor, accountant or legal practice which are obliged to keep it confidential within a client-attorney privilege and trade secret.
- 5.5. The Company is obliged to take actions to keep confidentiality of the information received from the Users and not to disclose it to third parties unless otherwise provided by this Agreement or by the legislation.
- 5.6. The Company may use an industry-wide cookies technology. Cookies are a small piece of data sent by a web-server and stored with a computer used by the User of the Application and/or Website. Cookies enable the Company to save the User's personal settings and preferences and collect impersonal information of the User.
- 5.7. The Company collects information on actual consultations and services provided by any lawyer, attorney, auditor or accountant, only to improve the services and get a fix in terms of location, and makes no analysis to determine facts of actual application of a certain user for legal assistance to a specialist or for rendering some services, and discloses no such information.
- 5.8. The Company may use the received personal data as follows:

to ensure quality of the Application and/or Website operation;

to make changes in the Application and/or Website to improve its operation;

to send messages related to the use of the Application and/or Website, including campaigns and specials, to the User;

to provide for the User with support when using the Application and/or Website if the User has any difficulties including selection of a certain lawyer, attorney, auditor, accountant or legal practice;

to send promotional materials to the User s and inform them on special offers;

to get feedback from the Users regarding he Application and/or Website operation - by e-mail or with telephone survey, in particular.

# 6. Limitations of Liability

- 6.1. Under this Agreement, the User gets no chargeable services, and no laws concerning the protection of consumer rights cover relations between the Company and the Users.
- 6.2. In no case, the Company is liable for quality of the legal services rendered by lawyers, attorneys and legal practices, auditors and accountants including those with profiles in the Application and on the Website.

#### 7. Electronic interaction

- 7.1. The Company provides for legal practices, lawyers, attorneys, auditors and accountants with a capability to use the Application and/or Website section User Account with access provided upon registration and assignment of a unique identifier (login) and password.
- 7.2. A combination of the unique identifier (login) and password for the User Account is deemed as a simple electronic signature of the respective User. A procedure of electronic interaction between the Users is defined by this Agreement.
- 7.3. In case of unregistered users, a unique email of such user which he/she provides when using the Application and/or Website (login and password of a mail server's user account) is recognized as a simple electronic signature.
- 7.4. All the messages of the Users which they send via the User Account or by emails, including consents and signing documents using the User Account features are deemed as signed with a simple electronic signature and are treated as written documents equal to the documents in hard copies, and no seal is required for such documents.

# 8 Final provisions

- 8.1. This Agreement is valid during the whole time of the use of the Application and/or Website by the User.
- 8.2. The Company is entitled to revise the conditions of this Agreement at any time and with publishing a revised text in the Application and/or on the Website. The actual version of the Agreement is published in the Application and/or at <a href="www.your-lawyer.net">www.your-lawyer.net</a> and becomes binding for the User after publishing. The User is obliged from time to time to review the text of the Agreement published in the Application and/or on the Website to know any changes and amendments.