

## Privacy Policy Stergomedia.com

Access to the Website or use of the Services of the Website means the User's unconditional consent to this Policy and the terms of processing of personal data specified therein.

### 1. Definitions

1.1. Within the framework of this Policy, terms and definitions have the following meaning:

**Policy** is the present document "Privacy Policy of Stergo FZCO", posted on the Website at: <https://stergomedia.com>.

**Company** - company Stergo FZCO (License Number - 15016. Address: Dubai Silicon Oasis, DDP, Building A2, Dubai, United Arab Emirates), carrying out the functions of administering the Website.

**The website** is <https://stergomedia.com>.

**Use of the Website Services** - registration, authorization in the personal account, sending a message to the support service of the Website (creating a "ticket"), leaving the Order, payment for the Company's Services, other User actions related to the possibility of receiving the User's Personal Information.

**Services** - the Company's services in providing the User with the opportunity to leave Orders in the Personal Area.

**Order** - the User's application for SMM or SEO promotion or web-development service.

**Contract** - a contract for the provision of Services between the Company and the User, concluded through the acceptance of an offer.

**User** is a person using the Services of the Website or having access to the Website in any form.

**Personal data** - any information related to a person directly or indirectly defined or determined (to a Personal Data subject).

**Technical data** - data that is automatically transmitted via the software installed on the user's device, including the IP address, information from the cookie, information about the user's browser, access time, the address of the requested page, the operating system version and other similar information.

**A cookie** is a small piece of data sent by a web server and stored on the User's device, which the web client sends to the web server as part of the HTTP request whenever it tries to open the website page.

**IP-address** is a unique network address of a node in a computer network built on the IP protocol.

**Personal data processing** - any actions (operations) or a set of actions (operations) performed using automation tools or without using such tools with Personal Data, including collection, recording, systematization, accumulation, storage, updating (updating, modification), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of Personal Data.

**Dissemination of Personal Data** - actions aimed at disclosing Personal Data to an undefined circle of persons.

**Provision of Personal Data** - actions aimed at disclosing Personal Data to a specific person or a certain circle of persons.

### 2. General provisions

2.1. The user is obliged to fully familiarize himself with the Policy before the time of using the Website.

2.2. In the event that the User does not agree with the rules contained in this Policy, he must stop using the Website. Any use of the Website by the User means its full consent and acceptance of all the terms of this Policy.

2.3. The Company reserves the right to amend the text of this Policy without any special notification of this User by publishing a new version of the Policy on the Website.

2.4. The user must regularly monitor changes to the Policy. If the User does not agree with the new version of the Policy, then he must immediately stop using the Website. In the event that after the entry into force of the new version of the Policy, the User continues to use the Website, such User thereby confirms his full agreement with the new edition of the Policy.

2.5. This Policy applies only to the Company Website. The website can contain links to other websites (youtube.com, instagram.com, etc.). The Company is not responsible for the policy of processing the Personal Data of third party websites to which the User may click on the links available on the Website pages.

2.6. The Company does not verify the authenticity of the Personal Data provided by the User.

2.7. The Company is not liable for information voluntarily circulated by the User in a public format.

2.8. All credit/debit cards' details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties.

2.9. <https://stergomedia.com/> will not pass any debit/credit card details to third parties.

3.0. <https://stergomedia.com/> takes appropriate steps to ensure data privacy and security including through various hardware and software methodologies. However, (<https://stergomedia.com/>) cannot guarantee the security of any information that is disclosed online.

### **3. Composition of Personal Data**

3.1. The Company processes only those Personal Data that are necessary for the performance of the Agreement, the User Agreement, the conclusion and execution of other contracts with the User:

- Name;
- Email address (e-mail);
- User reference;

3.2. Personal data may also include additional data provided by the User in order to fulfill the obligations of the Company arising from the Agreement, the User Agreement, and other agreements with the User. Such data may include the following data: the User's image in the personal account; other information specified by the User in the messages to the support service of the Website.

3.3. The User, acting freely, with his will and in his interest, hereby declares his consent to the processing by the Company of the User's Personal Data for the purposes specified in Section 4 of this Policy.

3.4. Processing of the User's personal data is also carried out on the basis of consent to such processing, expressed directly when using the Services by clicking on the corresponding button in the interface of the Website.

3.5. The User's consent to the processing of Personal Data is valid for 10 years, but not less than the period necessary for the processing of Personal Data. This consent can be withdrawn by the User at any time.

3.6. A user who wishes to block or clarify personal information transferred to the Company or terminate its processing by the Company may apply to the Company by sending the appropriate request for contact information specified in section 11. In doing so, the User agrees that the Company is not liable if further the execution of the contract becomes impossible after the destruction or blocking of personal data.

3.7. The Customer's realized right provided for in paragraph 3.6 can not be the reason for stopping the processing of the User's Personal Data in the presence of grounds provided for by Federal Law No. 152-FZ of July 27, 2006 "On Personal Data".

### **4. Treatment objectives**

4.1. The Company processes the User's Personal Data solely for the purpose of executing the Agreement, the User Agreement, the conclusion and execution of other contracts with the User, which includes the following:

- Providing the User with access to the Website Services;
- The definition of the User as a party to the Agreement, the User Agreement;
- Communication with the User, sending him electronic notifications and necessary information;
- Processing of Orders of the User;
- Providing effective client and technical support in the event of problems related to the use of the Website;
- Distribution of information and advertising messages about news, offers, shares of the Company;

- Fulfillment of other obligations in connection with the execution of contracts with the User.
- 4.2. Using the Website, the User in accordance with the Federal Law of March 13, 2006 N 38-FZ "On Advertising" agrees to Email-sending messages of advertising and information nature to their e-mail address.
- 4.3. Consent to receive mailings is voluntary, and the User can refuse to continue receiving news and information. You can unsubscribe from the mailing list via the mailing list interface or by sending an appropriate request to the Company on the contact details specified in section 11.

## **5. Conditions for Processing Personal Data**

- 5.1. The Company collects and stores Personal Data of the User in accordance with the Company's internal regulations.
- 5.2. The processing of the User's Personal Data is carried out within 10 years (but taking into account the time required for the processing of Personal Data) without the use of appropriate means of automation. Such actions with personal data, such as the use, clarification, distribution, destruction of personal data with respect to each of the Users, are carried out with the direct participation of employees.
- 5.3. The Company undertakes not to distribute the User's Personal Information.
- 5.4. The Company does not provide Personal Data to third parties, except for the cases listed below:
- The user has given his consent to this;
  - If the receipt, use and disclosure of such information is necessary for the purpose of executing judicial decisions or fulfilling the legitimate requirements of state bodies;
  - In other cases provided by applicable law.

## **6. Safety measures**

- 6.1. The Company takes necessary and sufficient organizational and technical measures to protect the User's Personal Data from unauthorized or accidental access, including unauthorized destruction, alteration, blocking, copying, distribution, as well as other types of improper use.
- 6.2. In particular, the Company is constantly improving methods of collecting, storing and processing data, including physical security measures.

## **7. Security when accepting payments**

- 7.1. The company does not store or process bank card data entered by the User during Internet acquiring.

## **8. Processing of Technical Data**

- 8.1. The Company may collect impersonal information that is not specifically related to the User, but provided to them, to improve the Company's performance.
- 8.2. While visiting the Website, technical and statistical information is collected from the standard server logs (server logs). The company gets access to the following data: the IP address of the User's device (or the proxy server, if used), the name of the ISP, the domain name, the type of browser and operating system, information about the website from which the user made the transition to the Company's website, about the pages of the Website, the date and time of these visits.
- 8.3. Cookies, as well as other technologies, such as web beacons, can be used by the Company. However, the Company does not store Personal data or passwords in cookies. The user understands that the equipment and software that he uses to visit websites on the Internet may have the function of prohibiting operations with cookies, as well as removing previously received cookies. It should be noted that some of the functions of the Website may become unavailable after disabling cookies.
- 8.4. The User understands and agrees that the Company may transfer to Yandex LLC and Google Inc information about the use of the Website by users using such counters as Yandex.Metrics, Google.Analytics. Technical parameters of the operation of the meters can be changed without notification to the User.

## **9. Liability of the Parties and Dispute Resolution**

- 9.1. The company is not liable if Personal data was disclosed with the permission of the User, or the User's data was provided to the Company by third parties.
- 9.2. Pre-trial settlement of disputes is mandatory.
- 9.3. The period for consideration of the letter of claim is 30 days from the date of receipt, if a shorter period is not provided for by the legislation of the UAE
- 9.4. All disputes are subject to review in court in accordance with the legislation of the UAE.

## **10. Final provisions**

- 10.1. This Policy is governed and interpreted in accordance with the laws of the UAE.
- 10.2. In the event that one or more of the provisions of the Policy lose their validity or are invalid or unenforceable, this does not affect the validity or applicability of the remaining provisions of the Policy.
- 10.3. Appeals, proposals and claims to the Company in connection with violations of the rights and interests of the User or third parties, as well as withdrawal of consent to the processing of Personal Data, may be sent to the contact details specified in section.

## **11. Contacts**

Stergo FZCO

License Number: 15016

Address: Dubai Silicon Oasis, DDP, Building A2, Dubai, United Arab Emirates Email:  
info@stergomedia.com