



Privacy Policy

UDS project highly appreciates its users' interests. Every decision we make, including during collection and processing of your personal data is based on this principle.

We have tried to make the Privacy Policy as clear and transparent as possible. Our objective is to make you, as UDS user, feel confident when it comes to privacy.

One more priority of UDS is to keep your confidence. The following principles shall be used to protect the privacy of your personal data.

1. Collectable personal data

UDS Privacy Policy shall apply to all UDS app users and website guests (hereinafter referred to as – the Service users). If you are concerned about the mere fact of giving us your information, the possibility of displaying this information in UDS services or use of this information by other means in accordance with this Privacy Policy and User Agreement, you are not advised to become UDS service user and visit our site.

Personal data shall be collected as follows.

1.1. Authorization and admission to services without creating account

When you create the account in UDS app, you provide us with your personal data, including your user name and password. You also may specify your phone number or e-mail address. Even if you did not sign in, you may optionally provide us with any information about yourself, e.g. e-mail address to receive news about our services.

To create UDS App account you should provide us at least with the following information: name, surname, phone, e-mail address, registration address, password. During the authorization process, you may also specify other information (e.g. gender, region, city, birth date). This additional information is used to provide the customized services, such as displaying of profiles, updates and content in your native language, recommendation of locations nearby you may be interested in. All of it can be displayed in UDS App profile available to other Users and Customers (UDS CRM System Owners). You agree that creating an account, you authorize UDS to use the data provided in accordance with the User Agreement.

If you did not sign in to the App account, we would record information that we collect via unique identifiers connected to browsers, apps and devices. This allows us to remember your configurations and other data to allow you not to enter it every time you sign in.

If you signed in, we would collect and save in the account the information that we process as personal data. Even if did not sign in to the App account, you may manage information related to your device and browser, e.g. preferences configurations.

1.2. Account data in the Backoffice.

You may add the following data to your account: phone number, e-mail address, account photo.

We also collect the content that you create, download or obtain from other users while using our product. This includes letters, photos you save, documents you create, comments etc.

We record information on browsers and devices that you use to access the App Services. This ensures operation of such functions as automated update of the App.

Moreover, we collect such data as type and configurations of the browser and devices, operational system, mobile network (including the operator's name and phone number) and the App version number. We record information on interaction of your applications, browsers and devices

with our services, including IP address, crash reports, information on activities in the system, date and time of your visit to our resource and URL from which you came (Transit URL).

We receive this data when the App from your devices uses our services, e.g. at downloading of the App from PlayMarket/AppStore or at verification for updates.

In your account configurations you may change the amount of personal data and to make amendments. Moreover, you may choose which information will be available for other App users. In your personal account of the App you can manage information related to specific products. In the account configuration you can manage your contact information, including your name, gender, e-mail address, phone number and other data.

In order to delete your account, you must access your user profile in the App and select the 'Delete Account' option. This action will result in the irrevocable removal of all personal data and any accrued bonuses.

1.3. Your geolocation data

We collect information about your geolocation when you use the App to get access to such functions as discounts in cafes and shops nearby.

We determine your geolocation with maximum precision in accordance with your device capacity with consideration of the following factors: information of the surrounding objects, GPS data, MAC address. Your geolocation data types partially depend on your device and account configurations. For instance, you may switch off or on geolocation on your smart phone or tablet, geolocations history in the account configurations.

1.4. Support service

When you apply to Support service, UDS collects data to answer your questions and improve the service quality.

When you apply to Support service, UDS collects data that helps to classify the questions and answer them, and investigate the cases of violation of the User Agreement or the present Privacy Policy, if necessary. This information shall be also used to identify potential problems, monitor tendencies and improve the quality of the support service response.

1.5. Use of UDS services

UDS collects data when you visit our website, work with UDS mobile applications and interact with ads in UDS.

UDS collects data when you use our website, UDS App. UDS collects data when you browse ads or click on them, join groups, participate in surveys, install UDS App mobile app.

1.6. Using third-party services and visiting third-party sites

UDS collects data when you use your UDS App account to sign in to other websites or other services. UDS receives information when you use your UDS account to sign in to the third-party website or third-party app.

1.7. Customization

In your personal account you may provide your consent for use of your data for more precise customization of the content, including for increase of relevancy of the search results and the recommendations shown.

You may choose which ads should be displayed in your App. In the account configurations you may edit your personal data, allow or prohibit use of your personal data to find the relevant content, and block some sources of the ads.

1.8. Log files, IP- address and information about the computer or mobile device

UDS collects data from devices and networks through which you access UDS. This information helps to improve the quality and security of Services and Products.

2. Data collection purposes

We find it necessary to notify you that for the purposes of validation of the cheques by UDS App assets, the Customers have an opportunity to integrate UDS App with external services. Thus, in case of cashless payment we, as a service, transfer further interaction to external services that may get access to you payment data. UDS service itself does not collect data on the bank cards of the Users.

UDS collects user data to make our services more handy. This allows us to determine the language of your request and also to solve more complex problems, for instance, to choose useful locations, shops, references to interesting materials automatically. Types of data that we collect depend on the way you use the App and on your account privacy configurations.

We also may receive information about you from the representatives including, but not limited to the partners who provide information on potential customers of our App, and security department officers who inform us on abuse prevention. Moreover, advertisers share with us the specific information that we need for marketing studies and display of ads.

To receive and store data we apply various technologies such as cookie-files, local data storages.

For operation of our services we use personal information of the users that allows to process your search requests. This information is also required to ensure steady operation of the services and their optimization that helps to control errors in the system.

We do not transfer your e-mail address or any other personal data (for instance, your phone number or name) for the purposes of advertising without your consent except for the cases provided for by this Privacy Policy. We use such personal data as e-mail address to contact you. For instance, we can send notifications on suspicious efforts to sign in to the account from new devices and amendments of our product. When you apply to us we save you messages to allow us to solve the problem faster. Information we collect is important to ensure our service reliability and security. Therefore, we can timely identify and block the threats in order not to allow violators to inflict harm to the App and the Users.

3. Transfer of the data to the third parties

UDS protects your personal data and provides it to the third parties only in cases provided for by this Privacy Policy:

1. upon your consent or in accordance with your instructions;
2. when it is required to execute your instructions;
3. when it is required for rendering the services to you and functionality of the services in cases specified in this Privacy Policy. For instance, we transfer your geolocation data, unique identifier to Google services when using the map provided by this service to allow Google to calculate the distance to the selected company;
4. in accordance with requirements of law;
5. and to put into effect the provisions of UDS User Agreement or to protect the rights, assets and security of UDS, Members and the public.

3.1. Purposes of the data transfer

For the purposes of study of the tendencies of our service use we may provide your personal data to other parties, such as Customers (UDS CRM System Owners), external supporting services (e.g. google maps, sdk), various social networks (for authorization), developers and right holders. Moreover, we allow special partners to collect data from your browser or device using personal cookie-files and other technologies and use it to display the recommended content and assessment of its efficiency. Such collection is subject to the Privacy Policy of every partner.

3.2 To ensure rendering of the services to you we provide your personal data to:

Customers. It is required to provide you with discounts and access to the company products. Every company registered with our system for participation in loyalty system has access to your data published in profile.

External supporting services and partners ensuring proper functioning of our services:

Geolocation data is transferred to Google services to ensure functioning of the service and formation of the route to the selected company.

To analyze data and improve our services we use such services as Google Analytics, crash services getting access to your actions that led to any consequences being analyzed. For instance, in case of unexpected error in the app we send a report on the last actions to prevent such error in future.

Social networks receive your authorization data for our App at signing in to our services with them.

To send push-notifications we use supporting services that get access to your data and send notifications to you upon your consent.

To UDS affiliates, who are not your data direct processors, if it is necessary to render the services.

To implement supporting functions such as setting of the user photo in personal account, you may download the image for the purpose of what image download service will require the access to your image library.

For more efficient rendering of the services the Customers have an opportunity to integrate cashless payment. Such payment is made via external services that may get access to your payment data.

Payment card details are stored and transmitted as per the main standards of confidentiality and security of credit and debit cards according to PCI DSS (Payment Card Industry Data Security Standard). Payment card details are not requested and are not used for any purposes not related to the payment of goods and services. Payment card details are not stored on the server.

You are obliged not to disclose the personal data of the customer or information about the payment card and transaction to anyone in any way apart from the acquiring bank and Visa / Master card payment systems or upon the request of public authorities.

Privacy policy need to include SSL, TLS or other data security, information about not keeping customer's card detail

Merchant must add the statement "merchant will not sell, purchase, provide, exchange or in any other manner disclose Account or Transaction data, or personal information of or about a Cardholder to anyone, except, it's Acquirer, Visa/Master card Corporations or in response to valid government demands.

3.3 Data provision for judicial proceedings and other cases provided for by law

UDS may provide your personal data being subpoenaed or in accordance with the requirements of other judicial proceeding and in cases when it is required for execution of the User Agreement.

There may also occur a situation when UDS shall have to disclose personal data, the information specified in the profile, and/or information about its activity as of UDS Member being subpoenaed or in accordance with the requirements of other judicial proceeding, and in cases when UDS has reasonable grounds to believe that the information disclosure is necessary to:

1. investigate, prevent or take actions against suspected or actual violations or help to state law enforcement agencies;
2. execute the terms of the User Agreement, to investigate any claims, or to accuse the third parties and to hold harmless against them or to ensure UDS security and integrity.
3. exercise or protect the rights, property or security of UDS, Members and UDS employees or others.

We may provide your personal data to legal entities and natural persons not related to UDS if we in a good faith believe that these persons are entitled to receive, use, store or disclose this information for the following reasons:

- in order to ensure compliance with the requirements of law, putting into effect judicial decisions or their enforced implementation;
- upon request of state authorities (we publish information on number and type of such requests in the Report on availability of services and data);
- if this in an enforcement procedure ensures compliance with the terms of use or in course of investigation of possible violations;
- in case of detection of fraudulent actions in order to prevent them or in case if such requests are intended to remedy technical errors or security problems;
- when they protect rights, assets or security of UDS, our users or public in accordance with the requirements of law and on the ground of powers provided by law.

If UDS is engaged in transactions for merge, absorption or sale of the assets we will continue ensure privacy of all your personal data. We will also notify all the users concerned if their personal information is transferred to the other organization or regulated by the other privacy policy.

3.4. Disclosure of information to other persons due to a change of control over UDS website or its sale.

In case of change of control or fully or partially sale of UDS, UDS may provide your data to a third party, that shall receive the right to use this information in accordance with this Privacy Policy.

UDS may also provide your personal information to a third party in case of selling UDS assets, and in case of change of control over the company or one of its Affiliates, or in course of preparation for these procedures. Any third party to whom UDS shall assign or sale its assets, shall be entitled to continue to use the personal and other data provided by you in accordance with this Privacy Policy.

4. Your personal data protection

In accordance with industrial standards UDS takes a number of efforts to protect your data.

Protection of personal data of our Users is one of our main priorities. To ensure protection and consider the requirements determined by the Regulations of the European Union under number 2016/679 dated April 27, 2016 commenced on May 25, 2018 and intended to ensure more reliable and efficient control over its data, UDS undertakes to observe the rights of all the Users in accordance with European and any other applicable laws on personal data on the ground of which UDS carries out its activity.

We take all reasonable steps to secure UDS and unauthorized efforts of access, disclosure or deletion of any data kept with us. Moreover, we take the following efforts:

- we use encryption to ensure privacy data for transfer of it;
- we apply special account security tools, for instance, such as safe preview, safety verification and two-factor authentication;
- we improve methods of data collection, storage and processing to prevent unauthorized access to our system;
- we restrict access to personal data including of our employees and impose on them strict contractual obligations violation of which provides for sanctions or dismissal.

5. Privacy Policy amendment

UDS may amend this Privacy Policy from time to time; for substantial amendments, UDS shall publish a relevant notice on the website, in applications and other services (hereinafter referred to as UDS or the Services) or otherwise notify you in order to allow you to learn about the amendments prior to continue to work with UDS. If you disagree with any amendments, you may then delete

your account. If you continue to work with UDS upon publication or delivery of notice on amendments made to this Privacy Policy, it means that you agree with the amendments made.

6. Data storage

We store and process your personal data on Servers located in different jurisdictions in EU where we have our representatives or service providers.

Accepting the terms of this Privacy Policy you accept such data transfer, processing and storage. We take all necessary steps to ensure reliable processing of your personal data in accordance with this Privacy Policy. Third parties to whom personal data may be transferred to ensure functioning of our Services that may be located in different countries, where personal data processing laws may be less strict than in your country. Personal data may from time to time be stored in other places and in such cases we guarantee that the personal data will be kept and processed with proper level of protection and security.

As for data cross-border transfer, it is made solely in accordance with the requirements of law to such jurisdictions and to such suppliers that guarantee maintenance of the personal data security level in accordance with EU requirements.

7. Cookie-files

UDS uses cookie-files to customize all UDS opportunities and to display relevant ads. UDS uses cookie-files or similar technologies, including mobile identifiers to identify your identity, optimize ease of UDS operation, boost security, analyze use of the services and display of the ads. When you visit the website, we offer you to read and accept using cookie-files by us. If you accept the banner and continue using the website, you thereby agree to place cookie-files and web beacons in your browser in accordance with this Privacy Policy.

8. Miscellaneous

UDS continuously works at improvement of the quality of Services and Products, therefore, over time new data collecting methods may be implemented. UDS preserves the right to implement new functions, some of which are used for data collection. In this case you will receive additional notice on updates being introduced.

9. Consent for personal data processing

Authorization with UDS network shall mean that you agree, that the information that you specify in your profile will be available to other Members and will be used in accordance with our Privacy Policy and the User Agreement.

When you provide your personal data to UDS at the time of creation or updating of the account and profile, you voluntarily and explicitly agree with UDS Agreement. Provision of the information to UDS, including of any information deemed to be confidential under the applicable law, shall be deemed to be voluntary. The person who registered the account shall be fully liable for its accuracy.

At the present time creating the personal account the user has unlimited list of methods of interaction with it, that is: he can amend his data, delete content and close the account.

However, the account closure does not mean its deletion and deletion of all personal data collected about the user. You are required to execute the right of the authorized user to recall prior consent through deletion of its account, the right of non-authorized user of the App or the website to delete the data by application to us via the support service or otherwise.

When you use the App without signing in to the account we offer you to accept the terms of this Privacy Policy. If you accept these terms and continue using the App you give us your consent for your personal data processing.

Information about non-authorized user may be deleted due to its identification as unique device (PC, phone etc.).

10. Messages and notifications from UDS

UDS shall interact with you by sending messages, e-mails and using other means. Thus, UDS may send you messages related to the availability of the Services and Products, security and other aspects of provision of the Services and Products.

E-mail, our website notifications, SMS may be used to contact with you.

11. Your liability for UDS Identification Number and password keeping

You shall be liable for the safety of UDS Identification Number and password that you use to access to our services. You must promptly inform us at suspicion on unauthorized use of your UDS Identification Number or password by any other persons. Since your UDS Identification Number and password are unique, you acknowledge your sole liability for partial or full use of our services using your UDS Identification Number.

12. Minors

Any person who has not attained the age of 18 is be considered as minor and has no right to participate in the marketing plan of UDS company and receive monetary compensation for recommendation of the Company services. The user shall be personally liable for violation of this provision, and for misleading the Company with regard to their age by entering false information during the authorization process.

13. Content

You shall be liable for any information published by you on our website, and this information shall be available to other Members.

If you share the content on the website or import blog or other data, you should understand that the published data can be read, collected, or used by other Members of the relevant forums, developers and third-party organizations.

UDS shall not be liable for the information that you post on these forums. The content in UDS groups may be publicly available for review and search in the Internet. Other Members may copy and use the information that you publish.

14. Member's rights and liabilities

14.1. Right to manage personal data and to close the account

You may change your data in UDS App at any time by editing your account. You may also request more information about your account, which UDS may have.

14.2. You may delete information from your account and to export it, if you need copy or want to use these data in other service.

You may delete information using the following methods:

- delete specific materials from the account using configurations;
- permanently delete your account.

Finally, our App may provide the other person with access to specific functions of your account, that can be useful, if you can not sign in to your account for any reasons.

14.3. Even if you did not sign in to your account you would to a certain extent control which your personal data we collect. Including but not limited to:

- browser configurations. For instance, you may specify that upon saving of the cookie-file notification shall appear, or to prohibit saving of the cookie-files. However, please, consider that such files are required for proper operation of the App, for instance, to allow you not to specify the language and other settings every time.

- device configurations. Your computer, smartphone or tablet may provide for its own configurations for data collecting. For instance, Android devices allow to specify how you should process your geolocation data.

14.4. You may recall your consent for personal data processing and to delete your account at any time.

14.5. You are also entitled to address the complaint on violation of your rights to us or our relevant control authority according to your place of residence.

14.6. You are entitled to provide full information on your collectable and transferable personal data.

14.7. You may ask us to transfer to the third party all your personal data, if necessary.

14.8. On extraordinary occasions, provided for by law, you are entitled to terminate processing of your personal data.

15. Member's liabilities

You must follow and execute the terms of User Agreement.

Being the Member, you have special liabilities towards other Members. Some of these liabilities shall be defined by the relevant legislation and regulations.

You must comply with all terms and conditions of this Privacy Policy, User Agreement. It is also necessary to comply with all intellectual property rights (such as trademarks or photographs) that may belong to third parties.

You shall not be entitled or otherwise distribute any information that may violate the rights of other Members or can be treated as dangerous, propagating violence, offensive, propagating racism or xenophobia, and in any way contradicting the purpose and essence of UDS.

You must keep confidential and not to disclose to the third parties your account data (e-mail address and password) used to sign in.

Failure to comply with the above stated liabilities shall lead to restriction, suspension or termination of the account operation by UDS on a unilateral basis.

16. Data persistence

UDS shall keep your data as long as your account is active or as long as it is necessary. For example, UDS may keep special information even after deletion of the account, if it is necessary to fulfill the requirements of law, to settle the dispute, to prevent fraud or abuse, and to ensure compliance with provisions of this Privacy Policy.

UDS shall keep personal data, that you provide, as long as your account exists, or as long as it is necessary to render the Services to you. UDS may keep your personal data even after deletion of the account, if it is necessary to fulfill the requirements of law, to settle the dispute, to prevent fraud or abuse, and to ensure compliance with provisions of this Policy. UDS may keep personal data within the limited period of time in accordance with the requirements of law. UDS support service may keep this information, as long as it is necessary to execute reports and analysis on operation of this service. Personal data of the users having not signed in to the account shall be stored within 12 months in order to analyze behavioral activity. In this case identification of data of such users shall be connected to the device via which the user uses the App. Personal data of such users are kept till deletion of the App.

17. Important information

17.1. Privacy Policy amendment

UDS shall notify you of any amendments to this Privacy Policy.

UDS may amend this Privacy Policy from time to time. As for substantial amendment related to personal data processing or the Privacy Policy, you may learn about it on the official website. It is advised to review the introduced amendments carefully. If you do not accept any of the amendments and do not want further to use UDS App, you should delete your account. Unless stated otherwise, this Privacy Policy shall be applied to all data about you and your account, available to UDS.

17.2. Liability and Notice of violation

UDS is seriously concerned with security and privacy matters, however, remember that the Internet is an insecure environment, take care and use strong passwords. There is no guarantee that

the information will not be reviewed, disclosed, amended or destroyed due to refusal or overcoming of any physical, technical or administrative safeguards. You shall be liable for security of your account data. E-mails, instant messages and similar means of communication with other UDS Members are not encrypted, therefore, it is advised not to send confidential information using them. It is recommended to use a strong password to ensure the account security. We take care of your personal data, therefore, in case of personal data leakage we by virtue of the applicable regulations notify the control authorities within 72 hours. In such situation you also shall be notified of it immediately.