TERMS OF USE

Valid as of 8 July 2019, version 1.0

1. PURPOSE AND SCOPE OF TERMS

1.1. UAB "IT Solutions", company code: 300899746, company registered address: Dariaus ir Gireno str. 149, Vilnius, Lithuania ("**Privasfer**") is the administrator of website www.privasfer.com and offers secure online file transfer, reception, organisation and storage as well as other services under various free of charge and paid Service plans via www.privasfer.com website (provided as software as a service application), Privasfer application programming interface integrated in a third party software and/or, when applicable, through a mobile application ("**Services**"). Privasfer application programming interface allows to integrate Services into compatible User's software systems, such as CRM, web stores, websites and other business software and to benefit from safely transferring and receiving data. As such, the terms of the third party governing the use of such third-party software may apply to the User in addition to these Terms. Privasfer application programming interface integration instructions and compactivity requirements are provided on www.privasfer.com.

1.2. Services offer Privasfer account owner, manager and/or user (natural and/or legal persons) to transfer or receive files, information, messages and other digital content ("**Content**") online.

1.3. These Terms of Use ("**Terms**") constitute a legally binding agreement upon Privasfer and Privasfer account owner, manager and/or user (all together – "**Users**") while delivering and using Services. By using Services User agrees and accepts these Terms as well as other rules governing the provision of Services available at www.privasfer.com. These Terms supersede all prior oral and written agreements, if any, existing in between user of Privasfer services and Privasfer.

1.4. If Services include, are used in connection with or are integrated in the services of third parties, the terms and conditions and/or privacy and cookie policies as well as other rules of those third-party services may apply to the User in addition to these Terms. Privasfer engage the following service providers for Service delivery: "Digital Ocean S3" (for Content storage, more information available under: https://www.digitalocean.com/legal/terms-of-service-agreement/ ; https://www.digitalocean.com/legal/privacy-policy/), "Vertexsms" (PIN code SMS meesaging service, more information available under https://vertexsms.com/termsofuse/), "Sendinblue" (emailing service provider for messaging about received files, password change, etc., more information available under: https://www.sendinblue.com/legal/termsofuse/). Privasfer account owner or manager can choose to integrate some of Privasfer Services with "Google" and "Dropbox" account and thus be bound by terms of these service providers.

2. GENERAL PROVISIONS

2.1. In order to use Services, User has to create an account on the website www.privasfer.com ("**Privasfer account**") and provide Privasfer with User's email address and other data. For more information on Users personal data processing please check Privasfer Privacy Policy ("**Privacy Policy**"). In cases where provisions of the Terms contradict Privacy Policy, specific provisions regarding personal data processing of Privacy Policy prevail.

2.2. Service Users may be natural persons, using Privasfer services for their personal or business purposes as well as legal entities. User may have one the following status in relation to the Privasfer account:

2.2.1. Privasfer account **owner** may create the account, add account managers and users, set and modify settings of the account, authorise account managers and users to use Privasfer account, choose paid Service subscription or free of charge Services, access all data shared via Privasfer account the owner has created, can choose to integrate some of Privasfer Services with "Google" and "Dropbox" account;

2.2.2. Privasfer account **manager** may set and modify settings of the account, add account users, authorise account managers and users to use Privasfer account, choose paid Service subscription or free of charge Services, access all data shared via Privasfer account the owner has created, can choose to integrate some of Privasfer Services with "Google" and "Dropbox" account;

2.2.3. Privasfer account **user** may connect to the account and send/receive Content through Services, access Content shared with and by the particular account user.

2.3. Instruction on Prisvasfer account setup, User's PIN code creation, how to send secure mail, how to unlock encrypted files and how to use Privasfer application programming interface and other as applicable are available at section "Docs" of www.privasfer.com.

2.4. The User is allowed to use free of charge Services when aged 16 and over unless applicable local laws require otherwise. When User is older than 16 years old but younger than 18 years old, the User may use Services only with parental or legal guardian consent. Upon Privasfer request User aged between 14 and 18 years old will provide Privasfer the parent or legal custodian consent to use Services. Minors under the age of 16 are not allowed to use Services. By using Services, User warrants that he or she is of the required age, that he or she complies with local legal age requirements for Service use and that he or she has acquired all required third party (e.g. of parents, legal guardian) consents for Service use.

3. **PRIVASFER SERVICES**

3.1. To transfer Content via Services the User must first upload the Content on Privasfer account and to specify recipient's email address (and, in case of paid Services, mobile telephone number) to distribute a link for Content download.

3.2. Privasfer limits the maximum allowed size for Content transfer and storage on Privasfer account as well as the maximum duration of Content storage on Privasfer account. The limits depend on Service plan used by the User. The Content size and storage duration limits are specified along with the description of Service plan on www.privasfer.com.

3.3. Content is stored on Privasfer servers which are located in jurisdiction chosen by Privasfer. Privasfer may unilaterally change the storage server or its location without any authorisation or consent from the User. User will be notified about the change of Content storage location via change of Terms or Privacy Policy.

3.4. The data and accompanying messages transferred by using Services are encrypted at transit and at rest with the state-of-the art algorithm. Once Content and recipient's requisites are uploaded, the recipient receives an e-mail notification. The key which unlocks the encrypted Content is send to a recipient by a separate e-mail (in case of paid Services - for additional, increased security, the key could be sent to the recipient by a text message (SMS)). The recipient can download the files to personal device by using the key. If Content recipient is a Privasfer account holder, the secret key is not sent. In this case the recipient can unlock the received files online using a set PIN code. The recipient and the sender are mutually responsible for the confidentiality and/or the distribution of PIN and key used to open shared files.

3.5. User may delete Content from the Privasfer account. When User sending Content deletes it from the Privasfer account, this data will be automatically deleted from the account of the Content recipient. Whenever the Content recipient deletes received data/files, such data/files will still remain in the account of the sender.

3.6. Privasfer automatically deletes Content on Privasfer account after the expiry of Content Storage term which depends on the Service plan used. Content is retained for:

3.6.1. in case free of charge Service plan is used - for 30 days after the data transfer via the Privasfer account;

3.6.2. in case paid Service plan is used – while the User keeps paid Service subscription plan active, the Content is stored until User decides to delete files from the Privasfer account, to delete Privasfer Service or account or until the expiry date set manually by the User (i.e. Privasfer account owner or manager with paid Service subscription plan may set the term for automatic data deletion from the Privasfer account).

3.7. After the expiry of the abovementioned Content storage period Privasfer will permanently delete the uploaded Content. These files will not be no longer available nor retrievable.

3.8. Privasfer ensures confidentiality of the Content at rest and in transit while the Content is on Privasfer systems. Privasfer is not in the position to control the use of Content download link once it is distributed to the Content recipient. Recipients can forward the link and code/PIN to allow third persons to access Content them. User is responsible for any activity from or by account, so User should not share Privasfer account password and should protect it carefully. Privasfer is not liable if encrypted Content cannot be decrypted due to password loss. It is strongly recommended that users keep backups of any content on their own systems.

3.9. Privasfer does not automatically delete Privasfer account after the expiry of paid Service plan. In such case the Privasfer account turns automatically into the account with functionality of the unpaid Privasfer account.

3.10. Any content included on www.privasfer.com website or in the notices / messages send to users by Privasfer is owned by or licensed to Privasfer and can only be used with express prior written permission from Privasfer. Although care and attention are devoted to the content of Privasfer notices sent or information provided on www.privasfer.com, Privasfer cannot warrant that the information is complete and accurate.

3.11. Privasfer does not acquire any ownership of the Content that User uploads, stores, receives or transfers while using Services. The User remains sole owner of the Content and responsible for its legality. By using the Services, the User grants Privasfer unlimited, nonexclusive, worldwide, royalty-free, sublicensable, transferable and assignable license to use, store, index, reproduce (for purpose of back up), communicate via internet the Content, including any intellectual property rights related thereto, to an extent required for Privasfer to duly deliver of Privasfer Services until the Content is deleted from the Services. User warrants that all required permissions, licences and authorisations (including from intellectual property rights owners to use intellectual property incorporated in the Content, from commercial or trade secret data owners to use such data, from data subjects or other appropriate legal basis to process personal data incorporated in the Content) are possessed in order to transfer, receive store, organise or otherwise use Content while using Services.

3.12. All intellectual property rights and/or similar rights on the Privasfer Services (including the software, design, texts, trademarks, trade names, domain names, copyrights and patents, if any) are vested in Privasfer and/or its licensors and Users are not allowed to use, remove, modify, copy, distribute, decompile, or reverse engineer any of it in any way. Users ensures that use of the Privasfer services will in no way prejudice any rights and reputation of Privasfer and its licensors.

3.13. The Content is encrypted and is not accessible to Privasfer, including but not limited to authorised Privasfer administrators responsible for the proper functioning of the website www.privasfer.com. Encrypted Content cannot be decrypted or inverted by Privasfer. Content can only be decrypted by recipient User by opening the received Content via User's account or with a provided decryption key. Content is accessible by Privasfer account user (recipient and sender) to the extent they have been granted access rights by Privasfer account owner or manager.

3.14. Privasfer may show Service advertising from advertisers selected by Privasfer to Users on website www.privasfer.com and/or Privasfer application programming interface as well as, when applicable, on a mobile application when this is compliant with applicable laws.

3.15.   In addition, User undertakes not to:

3.15.1. abuse, harass, stalk, intimidate, threaten, commit violence, or otherwise act unlawful, or encourage anyone else to do so;

3.15.2. impersonate or falsely pretend affiliation with any person or entity;

3.15.3. interfere with any access or Service use restrictions;

3.15.4. use any data mining or data gathering or extraction methods, or otherwise collect information about the Users;

3.15.5. use Services for sending software viruses or other malware, spam or advertisements of any kind and for any purpose;

3.15.6. interfere with, damage or disrupt the Services or act in a way that may do so;

3.15.7. attempt to probe, scan, compromise or test the vulnerability of Services, system or network or breach any security or authentication;

3.15.8. reverse engineer or decompile any (part) of Services;

3.15.9. commercialise Services without Privasfer permission;

3.15.10. allow others to use Privasfer account allocated to them, except to authorise account managers and account users; and/or

3.15.11. upload, store and/or transfer Content which is illegal under any laws applicable to the User;

3.15.12. to use Services to commit, promote, enable or facilitate any unlawful or criminal acts or breach of these Terms or facilitate or promote others to do so. As a condition to use Services, User agrees not to create, use, store or share any Content that:

   3.15.12.1. features sexual abuse imagery;

   3.15.12.2. is obscene, defamatory, libellous, slanderous, profane, indecent, discriminating, threatening, abusive, harmful, lewd, vulgar, or unlawful;

   3.15.12.3. promotes racism, violence or hatred;

   3.15.12.4. is factually inaccurate, false, misleading, misrepresenting or deceptive;

   3.15.12.5. user don't hold the rights to;

   3.15.12.6. infringes, violates or misappropriates intellectual property rights, privacy rights, including data protection rights, and/or any other kind of rights;

   3.15.12.7. infringes on or violates any applicable law or regulation; and/or

   3.15.12.8. constitutes 'hate speech', whether directed at an individual or a group, and whether based upon the race, sex, creed, national origin, religious affiliation, sexual orientation, language or another characteristic of such individual or group.

3.16. Privasfer reserves right without notice or liability to:

   3.16.1. limit access to or eliminate any features or functionality of the Services;

   3.16.2. to suspend the provision of Services (or any part of it), to restrict temporarily or permanently access to or to delete the Content and/or Privasfer account of a particular User(s) if:

      3.16.2.1. the User fails to timely pay any amount owed to Privasfer;

      3.16.2.2. the User breaches any provision of these Terms or rules referred to in these Terms;

      3.16.2.3. Privasfer has reason to believe that the User uses Services in breach of any applicable law or regulation;

      3.16.2.4. Privasfer is requested or directed to do so by any competent court of law, government authority, public agency, or law enforcement agency; or

3.16.2.5. if, in its sole discretion, Privasfer believes that continued use of the Privasfer services by User creates legal risk for Privasfer or presents a threat to the security of Services or other Users.

3.17. Privasfer will use commercially reasonable efforts to notify User prior to any such suspension or restriction of Privasfer service or account or any part of it, unless Privasfer reasonably believes that:

3.17.1. Privasfer is prohibited from doing so under applicable law; or

3.17.2. it is necessary to delay notice in order to prevent damage to the Services or a third party. If notice is delayed, Privasfer will provide the notice if and when the related restrictions in the previous sentence no longer apply.

3.18. If Services or Privasfer account is suspended in accordance with Terms, the User remains responsible and liable for all fees and charges in relation to Services, which have incurred up to the date of suspension or restriction as well as for any fees for any Service to which User continue to have access. As a result of suspension, Content will not be deleted unless specified otherwise in these Terms or user explicitly requests their deletion.

3.19. User may elect to terminate free Privasfer account via Privasfer settings. As a result the termination of the Privasfer account, Privasfer will delete all Content on the account and the account.

3.20. Whenever Privasfer require User to provide User's data such as User's email address, password and/or payment details, the User ensures that these are accurate and up-to-date at all time.

3.21. Should registration or account data appear to be misused, Privasfer reserves the right to suspend the account.

4.   PAID SERVICES AND PAYMENT CONDITIONS

4.1. The basic functionality of Privasfer file transfer is free of charge. Privasfer offers additional Service functionality for a fee. Paid Service subscription plans vary and offer diverging set of premium Services. Paid Service subscription plan terms are available at the section "Pricing" of www.privasfer.com.

4.2. Upon clicking respective "Order and Pay" button provided at the section "Pricing" of www.privasfer.com Privasfer account owner and/or manager acknowledges being aware of and undertakes to be bound by respective paid Service subscription terms.

4.3. By clicking "Order and Pay" Privasfer account owner and/or manager (which is consumer) ackniowledges and agrees:

4.3.1. Entering into an consumer distant sales agreement for digital content delivery with Privasfer for provision of digital Services under the terms and conditions mentioned in these Terms;

4.3.2. agrees to pay for Services;

4.3.3. acknowledges and consents that if Services have been started to be used (files transfered with Privasfer) within 14 calendar days after paid Service subscription was ordered, the User has waived the right to cancel the paid Servce subscription and reimburse subscription fee.

4.4. As a result of European Union consumer protection regulations, being a party to distant sales agreement for digital content delivery the User (who is a consumer and orders Services for personal and not business purposes) has the right to cancel the paid Service subscription (and to reimburse the paid subscription fee) during the first 14 days after ordering paid Service subscription, unless User starts using Services during this period whereby User is deemed to have waived the right to cancel the paid Service subscription.

4.5. The User may cancel the paid Service subscription via Privasfer account settings before the end of its then current subscription period. In this case, user's subscription will not be renewed. If User cancels paid Service subscription until the end of paid subscription period, the User will be able to use paid Service subscription functionality until the end of that particular subscription period. User is not entitled

to reimbursement in part or in full of the subscription fee, unless local mandatory law obliges Privasfer to do so.

4.6. The agreement for paid Service delivery is concluded once the User clicks "Order and Pay" button available at the paid Service subscription section. Paid subscription Service functionality is activated once the paid Service subscription plan has been ordered and monthly subscription fee is credited from User to Privasfer bank account. Unless Privasfer account owner and/or manager cancels the subscription via www.privasfer.com account settings before the last day of subscription (renewal of subscription) as per item 4.5 of the Terms, paid Service subscription is automatically renewed for a next period of one month following the last day of paid Service subscription. The number of such automatic renewals is unlimited.

4.7. User will be notified via email about the monthly subscription payment credited from User's bank account via email. All Privasfer invoices issued to a particular User will be available to the User in Privasfer account section "Invoices".

4.8. Privasfer may introduce new or change existing fees for Services and will give Service Users an advance notice to that end. If 1) the duration for which the subscription monthly fee had been paid has not expired by the time Privasfer notifies the price change to the User and 2) the User has not cancelled the paid Service subscription following the notification of new or amended fees and 3) the User continuous to use paid subscription Services after the expiry of the last paid subscription period has expired, the User will be deemed to have accepted and bound by (and subsequently will be credited in the amount of) the new Service fees once the last paid subscription period has expired. If the User does not agree with the notified price change, such User must cancel his/her subscription of paid Services and stop using such paid Privasfer services by the end of the then-current Privasfer paid subscription Service term (item 4.5 of the Terms apply).

4.9. The payment service provider may charge User certain fees on top of the Privasfer paid Service subscription fees to process User's payment. User is advised to check payment service provider "Cardinity" terms and conditions and privacy policy for more information on their fees and other service terms. User credit card data and payment data are stored and processed by "Cardinity" systems. Privasfer accepts following debit and credit cards: Visa, MasterCard, Maestro.

4.10. Privasfer will terminate paid Service delivery to the User when 1) the User decides to cancel the paid subscription and 2) payment has not been duly processed (e.g. insufficient funds in or expiration of the User bank account, User has changed its bank account).

4.11. Termination of paid Service delivery or Privasfer account suspension for any reason mentioned in the Terms will result in a loss of access to the respective Privasfer account (or part of its functionality) as well as to data on such an account and, following the expiry of data retention terms, the loss of User's Content on the Privasfer account.

4.12. Following termination of paid Service delivery for any reason mentioned in these Terms by Privasfer Privasfer account will not be deactivated. The functionality of such Privasfer account will automatically switch to functionality of the free of charge Privasfer Service account. User will still have access to the Privasfer account. Data on the account will remain accessible until the expiry of data retention term. User can reactivate subscription at any time by ordering paid Service subscription.

5. LIABILITY

5.1. To the maximum extent allowed by applicable law, Privasfer is not liable to User or any third party for any damages arising out of or in relation to:

5.1.1. the illegality (according to applicable and local laws) of Content transferred, received, stored by User while using Services;

5.1.2. deletion by Privasfer of the Content after expiry of Content retention period or loss of access to the account suspension, restriction or deletion of the account pursuant to the Terms;

5.1.3. failure to provide correct and accurate information when using Services (e.g. to provide precise recipient contact requisites);

5.1.4. the infringement of these Terms by the User;

5.1.5. incomplete or inaccurate information on www.privasfer.com or Privasfer notices sent to User;

5.1.6. integration process or use of Privasfer application programming interface integration in to User's software;

5.1.7. User's computer system, mobile device or software occurred as a result of use of the Services;

5.1.8. Failure by Privasfer to store, transfer or delete a file or for the corruption or loss of any data, information or Content;

5.1.9. third-party services used in relation to Services disregarding the fact whether such third persons are mentioned in these Terms and/or references to particular rules are included in these Terms or not;

5.1.10. caused by Privasfer negligence or any lost profits, revenues, or business opportunities, loss of use, loss of data, loss of confidential or other information, business interruption and any other direct, indirect, special, incidental, criminal, subsequent or consequential damages whatsoever, whether based on contract, tort, negligence, product liability or otherwise, arising out of or in any way related to the use of or inability to use Service, regardless whether Privasfer has been advised or should have had knowledge of the possibility of such damages;

5.1.11. use of Services, including any (temporary) unavailability or (accidental) removal of user's Content or account;

5.1.12. for third party content published within the Privasfer Services, in links to external websites or the Content, products or services offered on external websites;

5.1.13. User transferring the Content to incorrect recipients (providing incorrect recipient contact data to Privasfer) also for mishandling Content access PIN codes, passwords or links by the recipient.

5.2. To the maximum extent permitted by applicable law, Privasfer:

5.2.1. provides Service without express or implied warranty of any kind to the User. The User uses Service at your own risk;

5.2.2. disclaims any warranty of merchantability, fitness for a particular purpose or non-infringement or any warranty that the Privasfer service are of any particular quality or purpose;

5.2.3. disclaims any warranty that Services are available on an uninterrupted, secure or error-free basis.

5.3. User agrees that the sole and exclusive remedy for unsatisfactory Service shall be termination of Service. Notwithstanding anything to the contrary in these Terms, the aggregate liability of Privasfer for all claims relating to Service is limited to the amounts paid by User to Privasfer with respect to User's subscription for the last month of Service in question prior to the first event or occurrence giving rise to such liability.

5.4. User will defend, indemnify and hold harmless Privasfer from and against any claims, incidents, liabilities, procedures, damages, losses and expenses (including legal and accounting fees), arising out of or in any way connected with User's access to or use of Services or User's breach of these Terms, including any third party claims that Content transferred, received, stored while using Services, infringe any third party rights.

5.5. Services may provide integration with third-party services. User acknowledge that:

5.5.1. Privasfer is not responsible for any acts or omissions of such third-party services;

5.5.2. Privasfer is not an agent of such third-party services; and

5.5.3. use of those services is subject to any applicable terms and conditions between user and the providers of such services.

5.6. Privasfer reserves the right to investigate, provide access to Content to law enforcement authorities, temporarily restrict access to and/or permanently delete, without prior notice or liability, any Content and/or accounts, any part of Services, when Privasfer ascertains that user breaches these Terms or acts in violation of any applicable law or regulation.

6. MISCELLANEOUS

6.1. Privasfer may terminate the agreement on provision of Privasfer services immediately on notice to User if:

6.1.1. user fails to timely pay any amount owed to Privasfer; or

6.1.2. Privasfer reasonably believes that the Privasfer services are being used by the User in violation of applicable law, or

6.1.3. continued use of the Privasfer services by User creates legal risk for Privasfer or presents a threat to the security of the Privasfer services or other Users; or

6.1.4. User breaches any provision of these Terms or the documents referred to in these Terms.

6.2. Privasfer's failure to enforce a provision is not a waiver of its right to do so later.

6.3. If any (part of a) provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

6.4. User may not assign any of User's rights under these Terms. Privasfer is at any time entitled to assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with Services without User's consent or any other restriction.

6.5. These Terms and any non-contractual obligations arising out of or in connection with it will be governed by the law of the Republic of Lithuania (with the exception to Lithuanian private international law), taking account of applicable compulsory provisions arising from local laws of User jurisdiction (e.g. local consumer protection or laws).

6.6. User and Privasfer shall resolve their conflicts by way of negotiations. Failing to agree during negotiations any disputes relating to or arising from these Terms will be submitted to the exclusive jurisdiction of the competent court in the Republic of Lithuania unless mandatory legal acts establish otherwise. Privasfer reserves the right to choose to resolve the dispute in the competent court of User's jurisdiction.

6.7. User may deliver a complaint to Privasfer when User has reasonable ground to believe that Privasfer has infringed these Terms or other consumer rights of User. Privasfer will investigate such User's compliant pursuant to the order prescribed by applicable law. User may also resort to available pre-court consumer dispute settlement, should these be available under applicable law.

6.8. Unless applicable laws require otherwise, Privasfer does not accept and investigate complaints of Users or third parties alleging that another User or third party has infringed their rights (e.g. complaints regarding illicit Content or illicit use thereof in relation to Service use). Privasfer is not in the position to access the Content or to thoroughly investigate such complaints, thus, advises any person or organization to report the alleged User or third-party misconduct to law enforcement agency or to resort to civil procedures available to such User or third party under applicable local laws. Privasfer aims to comply with any law enforcement agency or court order or requests. Upon reception of such a request, Privasfer may upon its sole discretion decide to report a matter to competent authorities, to examine the

matter and/or to disclose transferred Content to competent governmental authority or court as may be prescribed by applicable law.

6.9.   Privasfer can occasionally update these Terms and change paid subscription Service fees to reflect changes in Privasfer practices and Services. The amended Terms will become effective upon them being posted on www.privasfer.com, or at such later date as may be stated on the amended Terms. Therefore, we recommend that users review the Terms from time to time and take note of any changes. By continuing to use Services Users accept the amended Terms. In case of material changes to the Terms, Users will be informed prior to the change:

6.9.1.   at the moment user uses the Services, or

6.9.2.   by a message via contact details User has provided Privasfer by the User, or

6.9.3.   by posting of the notice of the Terms change on www.privasfer.com.

6.10. To the maximum extent allowed by applicable law Privasfer may unilaterally in its own discretion without notification change to the User, terminate or expand Services and/or Terms. In the event User doesn't accept a change of the Terms, the User must suspend use of Services and/or delete Privasfer account. Continuous use of Services by the User following the change of the Terms and/or Privacy Policy will be deemed to be an acceptance of the Terms and/or Privacy Policy as amended. Should the User use paid Service plan, the amendment of Terms shall come into force as of the next Service plan payment period for that particular User.

6.11. If you have questions about the terms or Services, please contact Privasfer at policy@privasfer.com or phone 852030089. Our preferred languages for communication with clients are English and Lithuanian.

PRIVACY POLICY

Valid as of 8 July 2019, version 1.0

1. PURPOSE AND SCOPE OF PRIVACY POLICY

1.1. This privacy policy ("**Privacy Policy**") documents principles followed by Privasfer when processing Personal Data and provides general Processing information to Privasfer users so contributing to Privasfer compliance with the General Data Protection Regulation and other applicable data privacy legislation.

1.2. The Privacy Policy applies to the Processing performed during the delivery of Privasfer services provided online via www.privasfer.com website (software as a service) application and application programming interface integrated in a third party software as well as, when applicable, through a mobile application ("**Services**").

1.3. Services offer Privasfer account owner, manager and/or user (natural and/or legal persons) to transfer or receive digital files, information, messages or other digital content ("**Content**") online.

1.4. By using Services, you as Privasfer account owner, manager and/or user agree to be legally bound by this Privacy Policy.

1.5. The Privacy Policy also applies to Privasfer, its employees, associated contractors and third-party service providers, unless otherwise stated in this Privacy Policy or in the applicable privacy rules of contracted service providers (references to such rules might be included in this Privacy Policy, however, Privasfer has no obligation to include all the references).

1.6. Due to the global reach of Privasfer operations applicable data protection regulations vary. Privasfer aims to follow the country specific Personal Data protection regulations and in case of discrepancies or inconsistencies between particular local data privacy requirement and this Privacy Policy aims to adhere to the requirement which is more stringent.

2. DEFINITIONS

2.1. Definitions in this Privacy Policy have the following meanings:

2.1.1. "**Controller**" – Personal Data controller as defined in the GDPR, which, alone or jointly with others, determines the purposes and means of Data Processing.

2.1.2. "**Data Processing**" or "**Processing**" - means any automated or non-automated operation performed with regard to Personal Data, e.g. collection, recording, organization, structuring, storage, adaptation or alteration, consultation, use, disclosure, restriction, erasure or destruction.

2.1.3. "**Data Subject**" – means any natural person who is identified or whose identity is directly or indirectly identifiable and whose Personal Data is being processed by Privasfer Services while delivering Services or by Privasfer account owners, managers and/or users while using Services.

2.1.4. "**GDPR**" – means the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

2.1.5. "**Personal Data**" - means any information processed in the course of Service delivery in Privasfer systems about a Data Subject.

2.1.6. "**Privasfer**" is website www.privasfer.com administrator delivering Services - UAB "IT Solutions", company code: 300899746, company registered address: Dariaus ir Gireno str. 149, Vilnius, Lithuania.

2.1.7. "**Processor**" – means any natural or legal person which processes Personal Data on behalf of and under instructions of the Controller.

2.1.8. "**Supervisory Authority**" – means a public authority of the Republic of Lithuania established to supervise data privacy compliance as well as to perform other rights and duties stated in the GDPR. When applicable, the lead Supervisory Authority for Privasfer will be the State Data Protection Inspectorate of the Republic of Lithuania (https://vdai.lrv.lt/).

3. GENERAL PROVISIONS ON DATA PROCESSING

3.1. Privasfer acts in the role of Processor to Privasfer account owner (manager or user, as assigned representatives of the owner) when they upload, store, transfer or receive Personal Data through Privasfer Services. By using Privasfer Services and accepting this Privacy Policy Privasfer account owner (manager or user, as assigned representatives of the owner) is also considered concluding a Personal Data processing agreement with Privasfer under the terms of this Privacy Policy. If Privasfer account owner (manager or user, as assigned representatives of the owner) uses Privasfer account essentially for Personal Data transfers, Privasfer account owner (manager or user, as assigned representatives of the owner) may request for separate Personal Data processing agreement from Privasfer by sending an email to policy@privasfer.com. Privasfer acts as an independent Controller when Processing Personal Data of Privasfer account owner, manager or user to the extent needed to identify and maintain the Privasfer account as well as when Processing Personal Data for purposes mentioned in items 5.2.2.-5.2.5. of this Privacy Policy.

3.2. When Processing Personal Data, Privasfer complies with GDPR principles: purpose limitation (Data Processing only in a manner that is compatible with the purposes originally determined); data minimization (Processing limited to Personal Data which is needed for particular purposes); lawfulness, fairness, transparency, accuracy of Data Processing; storage limitation (Personal Data retained for no longer than necessary for particular Data Processing purpose); Personal Data integrity, confidentiality; accountability (Privasfer shall be able to demonstrate compliance with its obligations); protection of Personal Data by default and by design.

3.3. Employees and/or contractors of Privasfer undertake to comply with principles of Privacy Policy and confidentiality for Processing activities. Personal Data may be processed by Privasfer employees and/or contractors strictly to the extent needed for due Service delivery.

3.4. Privasfer commits to confidentiality of Personal Data Processing unless according to the applicable legal acts: such information is or ought to be public, or the Data Subject has consented to particular Personal Data publication or disclosure, or where necessary for the prevention of criminal or other illegal acts, as well as in other cases defined by applicable laws.

3.5. Privasfer platform is designed for transfers of Personal Data, including special categories thereof, e.g. criminal records, health information, membership in trade unions, etc.

3.6. Personal data will be processed via automatic means. Non-automatic Personal Data Processing may be performed in exceptional circumstances (e.g. communication with regulatory authorities regarding Personal Data transfers on Privasfer).

3.7. Privasfer implements Privacy Policy by establishing appropriate technical and organizational measures and by monitoring compliance of Processing activities with it. Privasfer implements all appropriate technical and organizational measures to ensure Personal Data protection is embedded in Personal Data Processing, to meet requirements of the GDPR and to protect Data Subjects rights.

3.8. On upload, at rest and on download, Privasfer keeps the content of Privasfer account owner, manager or user encrypted with state-of-the-art algorithm (AES-256-CBC) and uses a secure internet connection

(SSL) to that end. Privasfer uses GDPR compliant and secure servers to store Personal Data. 2-factor (password and user IP address) account access verification is applied – Privasfer account may not be accessed from an IP address which was not previously used for user verification by the same web browser). Privasfer performs regular risk assessment and respectively updates its security measures.

3.9. By using Privasfer Services Privasfer account owner, manager and/or user confirms and undertakes to be solely and individually liable for the legality of the Content and of Personal Data Processing via Privasfer account. In particular, Privasfer account owner, manager and/or user must possess legal basis for respective Personal Data transfer and must have independently notified respective Data Subjects in advance to their Personal Data Processing according to this Privacy Policy. Privasfer as a Service provider is not able to verify whether data transferred via Privasfer involves personal Data. As such, Privasfer excludes its liability for: 1) Personal Data Processing by Privasfer account owner, manager or user without having a proper legal basis; 2) notifying Data Subjects whose Personal Data is incorporated in the Content processed by Privasfer account owner, manager and/or user while using Services.

4. INFORMATION ON PRIVASFER DATA PROCESSING

4.1. The section describes how Privasfer processes Personal Data in the course of Service delivery.

4.2. Privasfer processes Personal Data for the following **Processing purposes**:

   4.2.1. to deliver Services and their technical support as defined in Privasfer Terms and conditions available on www.privasfer.com and this Privacy Policy;

   4.2.2. to perform accounting and billing activities;

   4.2.3. to ensure Privasfer Service security and compliance with applicable legal and regulatory requirements. On exceptional situations Processing of Personal Data may be needed for Privasfer to verify reasonable suspicion of or to react to the infringement of Privasfer Terms and condition or this Privacy Policy, to ensure continuity and safety of Privasfer Services, to report to or to comply with the request of law enforcement or regulatory agency;

   4.2.4. to market and advertise Services, including newly developed Services similar to the ones already provided, including by using cookies;

   4.2.5. to enforce Privasfer legal rights in relation to or as a result of use of Services. Privasfer rights and obligations are prescribed by Privasfer Terms and conditions, Privacy Policy or applicable laws. Personal data may be used to prevent, launch or rebut legal claims of or against Privacy account owner, manager, user or other third party or following a court or other governmental authority order.

4.3. Privasfer Service development and Service analytics are conducted based on statistical data and do not involve Personal Data Processing.

4.4. Privasfer invokes the following **legal basis for Personal Data Processing**:

   4.4.1. for the purpose specified under Privacy policy item 4.2.1.: 1) whenever natural person is the owner.manager/user of the Privasfer account and transfers its own Personal Data, such Personal Data is processed under the legal basis of contractual necessity (in order to execute the contract concluded with the Data Subject); 2) whenever the Privasfer account is used to transfer Personal Data of other Data Subjects other than the owner/manager/user of the particular Privasfer account so used, Personal Data is processed for Privasfer legitimate interest (to deliver and develop Privasfer services);

   4.4.2. for the purpose specified under Privacy policy item 4.2.4. Data Subject consent may be required. Consent may also be collected to use certain cookies on the device. Data Subject will be given an opportunity to provide informed, active and unambiguous consent via automated means (e.g. via Privasfer platform or email);

4.4.3. for the purpose specified under Privacy policy item 4.2.3. and 4.2.5. Privasfer may invoke Privasfer legitimate interest to ensure security of Services and to enforce its rights. When Privasfer uses Personal Data based on Privasfer or a third party's legitimate interest, Privasfer will make sure to balance Data Subject's rights and freedoms against said legitimate interest. If, to the extent applicable, Data Subject wishes to object to the activities based on Privasfer legitimate interest and there's no opt-out available in the registered account settings or received communication, please contact Privasfer via email policy@privasfer.com in order to object data processing;

4.4.4. for the purpose specified under Privacy policy item 4.2.2. Privasfer will process Personal Data as required by law;

4.4.5. Privasfer may invoke other legal basis as may be appropriate and following due notification to the Data Subject and/or Privasfer account owner, manager or user.

4.5. Privasfer processes Personal Data of the following **Data Subjects**: 1) Privasfer account owner, manager and/or user; 2) Data Subjects whose Personal data is incorporated in the Content and provided by Privasfer account owner, manager and/or user.

4.6. Different **types of Personal Data** are processed when delivering Service and depends on the way and type Services are used:

4.6.1. Personal data processed when Privasfer is used without creating an account: email address, telephone number, PIN code (stored in encrypted format);

4.6.2. Account and account access information when non-chargeable Service plan is used: email address, telephone number, password/PIN code (stored in encrypted format), team profile information (team name, email address, IP address, country, name of team members, role and actions taken), timezone, email verification data, notification/announcement data, account preferences set by the account owner/manager, files count, storage space count, API requests count (no other API data is collected), account owner/manager/user photo (if uploaded);

4.6.3. Account and account access information when chargeable Service plan is used: email address, telephone number, password/PIN code (stored in encrypted format), team profile information (team name, email address, IP address, VAT ID, country, name of team members, role and actions taken), invoice data (creation date, amount, actions taken), credit card requisites (holder name and surname, processed only to the extent they are needed to transfer to payment service provided Cardinity (stored only until their transfer to Cardinity); timezone, email verification data, notification/announcement data, account preferences set by the account owner/manager, files count, storage count, API requests count (no other API data is collected), type of Service plan ordered, Service plan expiry date, automatic data deletion term, account owner/manager/user photo (if uploaded);

4.6.4. Content and metadata: filename, size of transferred files, filetype, date of the sent/received file or message sent along with the file transfer; action taken in relation to the sent/received file or sent message; sender and recipient email addresses, transfer message subject and message content; attachments sent; integration keys (if "Dropbox" or "Digital Ocean S3 Spaces" are added by Privasfer account owner/manager).

4.7. Privasfer account owner, manager and/or user determines the type of information to upload, send, share and whether data includes Personal Data.

4.8. **Access rights**. Privasfer manage and control access rights to Privasfer account as follows:

4.8.1. Limited number of authorised system administrator may access identity of Privasfer account owner, manager and/or user, may block upon due cause Privasfer account, may review ordered paid Service plans. Privasfer controls and supervises Privasfer system administrator activity. The Content cannot be accessed by Privasfer authorised system administrator unless required by law enforcement agency in the manner prescribed by law. On exceptional occasions (e.g.

when so requested by competent governmental and/or legal enforcement authorities, and upon request of the Content owner) Privasfer may provide access to the encrypted Content;

4.8.2. Privasfer account owner (the person or entity who or which has registered the account) and manager (the person or entity to whom or to which account owner has delegated account management function) have identical rights: may change account settings, may order paid Service plans, may transfer/receive data via Privasfer account, may access all data transferred/received through Privasfer account, may add own "Dropbox" or "Digital Ocean S3 Spaces" accounts, may set automated data deleted term for the account;

4.8.3. Privasfer account user (the person/entity who/which was invited by account owner or manager to use the account) may transfer/receive data via the account, may access only data that was sent/received by him.

4.9. When Privasfer account owner, manager or user sending Content deletes the Content from the account, this data will be automatically deleted from the account of the Content recipient. Whenever the recipient deleted received data/files, such data/files will still remain in the account of the sender.

4.10. Privasfer may collect Personal Data from Data Subjects from several **Personal Data sources**. Privasfer account owner, manager or user may submit Personal Data to Privasfer when using Services. Privasfer will generate Personal Data when Privasfer Services are used. Also, Privasfer may receive Personal Data from third parties, such as:

4.10.1. Integration information: Privasfer account owner or manager can choose to integrate some of Privasfer Services with "Google" account, "Dropbox", "Digital Ocean S3" (more information available under: https://www.digitalocean.com/legal/terms-of-service-agreement/ ; https://www.digitalocean.com/legal/privacy-policy/), "Vertexsms" (more information available under https://vertexsms.com/termsofuse/), "Sendinblue" (more information available under: https://www.sendinblue.com/legal/termsofuse/);

4.10.2. Identity information (name, email, timezone, country, photo) of Privasfer account owner may be received from Google Inc. via use of "Google" account authorisation function;

4.10.3. Marketing information: marketing partners may provide additional (aggregated) information in order for Privasfer to personalize advertisements and to find the right audience for Privasfer advertisements;

4.10.4. Legal Information: when law enforcement agencies or courts order Privasfer to take disclose transferred content, Privasfer may initially receive Personal Data;

4.10.5. Payment information: when Privasfer account owner or manager wishes to receive paid Services, payment data will be processed and stored in "Cardinity" system (more information available under: https://cardinity.lt/teisine-informacija/nuostatos-ir-salygos and https://cardinity.lt/teisine-informacija/privatumo-politika). In such a case Privasfer will store (until transfer to Cardinity) cardholder's name and surname, key for initiating payment via Cardinity system, the fact that the payment was made for the Privasfer account, however, credit card data and payment data are stored and processed in the "Cardinity" system.

4.11. **Personal Data retention period** varies depending on Data Processing objective. Privasfer retains Personal data for the following periods:

4.11.1. for the purpose specified under Privacy policy item 5.2.1. Personal Data and the Content incorporating Personal data is retained for:
4.11.1.1. in case "free" Service plan is used - for 30 days after the data transfer via the Privasfer account;
4.11.1.2. in case paid Service plan is used – so long Service subscription plan fee is active (paid up in full). So long the User keeps active paid Privasfer account Content is stored until User decides to delete files from the account or until Privasfer Service or

account is deleted or until the expiry date set manually (i.e. account owner or manager sets term after which all data will be automatically deleted from the account).

After the period set in item 4.10.1. of this Privacy Policy expires, Content is automatically deleted from Privasfer servers, however, Privasfer account remains (regardless whether paid Privasfer Services are ordered or whether Content has been deleted) until account owner deletes such account.

4.11.2. for the purpose specified under Privacy policy item 5.2.2. is retained for the period prescribed by law which is usually 10 years after the end of the current financial year;

4.11.3. for the purpose specified under Privacy policy item 5.2.3. is retained for the investigation period and for 3 years thereafter unless applicable law requires to retain longer;

4.11.4. for the purpose specified under Privacy policy item 5.2.4. is retained for the period of particular cookie (see section 6 for further details);

4.11.5. for the purpose specified under Privacy policy item 5.2.5. is retained for the period of litigation and for 10 years thereafter.

4.12. Privasfer does not delete accounts - after the expiry of paid Service plan, the account turns automatically into the account with functionality of the unpaid Privasfer account.

5. COOKIE POLICY

5.1. A cookie is a small text file that is stored on visitor's computer or mobile device when visiting a website. Due to cookies a website can "remember" for a certain period of time visitor's (Data Subject's) actions and preferences (e.g. login, language, font size and other display options) so that you do not have to repeatedly enter them each time visitors visit the website www.privasfer.com.

5.2. It is important to note that this Cookies Policy will be applied not only for the use of cookies, but also for the use of similar technologies designed for information storage on end devices (e.g. computers, mobile phones, smartphones) of a subscriber or a factual user of electronic communications services (e.g. local storage technology), for example on computers, mobile phones, smartphones. The term "cookies" in this Cookies Policy includes also similar technologies used in the website www.privasfer.com.

5.3. Cookies perform various functions:

5.3.1. **Functional cookies for provision of services (P1).** Cookies are very important for the operation of the websites and electronic services. Cookies ensure smooth user experience. For example, if the user wishes, he/she does not have to enter name, surname, password and other data for each of his/her connections.

5.3.2. **Service development and quality assurance (P2).** Monitoring the use of cookies can improve the functioning of the website and the electronic services and eliminate errors when they occur. For example, gathering information about the most popular parts of the website, about which other websites are accessed from the website and about how much time visitors spend on website.

5.3.3. **Use analysis (P3).** Cookies are used to obtain statistics about the number of users who visited the website, about the usage of electronic services as well as to evaluate the effectiveness of advertising. Information may be collected, for example, from email in order to establish, whether emails have been opened and whether they have prompted users to take any action (e. g. whether the user clicked on a link).

5.3.4. **Targeted Marketing Orientation (P4).** Using cookies, allows us also to collect information in order to provide advertisements or content for a specific browser by creating different target groups.

5.4. Please note that cookies may also be used for purposes of their own choice by Privasfer partners and other third parties whom the controller of the website www.privasfer.com does not control. Privasfer is not and will not be liable for the actions of such persons. Visitors should contact the respective partner

or other third party if visitors suspect that Privasfer partners or third parties use cookies without visitor's consent.

5.5. Accessing the website www.privasfer.com for the first time each visitor will receive a notification with a reference to this Cookies Policy "*Read more*" that will lead visitor to this Privacy Policy. If visitor clicks on the reference visitor will be provided with all the information on cookies installed and used on the website www.privasfer.com. In any case, visitor controls the cookies – each visitor can at any time reject or delete (de-install) them.

5.6. By using the website www.privasfer.com and by clicking on the button "*AGREE*" in the notification message visitor confirms that he/she agrees and allows Privasfer, being the website controller, to install cookies on visitor's end device (computer, tablet, smartphone, etc.). In case visitor does not press the button in the notification message mentioned and continues to browse the website, then only the cookies required for the proper functioning of the website www.privasfer.com will be installed on visitor's end device (functional cookies are listed in the table below).

5.7. By using the website www.privasfer.com visitor also consents and confirms that all data related to visitor's activities in the website may be used also by third parties for the purposes listed in this Section 6 "Cookie Policy".

5.8. Visitor can control and/or delete cookies if he/she wishes. All cookies already stored on visitor's computer can be deleted and visitor can set most browsers to prevent cookies from being stored on visitor's device. However, in this case, visitor may have to manually adjust some preferences on your internet browser every time he/she visits the website www.privasfer.com and some services and features may not work, also this may affect visitor's use of the services available via the website www.privasfer.com. The actions to be performed depend on the type of the browser visitor uses. The browser may be set separately for each device visitor uses. More details are available at www.AllAboutCookies.org or www.google.com/privacy_ads.html.

5.9. Cookies may be "session cookies" that are used only while visitor is browsing the internet and that are automatically deleted after closing the browser. Other cookies used are "persistent cookies", i.e. such cookies are stored on visitor's end device (computer, tablet, smartphone, etc.) until the cookie's lifespan expires or until visitor deletes the cookie using one of the options described above. "Third-party cookies" are those cookies used by a person other than Privasfer. In addition, as mentioned above, other similar technologies, performing cookies' functions are used on the website www.privasfer.com, for example Local storage technology.

5.10. All cookies used on the website www.privasfer.com and related information are shown in the table below:

Name	Data processing purpose. Publisher	Moment created	Expiration time	Data used
privasfer_session	P1. For a normal application functioning.	When opening of the website	When closing of the website	Session key
XSRF-TOKEN	P1 – in order to identify unauthorised users and reject their queries, Privasfer.	When opening of the website	When closing of the website	User session ID and time stamp identifier
cookies_agree	P1. To identify if user already consent with cookies policy, Privasfer.	Upon consent for cookies storage	After 2 days.	ID of the cookies' consent
tos_agree	P1. To identify if user consent with terms of use,	Upon consent with the Terms and Conditions of	After 1 day.	ID of the consent with

		service provision in the page of file transfer.		terms and Conditions.
1P_JAR	P3. Third party cookie – publisher is google.com	When opening of the website	After 1 month	Information about the visitor
CONSENT	P3. Third party cookie – publisher is google.com	When opening of the website	Unlimited - until deletion of the cookies using browser settings.	Information about the visitor
DV	P3. Third party cookie – publisher is google.com	When opening of the website	When closing of the website	Information about the visitor
NID	P3. Third party cookie – publisher is google.com	When opening of the website	When closing of the website	Information about the visitor
Google tag manager	P2, P3, P4. Third party technology – publisher is google.com	By using tags available via Google tag manager, visitors of the website www.privasfer.com may be followed (actions performed in the website are recorded and analysed). Use of the Google Tag Manager (the "Service") is subject to this Google Tag Manager Use Policy (the "GTM Use Policy"). To the extent Privasfer use of the Service is within scope, Privasfer and Google agree to the Google Ads Data Processing Terms at https://privacy.google.com/businesses/processorterms (the "Processing Terms").		

6. RIGHTS OF DATA SUBJECTS

6.1. Privasfer will ensure that the rights of the Data Subjects under the GDPR are fully respected and will use reasonable measures to comply with them. These rights include following Data Subject's rights:

6.1.1. to be informed or notified of the intended Data Processing activity;

6.1.2. to access Personal Data;

6.1.3. to request rectification;

6.1.4. to request erasure;

6.1.5. to restrict Data Processing in certain circumstances;

6.1.6. to Personal Data portability;

6.1.7. not to be subject to a decision based solely on automated processing which may have a legal or similarly significant effect on the Data Subject;

6.1.8. to object to Data Processing;

6.1.9. to lodge a complaint with Supervisory Authority or, when appropriate, the court.

6.2. When the Personal Data is no longer necessary for the Data Processing purposes or when Data Subject submits a valid request to erase Personal Data and in the absence of any regulatory requirements to keep processing Personal data, Privasfer erases Personal Data according to the procedure established by Privasfer in a way that securely precludes restoration or recognition of the content.

6.3. The Data Subject may at any time exercise his/her rights (in a manner compliant with the GDPR) by filing the request, submitted in person, via regular post to Privasfer registered address or via email mentioned above in this Privacy Policy. Such request is handled free of charge within 30 days (term extensions possible under specific circumstances) and either satisfied (if Privasfer finds that the request is justified) or rejected with reasons. Privasfer will have to verify Data Subject's identity before implementing Data Subject's right and to this end may ask for a copy of identification document or other information.

6.4. If the Data Subject believes that his/her rights related to Data Processing were violated, he/she can lodge a complaint with the lead Supervisory Authority. In any case, with regard to the violation of his/her rights, a Data Subject may also address the concerned Supervisory Authority in another EU member state which will transfer the claim to or investigate it together with the lead Supervisory Authority following the procedure established under the GDPR.

6.5. Subject to certain limitations under California Civil Code, being a California (the USA) resident, Privasfer owner, manager or user may ask Privasfer to provide: 1) a list of certain Personal Data categories that Privasfer has disclosed to certain third parties for their direct marketing purposes during the immediately preceding calendar year and (ii) the identity of certain third parties that received Personal Data from Privasfer for their direct marketing purposes during that calendar year. Privasfer does not disclose Personal Data to marketers in the sense of the California Civil Code.

7.   PERSONAL DATA TRANSFER

7.1. Personal Data is transferred when it is required in order to provide Services, to protect Privasfer or third-party legitimate interests (e.g. to prevent or to facilitate investigation of criminal or illegal acts) as well as in other cases foreseen by legal acts.

7.2. **Personal Data recipients**. Privasfer may provide Personal Data to the following recipients and Privasfer account owner, manager or user using Services for Personal Data Processing agrees to such a Personal data transfer:

7.2.1. law enforcement agencies: courts, law enforcement authorities, lawyers, state and municipal authorities, companies, institutions and organizations and to other similar recipients. Privasfer is obliged to share or delete Personal Data or other data processed while using Services in case of a legal request based on applicable laws, including based on copyright, privacy, commercial secrets, criminal and administrative laws;

7.2.2. Privasfer account team members: the information sent via Services by Privacy account user will be accessible to Privasfer account owner and manager;

7.2.3. service providers which in relation to Privasfer may act as data processors (e.g. storage server provider, email service processors, the accountant, advertising partners, marketing and communication agencies which may implement their own cookies which fall under their terms of services and privacy policies) or data recipients (e.g. Privasfer payment processors). In order to provide integrated Services (where Privasfer Services are integrated with another service, such as "Google" account, "Dropbox", "Digital Ocean S3 Spaces", "Vertexsms", "Sendinblue", "Cardinity") Privasfer will connect that service with Privasfer service and consequently Privasfer will need to share some of Personal Data with such service provider involved. The terms and privacy statement of these third parties applies, at least for their part of Processing;

7.3. Privasfer may engage Processors. The Processor's activities and obligations are governed by the contract between the Controller and the Processor, except in cases, in which Data Processing on behalf of the Controller is performed in accordance with legal act, that is binding on the Processor or, where there is no possibility to conclude specific separate contract on Data Processing with particular service provider (Processor) publicly available rules will be followed (e.g. Terms and Conditions available via website of particular service provider). The same rules apply to Data Processing performed in the course of the Processor engaging the sub-processor.

7.4. Processed Personal Data may be transferred to other parties only according to the procedure set out in the GDPR, other applicable legal acts, and to the extent specified under the Privacy Policy. Personal Data is transferred only to the extent it is necessary for the purpose Personal Data is transferred for. Currently Privasfer does not transfer Personal Data outside the European Union. Operating on global level Privasfer may decide to expand its Processing activities to countries outside of the European Economic Area (e.g. storage USA client Personal Data in servers located in the USA). Those countries may apply different data protection standards. If Privasfer transfers and stores Personal Data in countries outside of the European Economic Area, Privasfer will apply appropriate security safeguards to ensure adequate level of personal Data protection to the one within the EEA (e.g. by verifying that the recipient is EU-US Privacy Shield certified or by signing EU Standard Contractual Clauses).

8. MISCELLANEOUS

8.1. Privasfer can occasionally update this Privacy Policy to reflect changes in Privasfer practices and Services. In case of any material changes in the way Privasfer processes Personal Data, a notice of the changes will be posted on the website www.privasfer.com to notify website users and visitors. Please check website www.privasfer.com regularly to be aware of any changes in this Privacy Policy.

8.2. If you have questions about the Privacy Policy, Data Processing performed by Privasfer or measures Privasfer applies to keep Content secure, please contact the Privasfer at policy@privasfer.com. Our preferred languages for communication with clients are English and Lithuanian.