

EU APPLICATION PRIVACY POLICY

Last updated: October 2, 2018

1. Who we are

1.1. We are Craigpark Limited located at Trident Chambers, Wickhams Cay 1 P.O. Box 146, Road Town, Tortola, British Virgin Islands (hereinafter «Craigpark»).

1.2. This Privacy Policy sets out how we collect and use your non-personal information when you use the mobile application «Efectum» («Services») offered by Craigpark and the choices available to you in connection with our use of your information (the Privacy Policy). You do not need to register in order to use Services. All the data that we process in relation to your use of our Services is non-personal one and has a statistic nature.

This Privacy Policy should be read alongside.

2. This Privacy Policy

2.1. By making available the Services we, acting reasonably and in good faith, believe that you:

(a) have all necessary rights to use the Services;

(b) are aware of and accept this Privacy Policy.

3. Information we collect about you

3.1. In order to implement the agreement between you and us, and provide you with access to the use of the Services, we will improve, develop and implement new features to our Services, and enhance the available Services functionality. To achieve these objectives, and in compliance with applicable laws, we will collect, store, aggregate, organize, extract, compare, use, and supplement your data (hereinafter “processing”).

3.2. We set out in more detail the information we collect when you use our Services, why we collect and process it and the legal bases below.

| | Information Collected | Purpose | Legal Basis |
|--|-----------------------|---------|-------------|
|--|-----------------------|---------|-------------|

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|---|--|---|--|
| 1 | Access to camera on the device | You should give the permission for the application to camera on the device in order to use the Services because of the Services nature. Please note that by rejecting such permission you may not be able to access Services. | Consent Performance of our contract with you |
| 2 | Additional statistic data received via integrated internal and external SDK (for instance, myTracker) as the result of your behavioral actions when using the Services and technical interaction with the Services (for instance, your actions such as your choice of the filters, frames or effects, choose the speed of the video) | We use this information for internal review in order to constantly improve the content of our Services, optimizing user experience, to understand any errors users may encounter when using the Services | Legitimate Interests Performance of our contract with you |
| 3 | Additional statistic data received via integrated internal and external SDK (for instance, Firebase) when some crashes are caused while using the Services. | We use this information for internal review in order to understand any errors users may encounter when using the Services, fix such bugs, constantly improve our Services, optimizing user experience. We use this information in order to manage and administer the Services. | Legitimate Interests Performance of our contract with you |

3.3. Our legitimate interests include (1) maintaining and administrating the Services; (2) providing the Services to you; (3) improving the content of the Services; (4) ensuring data is adequately protected; and (5) compliance with any contractual, legal or regulatory obligations under any applicable law.

3.4. As part of maintaining and administrating the Services we use the information to analyze user activity and ensure that rules and terms of use for the Services are not violated.

3.5. Please note, if you do not want us to process sensitive and special categories of data about you (including data relating to your health, racial or ethnic origin, political opinion, religious or philosophical beliefs, sex life, and your sexual orientation) you should take care not to post this

information or share this data when using the Services where applicable.

3.6. Please note, if you withdraw your consent (and related device permissions) to processing or you do not provide the data that we require in order to maintain and administer the Services, you may not be able to access the Services.

3.7. If we intend to further process your data for any other purpose to those set out in this Privacy Policy, we shall provide you with details of this further purpose before we commence processing.

4. Data sharing

4.1. We take technical and organizational measures to ensure that your data is safe. We may share your data with Craigpark Limited and other our affiliates. Sometimes we may also need to share your data with a third party in order to provide our Services to you or to administer the Services, for example as described in paragraph 2 and 3 in the table below.

4.2. External SDKs (Firebase, My Tracker) are connected to the Services, which collect and store the number of events and actions performed by users inside the Application, without personal identification. We such data for internal review in order to optimize user experience and to understand any errors users may encounter when using the Services.

5. Limitation of liability

5.1. We bear no liability for the consequences of use of the Services. We ask you to take a responsible approach to use of the Services.

6. International Transfers

6.1. We may transfer and maintain on our servers or databases some of your personal information outside the European Economic Area (EEA) including in Russia.

6.2. The countries to which we transfer your data may not have the same data protection laws as your jurisdiction. We take reasonable cyber security measures and/or put in place the Standard Contractual Clauses (e.g. Model Clauses, Data Processing Agreement/Addendum) to ensure your data is adequately protected.

7. Retention Periods

7.1. We will retain information for as long as required to perform the purposes for which the data was collected depending on the legal basis for which that data was obtained and/or whether additional legal/regulatory obligations mandate that we retain your personal information during the term that is required and/or permissible under applicable/relevant law.

8. Individual Rights

8.1. There are the following rights, in certain circumstances, in relation to personal information of the data subjects under GDPR:

- (a) Right to access personal information.
- (b) Right to rectify personal information: when subject of personal data can request that controller or processor of personal data update, block or delete personal data, if the data is incomplete, outdated, incorrect, unlawfully received or no longer relevant for the purpose of processing.
- (c) Right to restrict the use of personal information.
- (d) Right to request that personal information is erased.
- (e) Right to object to processing of personal information.
- (f) Right to data portability (in certain specific circumstances).
- (g) Right not to be subject to an automated decision.
- (h) Right to lodge a complaint with a supervisory authority.

8.2. Please be sure that we do not collect and process your personal information intendedly.

9. Security Measures

9.1. We take technical, organizational and legal measures, including, where suitable, encryption, to ensure that your personal data are protected from unauthorized or accidental access, deletion, modification, blocking, copying and dissemination.

10. Changes to this Policy

10.1. From time to time, we may change and/or update this Privacy Policy. If this Privacy Policy changes in any way, we will post an updated version on this page. We recommend you regularly review this page to ensure that you are always aware of our information practices and any changes to such.

11. Contact Us

11.1. If you have any questions, please send your inquiries to Service support at efectum.app@gmail.com or in writing to Trident Chambers, Wickhams Cay 1 P.O. Box 146, Road Town, Tortola, British Virgin Islands. So we can deal with your enquiry effectively, please quote this Privacy Policy. We will aim to respond to you within 30 days from receipt of request.

11.2. All correspondence received by us from you (written or electronic inquiries) is classified as restricted-access information and may not be disclosed without your written consent.

11.3. The e-mail address of our DPO is dpo@mailapps.me