

DEVIZER TERMS OF USE AND PRIVACY POLICY

Revised on May 13, 2023.

These terms of use and privacy policy are a contract - an offer agreement. All its terms are the same for all users regardless of their status and legal form.

The Terms of Use and Privacy Policy apply to access and use of the Website <https://devizer.pro> (hereinafter referred to as the Website), <https://devizer.pro>, DEVIZER, "we", "us", "our").

By downloading, using, browsing, submitting content or otherwise accessing the Website, the User (hereinafter referred to as "you", "you're", "you're your", "yours") agrees to these terms and conditions and the policies set forth below. If you do not wish to agree to all of these terms and policies set forth herein, please discontinue using our service.

MINIMUM AGE.

The services on the Website are available only to persons who have reached the age of majority in accordance with the laws of the country of residence or of which such person is a citizen and are capable of entering into legally binding contracts in accordance with applicable law. Without limiting the foregoing, the Website is not intended for use by minors. If you do not meet these requirements, please do not access the Website.

Any continued use of the Website or any portion thereof means that you have read and understood the Terms of Use and Privacy Policy and agree to be bound by all sections of the Terms of Use and Privacy Policy.

CHANGES IN THE TERMS OF USE.

The provisions of these terms of use and the Privacy Policy are subject to change from time to time. Whenever we make changes to this Privacy Policy and Terms of Use, we will post the new version on this page and indicate the date of the new version.

Any changes to these Terms and Conditions will be effective immediately upon posting. Your continued use of the Service following the posting of changes to these Terms and Policy constitutes your acceptance of those changes. If you do not wish to agree to any changes to these Terms and Conditions, please discontinue using the Website immediately.

These Terms and Conditions will also govern any updates or new versions of the Website that may replace and/or supplement the Website. If the update or new version is not accompanied by the Terms and Conditions, these Terms and Conditions shall prevail.

TERMS AND DEFINITIONS.

DEVIZER Services - refers to services based on Internet technologies and offered through the Website <https://devizer.pro>, as well as other forms (including new ones that will become possible due to future technological developments), including a device evaluation platform for analyzing the potential solvency of website visitors, based on artificial intelligence.

User - any individual or legal entity that uses the Website <https://devizer.pro>.

Administrator - DEVIZER

Administration - the Administrator's employees who manage the Website <https://devizer.pro>, perform technical, organizational and other functions to ensure the functioning of the Website <https://devizer.pro> services, as well as provide information, consulting and other support to the User and the Website <https://devizer.pro>.

Payment system - is a partner of the Administrator that provides secure payments between the User and the Service.

RECEIVING THE SERVICE AND PAYMENT.

In order to receive the service, the User must click on the "Contact Us" button and indicate in the appropriate form his/her name, e-mail address (E-mail), as well as indicate the need to receive our services. Then the site administration will contact you to clarify all the details regarding your order.

In the future, the services will be provided remotely and paid for on the basis of an invoice that will be sent to the e-mail address previously specified by the User.

Payment for services can also be made on the website <https://devizer.pro> by providing the User with an active link (widget) to make a payment.

PROHIBITED USE.

You agree not to upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs that are designed to interrupt, damage, corrupt, destroy or limit the functionality of any computer software or hardware or equipment directly or indirectly connected to the Website. You agree not to interfere with the operation of the servers or networks underlying or connected to this Website, or to violate any procedures, policies or rules of the networks connected to the Website.

You agree not to permit any third party to copy, adapt, reverse engineer, decompile, disassemble, modify or correct any portion of <https://devizer.pro>, in whole or in part, or to reverse engineer or create derivative works based on all or any part of the DEVIZER software and/or the Website, or to attempt to do any such thing. The Website may contain certain third-party software, plug-ins or application interfaces (collectively, "Third Party Software") that require separate Terms of Service.

You agree not to impersonate or attempt to impersonate DEVIZER, a DEVIZER service, a DEVIZER employee, another user, or any other person or entity (including, but not limited to, using email addresses or aliases associated with any of the foregoing).

You agree not to transmit or cause to be transmitted any advertising or marketing materials without our prior written consent, including any "junk mail," "chain letters," "spam," or any other similar solicitation.

You agree not to use the Website for market manipulation.

INTELLECTUAL PROPERTY RIGHTS.

The set of programs, data, trademarks, intellectual property objects, including copyrighted objects and other objects used on the Website are the intellectual property of its legal owners and are protected by intellectual property legislation, as well as relevant international rights and conventions.

Any use of the elements that make up the Website (symbols, text, graphic images, programs and other objects) other than as permitted herein without permission is illegal and may result in legal proceedings and civil, administrative and criminal liability in accordance with the law.

If you are the owner of a trademark and/or other intellectual property and believe that the materials posted on the Website violate your rights, please write to us at support@devizer.pro.

Please provide the following information in your request

identify yourself (name, address for correspondence, e-mail)

describe the nature of the intellectual property rights infringement and identify the relevant intellectual property on the Website.

POSITING ON PUBLISHED INFORMATION.

The information provided on or through the Website <https://devizer.pro> is provided for general information purposes only. We do not guarantee the accuracy, completeness or usefulness of this information. Your reliance on such information is entirely at your own risk. We disclaim all liability arising from the use of such materials by you or any other visitor to the Website or any person who may come to know of its contents.

LINKS TO SOCIAL MEDIA WEBSITES AND FEATURES.

You may link to our Website, provided that you do so fairly and legally and do not damage or take advantage of our reputation, but you must not establish the link in a manner that suggests any form of association or endorsement by us, without our express written consent.

Where the Websites contain links to other sites and resources provided by third parties, these links are provided as a convenience to you only. This includes links contained in advertisements, including advertising banners and sponsored links. We have no control over the content of these sites or resources and are not responsible for them or for any damage or loss that may arise from your use of them. If you choose to access any of the third-party websites linked to this Website, you do so entirely at your own risk and in accordance with the terms of use of such websites.

LIMITATION OF LIABILITY.

DEVIZER will make all reasonable efforts to ensure the proper operation of the Website <https://devizer.pro>, but will not be liable to the User or third parties for direct and/or indirect losses, including lost profits or lost data, damage to honor, dignity and business reputation incurred in connection with the use of the Website <https://devizer.pro>, or the inability to use, or unauthorized access to the User's communications by third parties, or the inability to receive services, in particular in the following cases

a) in the event of technological malfunctions of public communication channels or loss of access to the Internet - until the malfunctions are eliminated or access is restored, respectively;

b) if there are signs of unauthorized access to the management of the User's account for the duration of such circumstances;

c) in case of equipment security breach or malfunction of the equipment (personal computer, smartphone) used by the User to receive services on the Website <https://devizer.pro>.

DEVIZER shall not be liable for any damages incurred by the User as a result of the User's failure to read or timely read the terms and conditions set forth in this agreement.

The User agrees that the conditions of limitation of liability set forth above reflect a reasonable and fair distribution of risks. In order to avoid misinterpretation of the provisions on limitation of liability, the parties expressly state that the User will not be denied any legal rights or rights arising from the contractual relationship between the User and DEVIZER.

The Parties shall be released from liability for delay and/or partial or complete failure to fulfill their obligations under this Agreement if such failure was caused by force majeure circumstances beyond the control of the Parties and cannot be overcome by reasonable means.

DISCLAIMER OF WARRANTIES.

You acknowledge and understand that we cannot and do not warrant or guarantee that files available for download from the Internet or from websites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to meet your specific requirements for anti-virus protection and accuracy of data input and output, and for maintaining means external to our site to recover any lost data.

GEOGRAPHICAL RESTRICTIONS.

The <https://devizer.pro> website is operated from Ukraine. We make no representation that the Website or any content is available or appropriate for use in locations outside of Ukraine. Accessing the <https://devizer.pro> Website may be illegal for certain persons or in certain countries. If you access the <https://devizer.pro> Website from outside of Ukraine, you do so on your own initiative and you are responsible for compliance with local laws.

GOVERNING LAW AND JURISDICTION.

All matters relating to the <https://devizer.pro> Website and these Terms of Use, and any disputes or claims arising out of or relating to them (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of Ukraine, without giving effect to any choice or provision or rule of conflicts of law.

Any legal action or proceeding arising out of or relating to these Terms of Use or the <https://devizer.pro> Website or its related entities must be brought exclusively in Ukraine, although we reserve the right to bring any action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any objection to the exercise of jurisdiction over you by such courts and to venue in such courts.

REQUISITES.

DEVIZER

Email: support@devizer.pro

DEVIZER PRIVACY AND PERSONAL DATA PROCESSING POLICY

Revised on May 13, 2023.

This Privacy Policy describes how DEVIZER (the "Company" or "we", "us", "us") uses and shares Information collected by us or provided by you when you visit the Website located at: <https://devizer.pro>.

The owner of personal data is DEVIZER

This Privacy Policy also explains your rights and options regarding your Personal Data, as well as how you can contact us to make changes to your Personal Data or to get answers to questions you may have about our privacy practices.

The provisions of this Privacy Policy are subject to change from time to time. Whenever we make changes to this Privacy Policy, we will post the new version on this page and indicate the date of the new version.

Please read the provisions of this Privacy Policy carefully and contact us at the e-mail address specified in this document if you have any questions. By using the Website, obtaining services on the Website <https://devizer.pro> or by checking the appropriate box (for example,

by clicking "agree"), you agree to all the terms of this Privacy Policy, confirm your familiarity with the terms set forth herein and give us your free and unambiguous consent to use your Personal Data in accordance with the terms of this Privacy Policy.

DEFINITION OF TERMS

Personal data owner - a person who determines the purpose of personal data processing, establishes the composition of this data and procedures for its processing, unless otherwise provided by law.

Personal Data - information or a set of information about an individual who is identified or can be identified.

Non-Personal Data - information and data that do not allow direct identification of a specific person on their own.

Information - both personal and non-personal data.

User - an individual who accesses, uses and/or orders services from the Website <https://devizer.pro>.

Processing - any actions with personal data, including but not limited to: access, provision, distribution, collection, systematization, storage, accumulation, recording, transfer, blocking, deletion, clarification, updating and/or modification, depersonalization and other ways of using personal data performed by the Company.

Law - the Law of Ukraine ["On Personal Data Protection" No. 2297-VI \(as amended on 02.10.2021\)](#).

1. GENERAL PROVISIONS

We process your Personal Data solely to fulfill your order, application, order and provide the necessary information about the status of its execution, participate in the company's advertising activities, contact customer support, as well as when you subscribe to our newsletters, participate in surveys or leave feedback about us.

The information provided by you is confidential and is not disclosed to third parties, except for the need to fulfill your order, application, order and other cases provided for by law.

The provisions of this Privacy Policy apply only to the Website. The Company does not control and is not responsible for third-party websites to which the User can follow the links available on the Website.

Please note that the Company does not verify the accuracy of the information provided by the User.

Information about you is processed from the moment you log in to the Site and start using the Site, as well as from the moment the Company receives your personal data sent by e-mail, through the Site or provided through other means of communication.

2. INFORMATION THAT WE MAY COLLECT OR RECEIVE

The Company collects and uses only the personal data of Users that are necessary for the execution of the order on the Website, for the purpose of generating and invoicing. For the User, this is the Name and e-mail (E-mail).

Other information may be provided by the user solely at his/her discretion (unless such information is required to ensure the possibility of fulfilling the contract or its provision is provided for by law).

In addition, we use cookie technology to collect additional data about the use of the site and to improve the operation of the site and the quality of our services.

Cookies are small files that the Site, network software services or service providers place on your device through your Web browser (if you allow it), which allows the Site or service providers to recognize your browser and store and remember certain information.

With the help of cookies, we can process information such as:

Device information: hardware model, unique device identifiers, MAC address, IP address, operating system version and device settings;

Information from Log files: Time and duration of use of the website, search queries, location information and any other information stored in cookies that allows you to uniquely identify your browser or account;

Other data: data on your use of the Website, which we may process if you visit or use third-party Websites or applications to contact us, how you interact with the content posted on the Website.

We use Cookies for many important things - for example, to help you log in and to improve your experience on our Website. We may use Cookies to better understand how you interact with the Website, to track the total number of users of the Website and/or the Program and the routing of web traffic on the Website, to improve the Website to understand your preferences based on previous or current activity on the Website, which will allow us to provide you with a better service.

We do not collect and ask you not to provide us with any Information, the processing of which is subject to certain restrictions and requirements established by the Law, namely, information about racial or ethnic origin, political, religious or ideological beliefs, membership in political parties and trade unions, criminal convictions or suspicion of committing criminal offenses, as well as data on health, sexual life, biometric and genetic data.

3. HOW WE MAY USE PERSONAL DATA

We may use the information we collect as described above for the following purposes:

Contractual relationships.

We may process your Personal Data to fulfill contractual obligations - to transfer information about you to Service Providers, to process your order, application, order.

Inquiries and other communications.

If you contact us through our contact forms and/or by e-mail/phone, we may process the Information you have provided to us to be able to respond to your question, complaint or request.

Marketing.

We may use the Information we receive from you (for example, your email address) for marketing purposes. For example, by subscribing to our newsletter, you may receive publications and announcements directly to your email. We may send you promotional materials regarding our promotional offers that we believe may be of interest to you.

You can opt out of receiving our marketing emails (either in whole or in part) by clicking on the "unsubscribe" link in the emails you receive from us. In addition, in order to unsubscribe, you may contact us at any time by sending us a message to the email address specified in this Privacy Policy.

We may also use the Information obtained through Cookies for the purpose of conducting market research, analyzing the characteristics of the users of the site, evaluating the effectiveness of our marketing communications and adapting to existing trends, planning our future marketing campaigns, business intelligence, personalizing services and communications to you

Protection of our interests, security.

We may use your personal data when we believe it is necessary to take measures to prevent possible liability, to investigate and defend the Company against any claims or allegations of third parties, to investigate and defend the Company against fraud, to protect the security or integrity of the Website and to protect the property rights of our Company, users and/or partners.

Compliance with the requirements of the Law.

We may also use/disclose your Information collected by us to comply with legal requirements, industry standards and our policies. We may disclose your Information in situations that we believe: (1) are emergencies involving a potential threat to the physical safety of any person or property, if we believe that your Information is in any way related to such a threat; (2) are related to illegal or inappropriate use of the Site, in our opinion.

Information processing includes:

Collection, accumulation, storage, adaptation, verification, modification, restoration, use, depersonalization, destruction of personal data, including with the use of information (automated) systems.

Personal data may be collected verbally, in writing and/or electronically through requests or by providing the necessary information and documents yourself. Personal data is accumulated and stored in written and/or electronic form.

4. HOW WE MAY SHARE PERSONAL DATA

We pay special attention to the confidentiality and protection of your Personal Data. The information provided by you is confidential and is not disclosed to third parties, except as required by law.

We may disclose your Personal Data if required to do so by law or to comply with a legal obligation or if we believe that such action is necessary to investigate, respond to, and defend against claims;

if necessary in legal proceedings (including subpoenas);

to protect the rights and property of the Administrator or third parties;

to prevent possible liability;

for the purposes of public safety or the safety of individuals;

to prevent or stop any illegal, unethical, fraudulent, offensive or other activities that may lead to negative legal consequences; for the integrity and security of the Site, our services and any equipment used in the operation of the Site and the provision of services; to comply with applicable law.

5. HOW WE STORE AND PROTECT YOUR PERSONAL DATA

Protecting your Personal Data is extremely important to us, so we take all necessary measures to do so. We store Users' Personal Data in a secure environment. Your Personal Data is protected from unauthorized access, disclosure, use, alteration or destruction.

The Administrator constantly monitors the security measures taken.

We will retain your Personal Data for the period when it is necessary to provide you with access to the Site and/or to fulfill our legal obligations (fulfillment of your orders, tax and financial reporting, etc.), resolve disputes and comply with our policies.

The retention period is determined taking into account the type of Information collected, and the purpose for which it was collected, depending on the situation, and the need to delete outdated, unnecessary Information as soon as possible.

After you stop using the Site and our services by deleting your account on the Site, your Personal Data is also automatically deleted (unless we are forced to store such data to fulfill our obligations under the current legislation of Ukraine).

6. YOUR RIGHTS

In relation to your Personal Data, you have the following rights:

- (a) at any time to contact the personal data controller with any questions and complaints regarding the processing of personal data, as well as to ask whether personal data is being processed and the content of such personal data to have free access to their personal data;
- (b) at any time ask the personal data controller to cancel or limit the processing of personal data, as well as to request changes to personal data if they are inaccurate or outdated;
- (c) at any time ask the personal data controller to delete personal data to the extent that they are no longer required to achieve the purposes specified in this notice or other purposes for which the controller needs to continue processing them, or when the personal data controller no longer has the legal right to process them withdraw your consent to the processing of personal data at any time;
- (d) file a complaint against the processing of personal data with the Ukrainian Parliament Commissioner for Human Rights or a court;
- (e) to know about the sources of collection, location of personal data, purpose of their processing, location or place of residence (stay) of the owner or manager of personal data or to give a corresponding order to obtain this information to persons authorized by him/her, except in cases established by law;
- (f) receive information about the conditions for granting access to personal data, including information about third parties to whom personal data is transferred;
- (g) to submit a reasoned request to the controller with an objection to the processing of their personal data;
- (h) to protect their personal data from unlawful processing and accidental loss, destruction, damage due to intentional concealment, failure to provide or untimely provision, as well as to protect against the provision of information that is inaccurate or discrediting the honor, dignity and business reputation of an individual;
- (i) apply legal remedies in case of violation of the legislation on personal data protection; to make reservations regarding the restriction of the right to process their personal data when providing consent;
- (j) to know the mechanism of automatic processing of personal data;
- (k) to be protected against an automated decision that has legal consequences for him/her.

If you would like to exercise any of the above rights or request additional information, please contact us using the details provided below in this Privacy Policy.

Please note, however, that these rights are not absolute and may be limited to some extent by regulatory requirements and our legitimate interests.

To respond to your request, we must identify you so that your Information is not provided to an unauthorized person.

Within ten days from the date of receipt of your request, the Administrator shall provide you with information about the actions taken in connection with your request. The term for providing a final response to your request is up to 30 days from the date of receipt of the request. However, for third parties, the time for responding to a request may be extended to 45 days from the date of receipt of the request.

If you learn that someone has unlawfully provided us with your Personal Data, please notify us as soon as possible using the contact information provided in this Privacy Policy. Upon your request, we will delete your Personal Data as soon as possible, and in no event later than one month from the date of receipt of your request. We will retain only such copies of the Information as may be necessary for us to comply with the requirements of the Law in such cases.

In addition, you may at any time change (update, supplement, delete) the Personal Data you have provided or part of it through your own account (if you are a registered User of the Site) or by contacting us with a request.

7. CHILDREN.

We recognize how important it is to take additional measures to protect the privacy and safety of children using the Website. Children under the age of 18 are not allowed to use our Website unless their parents have given their consent, which must be supported by appropriate evidence. We do not knowingly collect Personal Data from children under the age of 18.

If we learn that we have received Personal Information from a child under 18, except in the circumstances described above, we will take all reasonable steps to delete such Information as soon as reasonably practicable, unless we are required to retain such information to comply with a legal obligation.

8. UPDATING THIS PRIVACY POLICY

Whenever we make changes to this Privacy Policy, the new version will be available on the Website marked "New version as of ...".

You can access the new version of the Privacy Policy from the same day it comes into force, so you have time to decide whether to continue using the Website and to send your objections to changes in the processing of your personal data. A draft of the new Privacy Policy may be published in advance.

9. RIGHTS OF THIRD PARTIES

To ensure the fulfillment of obligations to Users, the Company may transfer data about Users to Suppliers and vice versa, but only to the extent necessary to perform the relevant services provided on the Website.

10. QUESTIONS AND COMPLAINTS

If you have any questions, concerns or complaints about our practices regarding the collection and processing of your Personal Data, or if you have any suggestions or questions regarding this Privacy Policy, please contact us:

11. HOW TO CONTACT US

DEVIZER

Email: support@devizer.pro