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Confidentiality Policy

(terms and conditions of user information processing)

Scope and subject-matter of regulation

The Confidentiality Policy (“Policy”) shall be applicable to information and data that we as a company may receive about our Internet users and to our services only. We do not control, nor do we accept any responsibility for third parties’ websites/services, which our users can access by clicking links suggested in our services, including responsibility for user information processed by third parties.

By using our services, users give their consent to the following Terms and the procedure of the User information processing as stated herein. Additional terms and conditions, composition, procedure for collecting, storing, protecting, processing and disseminating information about users may be determined in other documents setting forth terms of use of our individual services or individual functional features (add-ons) provided by such services, including Rostelecom’s joint partner projects and services.

These Terms and Conditions shall prevail over the aforementioned documents, which should be applicable only if they are not in conflict with these Terms and Conditions, and further provided that otherwise is not expressly stated in them or it does not directly follows from such documents, that their provisions concerning protection of users' information, and/or procedure of such data processing by Rostelecom within the framework of its specific service shall prevail.

1. Terms and Definitions used herein

For the purpose of these Terms and Conditions the following terms shall have the defined meanings:

The “Operator” shall mean PJSC “Rostelecom” (tax ID (INN): 7707049388, Registration number (OGRN): 1027700198767), registered address is: 15 Dostoevskogo Street, Saint Petersburg, 191002, Russia, address for correspondence is: 30 Goncharnaya Street, Building 1, Moscow, 115172, Russia.

“User” shall mean an individual Internet user, making use of the Operator’s Services for such User’s own purposes, as well as other individual in whose interests such User may act.

The “Operator’s Service(s)” shall mean any Operator’s websites in the Internet, computer software (mobile applications), operating under OS Android, iOS and other operating systems, as well as direct products and/or services offered by the Operator using the Service(s).

2. What User information can be received and processed by Rostelecom?

2.1. According to these Terms and Conditions the following information shall be treated as the information on the users of Rostelecom’s services:

2.1.1. information about the User provided by the User directly or via a third party:

- in the course of registration (signing up) for any of the Operator’s Services,
- in the course of using the Operator’s Services,
- in communicating with the Operator;
- in the course of using third party services (interfaces), including such usage within the framework of OpenID and OAuth protocols.

Using by the User of certain Operator’s Services or such Services’ specific features or functionality is only possible subject to provision of required data.

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2.1.2. standard data routinely automatically received by an http-server upon accessing an Operator's Service by the User (host ip-address, address of the requested resource, time, type and information about the viewing software that sent the resource request, type of the user operating system, address of the Internet page from which the requested resource was accessed, header containing session ID for the authorized user);

2.1.3. information automatically obtained while accessing the Operator's Services and stored on the browser side, including, but not limited to information contained in cookies (hereinafter referred to as the information stored on the browser side);

2.1.4. geolocation information, if relevant technologies are implemented in the Operator's Service and the User applied appropriate settings in the browser and/or where a mobile application (a computer program) is used;

2.2. Unless User identification is applied pursuant to provisions and in the manner prescribed by the current Russian law and applicable agreements between the Operator and User, the Operator will not verify the accuracy of the personal information provided by the User, while the Operator, however, assumes that the User provides reliable and sufficient personal information and keeps this information up to date.

2.3. All information about Users collected, retained, stored and processed by the Operator shall be deemed "restricted access information", unless otherwise is set forth in applicable Russian law or these Terms and Conditions.

3. Applicable Law

3.1. These Terms and Conditions and relations between the User and Operator arising in connection with application of these Terms and Conditions shall be governed by and subject to the Russian law and statutory regulations applicable to ensuring personal data security.

4. Terms of requesting Rostelecom's services

4.1. The Operator assumes that the User initiating a request for using the Operator's Services:

4.1.1. knowingly and responsibly uses the Operator's Services in its own name, provides reliable and accurate information about the Users to the extent and in cases wherever it is required in the course of registering, accessing and using the Operator's Services;

4.1.2. knowingly and responsibly determined and controls the settings of the software used by the relevant User in accordance with his preferences regarding the protection of information stored on the browser side, personal data, information about the User's own hardware and software and Internet connection;

4.1.3. has an opportunity to be aware of the rules and protocols of information exchange, established in the open standards of Internet (rfc-editor.org);

4.1.4. is aware of and has an opportunity at any time to familiarize with the current Terms and Conditions and terms of use of the relevant Operator's Services by clicking on the link placed in the Operator's Service;

4.1.5. by filling out registration form posted on the Operator's Service and providing the User's personal data to the Operator, the User confirms acceptance of the terms of provision of such Services, as well as of these Terms and Conditions, and gives consent to processing of the User's personal data to the Operator in accordance with terms of provision of such Services and these Terms and Conditions;

4.1.6. by providing third parties' data required for using the Operator's Service, the User confirms receipt by it of such parties' consent to their personal data processing or availability of authorization for the User to grant consent on behalf of such third parties.

4.2. It is forbidden for the User to provide false and/or incomplete information during the process of registration for and accessing the Operator's Services. The User shall independently run the risks of any adverse consequences in the event of providing someone else's and/or inaccurate personal data.

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4.3. The consent provided by the User while using the Operator's Services, and transfer to the Operator of the User's and/or third parties' personal data shall be applicable to any processing (using any processing means), if it is aimed at ensuring the use of the Operator's Services in accordance with their purpose, including for the purpose of maintaining availability of the Operator's Services, analyzing their usage information, taking actions aimed at establishing the User connection to the Operator's Services, including making on behalf of the Operator an agreement for the Operator's Services provision, as well as completion by the Operator of other actions provided for in these Terms and Conditions.

4.4. The Operator shall not be responsible for establishing the fact that the User is actually the person on whose behalf the registration and/or use of the Operator's Service was accomplished, nor shall be held liable for any possible damages incurred by other users or parties in the event that the User is not such a person.

4.5. The Operator does not assume any obligations to verify the accuracy of the personal data provided by the User, and shall not be held liable if the User provides a greater volume of data than is required in the relevant registration form posted on the Service and personal data processing purposes, unless otherwise is stated in these Terms and Conditions. By providing a greater amount of personal data than is required in the registration form and according to personal data processing purposes, the User gives the consent to such personal data processing by the Operator.

4.6. The User understands and acknowledges that in the course of registering and/or using the Operator's Services involving the use of the User's accounts on social networks, the Operator may receive a greater volume of personal data as compared to the volume required in the registration form posted on the Operator's Service, and that in such case, no User's additional consent is required and will be requested for such data processing by the Operator.

4.7. Combined processing of personal data of Users and other persons whose personal data is provided in the course of registration on and use of the Operator's Service shall be allowed, that is, both processing without using automation tools and automated processing whereby received information is transmitted using the Internet.

4.8. This consent shall be effective for the entire period of use of the Operator's Service in accordance with its purpose, and will continue in effect for three (3) years after the end of such use, unless otherwise is prescribed by applicable Russian law.


4.9. The User is well aware that he/she is entitled to withdraw the User's consent to the personal data processing, by giving to the Operator a consent withdrawal notice either in hardcopy or in an electronic form, including such withdrawal notice given by way of using the User's account in the Operator's Service, while specifying in such a notice information required according to Federal Law No 152-FZ of 27 July 2006 "On Personal Data".

4.10. If the Operator is in receipt of a notice of the User's withdrawal of the User's consent to the processing of personal data performed in hardcopy, the Operator will be entitled either to request from such a person to provide more information in addition to the data provided by such personal data subject while registering on the Service, or to ask such a person to send an electronic request for cancellation of the person's consent to the personal data processing, using for the purpose of such request the personal data subject's account in the Service.

If the relevant requesting person fails to perform such additional actions, the Operator will be entitled not to accept such a person's withdrawal of the consent to personal data processing, in order to protect third parties' rights.

If revocation of the previously issued consent to personal data processing is submitted by the User or third parties whose personal data was received by the Operator from the User, such personal data subjects will not be able to use the Operator's Service and features and capabilities enabled by such Operator's Service.

4.11. The Operator shall be entitled to continue processing of the User's personal data after the User's withdrawal of the consent, in the cases provided for by applicable Russian law, while the User is aware of the User's continued obligation to be held liable according to applicable Russian law if the User provides

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invalid contact information or provided third parties' data without receiving a proper authorization from such third parties.

5. How does Rostelecom collect and process User's information

5.1. The Operator shall process Users' information in accordance with these Terms and Conditions, terms of specific Operator's Services and internal regulations.

5.2. The Operator shall collect and process only the information that is necessary for provision of the Operator's Services, fulfillment of agreements with the User, unless applicable Russian law requires mandatory collection and storage of some specific information. Information shall be retained not longer than it is required for the processing purposes, unless the storage period of such information is established by applicable Russian law, an agreement for the use of the Operator's Services by the User.

5.3. The Operator shall be entitled to use the User's information for the following purposes:

5.3.1. making and fulfillment of agreements between the User and Operator, including for the purpose of identifying the User, creating User's accounts, using other Services of the Operator by the User;

5.3.2. communicating with the User, including sending notices, requests and information regarding the use of the Operator's Services, as well as handling requests and applications received from the User;

5.3.3. improving the quality of the Operator's Services, convenience of their use, developing new Operator Services, offering personalized Operator's Services to the User;

5.3.4. conducting statistical and other research based on anonymized data;

5.3.5. implementing marketing campaigns, including campaigns for the purpose of distributing offers to the Users to take part in the relevant campaign and receive promotional incentives and benefits; distribution of advertising and information materials to the User both related to goods (works, services) of the Operator, and those of third parties through telecommunication networks, using among others telephone, facsimile, mobile radiotelephone communications, or through direct contacts; using targeted advertising materials and other information made available to the User.

5.3.6. detecting and/or preventing circumstances conducive to the use of the Operator's Services for illegal purposes or for the purposes prohibited by the rules of the respective Operator's Services.

5.3.7. increasing Users' loyalty to the Operator's Services.

5.3.8. identifying and eliminating bugs/errors in the Operator's software.

6. How does Rostelecom safeguard User's information?

6.1. The Operator shall undertake any reasonable and appropriate measure to prevent any destruction, distortion, or unauthorized disclosure of information about users.

6.2. The Operator shall ensure maintaining confidentiality of the relevant information to the extent and subject to terms and conditions set forth in applicable Russian law and these Terms and Conditions.

7. How does Rostelecom access User's information

7.1. Beside the Operator the following persons shall be entitled to access users' information, subject to compliance with requirements of applicable Russian law:

7.1.1. persons whose rights and obligations regarding access to relevant information are established by federal Russian laws;

7.1.2. Users of the Operator's Services, in respect of the access to information that confirms their identity (Users' personal data), subject to entering password and login specified by them in the course of registration;

7.1.3. the Operator's partners in respect of joint partnership projects and services of the Operator to the extent and subject to terms and conditions established by the relevant documents, regulating their use;

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7.1.4. users of other projects and services of the Operator to the extent and subject to terms and conditions established by the relevant documents of the Operator, regulating their use;

7.1.5. persons and organizations providing technical support for the Operator's Services to the extent required for performance of such technical support, subject to their compliance with the obligation to keep confidentiality of the information about Users.

8. User's rights in respect of information

8.1. The Operator shall guarantee that following rights of the Operator's Services User are respected:

8.1.1. the right to receive information whether the Operator is processing personal data;

8.1.2. the right to delete personal data being processed;

8.1.3. the right to edit, rectify or correct processed personal data, subject to requirements of these Terms and Conditions. Deletion of personal data shall be accomplished within three (3) business days after the date of receipt of the User's relevant request and may result in the User's inability to use the relevant Operator's Services.

8.1.4. the Operator shall be entitled to delete information about the User where the User violates provisions of the Operator's documents, including provisions setting forth terms of use of individual Operator's Services.

8.2. The User shall be entitled to distribute the User's own personal data using any legal means. The Operator shall not be liable for actions of third parties that gained access to information about Users as a result of the said distribution, or illegally accessed protected information about Users.

9. Restrictions on using User's information

9.1. In the event that the login and password of a User or other confidential information about such User become known to another User, the latter shall be obliged to notify the Operator about such fact and shall not use the information that became known to such another User.

9.2. The Operator may use information about Users for the purpose of analyzing Users' interests and preferences, adapting the Operator's Services according to results obtained from the said analysis, as well as for advertising purposes on the Operator's Services to the extent required for displaying such ads to the target audience.

Information from Users' profiles shall not be used by the Operator for sending any information to Users, except for the cases stipulated by rules (regulations) of the use of the respective Operator's Services, or at the User's express request.

10. How does Rostelecom use browser information

10.1. The Operator shall use information stored on the browser side, in accordance with the purposes set forth in these Terms and Conditions, to determine a unique user's access identifier to access the Operator's Services, for the following purposes:

10.1.1 supporting performance of resources which require the use of information stored on the browser side;

10.1.2. displaying ads to the target audience;

10.1.3. measuring the size of site audiences, their combinations and overlaps;

10.1.4. determination of statistics of information preferences of users accessing various Services of the Operator;

10.1.5. identifying for research purposes correlation of statistical data on website visits with sociometric data about the Operator's Users.

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10.2. By applying software settings, the User will be able to prevent any use of information stored on the browser in the User's computer (mobile device), but this may lead to partial or complete loss of the Operator's Services functionality.

10.3. The Operator shall be entitled to provide relevant information to the persons listed in par. 7 of these Terms and Conditions.

11. Access to third-party services and Internet resources

11.1. The User's access to the Operator's Services may result in requesting provision of services and visiting Internet resources of third parties and downloading from them program codes and/or graphic objects (including those invisible while Internet pages are displayed by the browser) used for advertising purposes and gathering statistical data.

11.2. Internet resources owners have a technical capability to collect information about Users and independently set forth terms and conditions of such information use.

11.3. By applying relevant software settings, the User will be able to block requests for graphic images hosted on third-party servers, however, this may result in loss of readability and appearance of errors while displaying resources.

11.4. Where Users move from pages on the Operator's Services to pages of services and Internet resources of third parties, the Users independently determine the limits of using Users' information under terms and conditions and according to rules set forth by respective owners of the services and Internet resources, while such owners, however, have the technological capability to access information stored on the browser side, and shall be responsible for respecting users' rights in connection with the use of such information.

12. Users' requests

12.1. The Operator shall review requests in connection with these Terms and Conditions, including Users' requests regarding treatment of Users' personal data, that are filed sending a feedback form.

12.2. The time period allocated for responding to filed and received requests shall be equal to thirty (30) business days after the date of receipt of the relevant request. Anonymous requests shall not be reviewed. Any communications sent by Users to the Operator (letters in a regular or electronic form) shall be treated by the Operator as restricted access information and may be published only subject to a written consent of the User, while addresses, personal data and other information about Users who sent such letters shall not be used without such Users' special consent for any purpose other than for responding according to the subject of the received request.

13. How can users access these Terms and Conditions

13.1. These Terms and Conditions shall be an open and publicly available document. The current version is available on the Internet using the Internet link posted at: <https://www.rt.ru/legal>.

13.2. The Operator shall be entitled to offer an opportunity for the User to modify and/or supplement these Terms and Conditions by publishing a new version of these Terms and Conditions on the website at the address specified in par. 13.1 above. Any action of using any of the Operator's Services subject to new terms shall be deemed an implied acceptance by the User of such an offer.