

PRIVACY POLICY



www.mradvice.eu

This Privacy Policy is an annex to the Terms and Conditions of the Online Service. All terms included in this Privacy Policy, shall be interpreted in accordance with the provisions of the Terms and Conditions of the Online Service, unless a different meaning is expressly indicated in the Privacy Policy. This Privacy Policy is effective as of 11 July 2022.

I. DATA PROCESSING

By submitting data from the User to the Service Provider, with regard to the use of the Website, the User consents to the inclusion of his/her personal data in the Service Provider's database and to its processing for the purpose of providing the Service under these Regulations.

The administrator of the Personal Data is:

GSPARK Education & Training Computer Software (licence number: 989966) with registered office at 1302 Marina Plaza, Al Marsa, P.O. Box 283 691 Dubai, United Arab Emirates (hereinafter referred to as "Administrator" or "Service Provider"). The Administrator can be contacted at: contact@mradvice.eu.

The Administrator processes personal data in accordance with the requirements of applicable law, including in particular the United Arab Emirates Privacy Laws regarding the security of personal data. The User is responsible for providing false personal data. By accepting the Privacy Policy, the User agrees to the terms and conditions of collecting, processing and securing personal data related to the use of the Website.

II. RESPECT FOR PRIVACY

The Service Provider shall make every effort to ensure that personal data is processed with the utmost respect for the privacy of the data provider and with the utmost care for the security of the personal data processed, and in particular shall ensure that all legal measures are taken to ensure the protection of the personal data collected.

III. MEASURES APPLIED

The Service Provider declares that it applies technical and organisational measures to ensure the protection of the processed personal data appropriate to the threats and the category of

data protected, and in particular it protects the data from being made available to unauthorised persons, from being processed in violation of the law, and from being lost, damaged or destroyed.

IV. SCOPE AND PURPOSE OF PROCESSING

The Service Provider processes the User's personal data in order to:

1. Establish, amend, perform or terminate the contractual relationship between the Service Provider and the User;
2. Comply with the Administrator's legal obligations;
3. Provide marketing and advertising of the Services, as well as sending commercial information;
4. use data communication terminal equipment and automatic triggering systems for marketing purposes;

V. DATA PROFILING

The processing of personal data includes the profiling of Users in terms of their behaviour, interests, payment reliability and purchasing preferences. On the basis of profiling, Users are provided with specific content that may potentially be of interest to them.

VI. SHARING OF DATA

In order to conclude the Agreement, the Administrator may share the collected personal data with entities, including: employees, collaborators, courier company, online payment system operators, entities providing operational, legal, accounting and IT services to the Service Provider, as well as entities personally or financially related to the Service Provider. In such cases, the amount of information disclosed is limited to the necessary minimum.

VII. SITE TRAFFIC ANALYSIS

The Service Provider declares that it may use traffic analysis tools on the Website such as Google Analytics and other similar tools. In particular, the Service Provider is entitled to collect information about the User's activity and behaviour, such as visiting the Website and using the Services. The Service Provider uses this data for market research and traffic on the Service, as well as to compile statistics, in particular to assess interest in the content posted, as well as to improve the Service and to fulfil its obligations in the field of anti-money laundering and terrorist financing. The data collected will be processed on an anonymous basis and used exclusively for statistical purposes or to ensure the correct use of the Website.

IIX. TERMINATION OF THE SERVICE

Upon termination of the Agreement by the User, the Service Provider shall not process the User's personal data except for:

1. statements made by the User under these Terms and Conditions;
2. advertising, market and behavioural research in order to improve the quality of the services provided;
3. clarification of circumstances contrary to these Regulations or the right to use the Website or the Services provided on the Website;
4. authorization of processing pursuant to an agreement or separate provisions of law.

IX. USER'S RIGHTS

The Service Provider shall ensure that the applicable conditions for the processing of personal data comply with the Users' rights under applicable legislation, in particular the rights of access, rectification, updating, deletion, restriction of processing, portability of own data, to object, to withdraw consent, to lodge a complaint with a supervisory authority. Notices regarding the Privacy Policy and personal data shall be handled in accordance with the complaint procedure set out in these Terms and Conditions.

X. SCOPE OF DATA

The Service Provider processes or may process the User's personal data, respectively to the extent of the data provided by the User, including in particular identification and contact data.

XI. BROWSING THE SERVICE

Browsing the Website does not require the User to provide personal data, unless access to certain content or services is dependent on the provision of such data.

XII. DATA PROCESSING PRINCIPLES

The Service Provider observes the following principles of personal data processing:

1. saving the collected personal data only on such storage media which are protected from access by third parties;
2. notification of personal data collections or appointment of persons performing the required duties for this purpose;
3. to supervise the security of personal data throughout the period of its possession in order to ensure, in particular, protection against unauthorised access, damage, destruction or loss;
4. to make personal data available to the competent authorities on the basis of the applicable legislation;
5. maintaining the confidentiality of personal data;

Personal data processed by the Service Provider shall not be disclosed in a form which allows any identification of the User, unless the User has given his/her consent or the obligation to disclose such information results from applicable laws.

XIII. COOKIES

Types of Cookies

The Service Provider may use the following types of cookies on the Website and Application:

1. temporary, which are deleted when you leave the Website or switch off your web browser;
2. permanent, which are stored on the User's terminal equipment for an indefinite period of time or until they are manually deleted by the User;
3. statistical, which track traffic on the Website;
4. functional, enabling personalisation of the Service in relation to the User;
5. advertising, which makes it possible to provide the User with content tailored to his personal preferences;
6. mandatory and security, which relate to the rules for maintaining security on the Website and authentication rules.

Purposes of use

The Service Provider uses cookies for the following purposes:

1. optimisation and improvement of the performance and quality of the Services;
2. correct configuration of the functions available on the Website and Application;
3. to personalise the content displayed and to tailor advertising to visitors of the Website and Application;
4. after logging in to maintain the User's session on the Website and Application, so that the User does not have to re-enter his/her login and password on each sub-page;
5. to maintain the security and reliability of the Website and Application;
6. to collect and use general and publicly available statistical data by means of analytical tools.

Analysis

To ensure the highest quality, cookies are analysed to determine which sub-pages are visited most frequently, which browsers visitors use and whether the structure of the Website is error-free.

Cooperation with entities

Cookies stored on the User's terminal device may be used by other entities that affect the quality of the Services provided. The User may, at any time, change his/her own settings regarding cookies, specifying the conditions for storing and granting access to cookies on the User's device. The User has the possibility to change the settings referred to above through the settings of his/her web browser or through the configuration of the Services. These settings can be changed in such a way as to block the automatic activity of cookies in the web browser or to inform the User that a cookie has been placed on the User's device.

User rights

The User may delete cookies at any time using the settings available in the web browser they are using. Restricting or blocking cookies by the web browser used will not prevent Users from using the Website, however, this may cause hindrances or irregularities in the operation of the

Website for which the Service Provider is not responsible. It is recommended to use software that allows the handling of cookies.