
PRIVACY POLICY

LATEST UPDATED 30.11.2018

IMPORTANT:

PLEASE, READ THIS PRIVACY POLICY CAREFULLY

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INTRODUCTION

This Privacy Policy explains how the **Suvorov Limited OÜ**, registered in Estonia, with the number of the company 14561110 and the registered office address: Harju maakond, Tallinn, Lasnamäe linnaosa, Punane tn 56, 13619 („**Suvorov Limited OÜ**“ , „Company“, „We“ or „Us“), collects, stores, uses and protects personal information. You accept this Privacy Policy when using the **Suvorov Limited OÜ** services or any other functions, technologies or functionality offered by the **Suvorov Limited OÜ** on the website thejoy.io or by any other means. The terms of sale of tokens, the terms of service and the privacy policy is a single set of rules that governs the relationship between the buyer and **Suvorov Limited OÜ**. You cannot accept it in part, this set of rules should be adopted in full. If there is any conflict between the Conditions of the sale of token and the Conditions of Service, the Conditions of the sale of token shall prevail. If any conflict between the Conditions of Service and the Privacy Policy, the Conditions of Service shall prevail. While doing business, **Suvorov Limited OÜ** cannot comply with the requirements of all jurisdictions throughout the world. If any provisions of this document violate or transgress the law to which you are exposed, then the law of your jurisdiction shall be valid. By entering into relations with **Suvorov Limited OÜ**, you agree to comply with the law of your jurisdiction. **Suvorov Limited OÜ** may refuse this Privacy Policy, which each of you has accepted, that is, to refuse further rendering of service.

Before using the site thejoy.io , ((hereinafter referred to as the Site), carefully read the User Agreement and Disclaimer of the site thejoy.io, (hereinafter referred to as the User Agreement) and the Privacy Policy of the site thejoy.io (hereinafter: the Privacy Policy). The use of the Site is only possible on the terms set forth in the above-mentioned documents. If you do not agree with their terms and conditions, you should immediately stop using the Site. The use of the Site means that you agree to the conditions of the User Agreement and the Privacy Policy).

1. Terms and Definitions

This Privacy Policy uses the terms and definitions given in the User Agreement, as well as the terms and definitions given below:

1.1. Administration of the site (hereinafter referred to as the Administration) – the employees authorized to manage the ICO site of the TheJoy.io project, acting on behalf of the **Suvorov Limited OÜ**, who organize and / or process personal data, as well as determine the purposes of personal data processing, the content of personal data used for processing, actions (operations) performed with personal data.

1.2. Confidentiality of personal data is a mandatory requirement for the Site Administration or other persons who have access to a personal data to prevent their dissemination without the consent of the subject of personal data or in absence of other legal grounds.

1.3. Cookies are a small piece of data sent by a web server and stored on a user's computer (or other device) that the web client or web browser sends to the web server each time in an HTTP request when they try to open the page of a corresponding site.

1.4. Personal data processing – any action (operation) or a set of actions (operations) performed with personal data, using automation tools or without using such tools, including collection, recording, systematization, accumulation, storage, elaboration (updating, modification), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.

1.5. Personal data – any information related to a directly or indirectly defined or determined physical person (subject of personal data).

1.6. Site user (hereinafter referred to as the User) is a person who has access to the ICO site of the The Joy project via the Internet and using information, materials and products of the ICO project site.

1.7. The ICO project site is a collection of linked web pages located on the Internet at a unique URL (URL): TheJoy.io, as well as its subdomains.

1.8. Subdomains are pages, or a set of pages located on third-level domains belonging to the ICO site of the TheJoy.io project as well as other temporary pages, at the bottom of which there is the contact information of the Administration.

1.9. The product is a product that the User orders on the site and pays through the payment systems.

1.10. IP-address is a unique network address of a node in a computer network built on the IP protocol and through which the User accesses the Site.

2. General Provisions

2.1. The administration of the site has the right at any time to unilaterally change the Privacy Policy without any special notification. The current version of the Privacy Policy is posted on the Site and is effective from the moment of publication.

2.2. The text of the Privacy Policy is written in English. If any translation of the Privacy Policy conflicts with its English version, the English version prevails.

2.3. This Privacy Policy applies to all information that the Site can receive about the User while using the Site by the latter.

2.4. The Use of the Site by the User means acceptance of this Privacy Policy and the conditions of processing the User's personal data. In case of disagreement with the conditions of the Privacy Policy, the User must stop using the Site.

2.5. This Privacy Policy directly applies to the Site only. The administration of the site does not control and does not bear responsibility for the sites of third parties to which the User can proceed clicking on the links available on the Site.

2.6. The Site Administration does not verify the authenticity of the personal data provided by the Site User.

2.7. In the Promotion Rules, additional conditions related to the processing of personal data may be set forth, which, if any, should be considered as part of the Privacy Policy. If certain provisions of the Privacy Policy conflict with the provisions of the Promotion Rules, then the latter take precedence.

3. Subject of the Privacy Policy

3.1. This Privacy Policy sets forth the obligations of the Site Administration for non-disclosure and the provision of a regime for protecting the confidentiality of personal data that the User provides upon the request of the Site Administration upon the registration on the ICO Project website.

3.2. Personal data authorized for processing under this Privacy Policy are provided by the User by filling out the registration form on the Site and includes the following information:

- 3.2.1. surname, first name, patronymic of the User;
- 3.2.2. date of birth of the User;
- 3.2.3. gender of the User;
- 3.2.4. postal address of the User;
- 3.2.5. contact phone of the User;
- 3.2.6. e-mail address
- 3.2.7. place of residence of the User (if necessary)
- 3.2.8. address of the Products delivery (if necessary)
- 3.2.7. photo (if necessary).

3.3. In some cases, the Site can automatically receive technical information that is not Personal data (type of the Internet browser, type of computer operating system, IP address, geolocation, etc.).

3.4. The site can store some information on the computer (or other device) of the User in the form of cookies.

3.5. The site protects Data that is automatically transmitted when visiting pages:

- 3.5.1. IP – address;
- 3.5.2. information from cookies;
- 3.5.3. information about browser;
- 3.5.4. time of access;
- 3.5.5. referrer (address of a previous page)

3.6. Disabling cookies may result in the inability to access parts of the site that require authentication.

3.7. The site collects statistics about the IP-addresses of its visitors. This information is used to prevent, identify and solve technical problems.

3.8. Any other personal information specified above (visit history, browsers used, operating systems, etc.) is subject to secure storage and non-distribution, except as provided in clauses 5.2. and 5.4. of this Privacy Policy.

4. Purpose of Collecting the User Personal Information

4.1. The Site Administration keeps the User personal information in its database.

4.2. The Site Administration may enter into a contract with third parties in order to store the User personal information.

4.3. The Site Administration does not sell or rent personal information of the User to third parties for marketing purposes without the User's consent.

4.4. The User personal data can be used by the Site Administration with a purpose of:

4.5. Identification of a User registered on the ICO Project's website to provide access to personalized resources of the Site (Personal account).

4.6. Establishing feedback with the User on the use of the Site and conducting promotional actions;

4.7. To determine the location of the User for security, prevention of fraud.

4.8. Granting the User access to personalized site data of the ICO project.

4.9. Confirmation of the authenticity and completeness of the personal data provided by the User.

4.10. Notifying the User by e-mail.

4.11. Granting to the User, with his consent, special offers, information on prices, newsletters and other information on behalf of the ICO project site.

4.12. Providing the User with the effective customer and technical support in case of problems related to the use of the ICO Project Site.

4.13. Creation of an account to use parts of the ICO project site, subject to the User's consent for creation of account.

4.14. Identification of the User, Establishment of feedback with the User, including sending notifications, requests concerning the use of the ICO project website, rendering services and processing requests and applications from the User.

4.15. The implementation of advertising activities with the consent of the User.

5. Ways and Terms of Creating and Processing of Personal Information

5.1. The processing of the User's personal data is carried out without any time limit, in any legal way, including in personal data information systems, using automation tools or without using such means.

5.2. The User agrees that the Administration has the right to transfer personal data to third parties, in particular, courier services, postal service organizations (including electronic), and telecommunication operators solely for the purpose of fulfilling the User's order issued on the ICO project website, including the delivery of the Goods, documentation or e-mail messages.

5.3. The User agrees that the Administration has the right to transfer personal data to third parties that provide personal information storage services for the User to prevent fraud. Such third-party services are related to confidentiality and non-disclosure agreements and cannot use the personal information of the Users for any other reason than those specified in this privacy policy.

5.4. Personal data of the User can be transferred to the authorized bodies of the state authority of the Republic of Estonia only on the grounds and in the manner established by the legislation of the Republic of Estonia.

5.5. With the loss or disclosure of personal data, the Administration has the right not to inform the User about the loss or disclosure of personal data.

5.6. The Administration takes necessary organizational and technical measures to protect the User's personal information from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties.

5.7. The Administration together with the User takes all necessary measures to prevent losses or other negative consequences caused by loss or disclosure of the User personal data.

6. Rights and Obligations of the Parties

6.1. The User is obliged:

6.1.1. Provide reliable information about the personal data necessary to use the Site;

6.1.2. Update, supplement the provided information about personal data in case of changing this information.

6.2. The User has the right to:

6.2.1. Make a free decision to provide your personal data needed to use the project site and give a consent for their processing.

6.2.3. Update, supplement the provided information about personal data in case of changing this information.

6.2.4. The User has the right to receive from the Administration information concerning the processing of his personal data, if such right is not restricted in accordance with the laws.

6.2.5. The User has the right to demand from the Administration the specification of his personal data, their blocking or destruction in the event that personal data are incomplete, outdated, inaccurate, illegally obtained or not necessary for the stated purpose of processing, and to take legal measures to protect their rights.

6.3. The Site administration is obliged:

6.3.1. Use the information received solely for the purposes specified in clause 4 of this Privacy Policy;

6.3.2. To ensure that confidential information is kept secret, not to disclose without the prior written permission of the User, as well as not to sell, exchange, publish or disclose the transmitted personal data of the User in any other way, except for clauses 5.2 and 5.4. of this Privacy Policy.

6.3.3. Take precautions to protect the privacy of the User's personal data in accordance with the procedure normally used to protect this kind of information in the existing business turnover.

6.3.4. To block personal data related to the relevant User from the moment of applying or request of the User, or his legal representative or authorized body for protection of the rights of subjects of personal data for the verification period, in case of revealing unreliable personal data or illegal actions.

7. Responsibility of the Parties

7.1. The Administration, where it has not fulfilled their obligations, shall be liable for losses incurred by the User in connection with the misuse of the personal data, in accordance with the legislation (country), except for cases stipulated in cl. 5.2., 5.4. and 7.2. of this Privacy Policy.

7.2. In case of loss or disclosure of Confidential Information, the Administration is not liable if this confidential information:

7.2.1. Became public property before its loss or disclosure.

7.2.2. It had been received from a third party before it was received by the Resource Administration.

7.2.3. It was disclosed with the consent of the User.

7.3. The User is fully responsible for compliance with the requirements of the law (country), including laws on advertising, on protection of copyright and related rights, on

protection of trademarks and service marks, but not limited to those listed, including full responsibility for the content and form of materials.

7.4. The User acknowledges that the person who provided such information is responsible for any information (including but not limited to: data files, texts, etc.) to which he may have access as a part of the ICO project site.

7.5. The User agrees that the information provided to him as a part of the project's ICO site may be an object of intellectual property, the rights to which are reserved and belong to other Users, partners or advertisers who post such information on the ICO website of the project. The User has no right to make changes, lease, transfer as a loan, sell, distribute or create derivative works on the basis of such Content (in whole or in part), unless such actions have been expressly authorized in writing by the owners of such Content in accordance with conditions of a separate agreement.

7.6. In relation to text materials (articles, publications that are freely available on the ICO project website), their distribution is allowed provided that a link to the Site is given.

7.7. The Administration shall not be liable to the User for any loss or damage incurred by the User as a result of the removal, malfunction or inability to preserve any Content and other communication data contained on or transmitted through the ICO project website.

7.8. Administration is not liable for any direct or indirect damages caused by: the use or inability to use the site, or individual services; unauthorized access to the User's communications; statements or behaviour of any third party on the site.

7.9. Administration is not responsible for any information posted by the user on the ICO website of the project, including but not limited to: copyrighted information, without the express consent of the copyright owner.

8. Settlement of Disputes

8.1. Before applying to the court with a claim for disputes arising from the relationship between the User and the Administration, it is mandatory to present a claim (a written proposal or an offer in electronic form on the voluntary settlement of the dispute).

8.2. The receiver of the claim within 30 calendar days from the date of receipt of the claim, in writing or in electronic form, notifies the applicant of the claim about the results of the examination of the claim.

8.3. If the agreement is not reached, the dispute will be referred to the Arbitration Court of Tallinn city.

8.4. The current legislation of the Republic of Estonia is applied to this Privacy Policy and the relationship between the User and the Administration.

9. Additional Conditions



9.1. The Administration has the right to make changes to this Privacy Policy without consent of the User.

9.2. The new Privacy Policy comes into effect from the moment it is posted on the ICO website of the project, unless otherwise provided for in the new edition of the Privacy Policy.

9.3. The User must regularly check the Privacy Policy updates.

9.4. The current Privacy Policy is posted on the page at: thejoy.io

9.5. All the requests and complaints to the Administration of the Site that may arise from the Users can be sent to the e-mail address: info@thejoy.io.