# Terms and conditions

Effective date: 26.07.2022

Vizzie ("us", "we", or "our") operates this website (hereinafter referred to as "Service").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

# Your obligations

You shall not, directly or indirectly:

- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service or any software, documentation or data related to the Service
- modify, translate, or create derivative works based on the Service.
- access all or any part of the Service or the Software in order to build a product or Service which competes with the Service;
- use the Service to provide services to third parties;
- use the Service in a manner that is illegal or causes damage or injury to any person or property;

# Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to hello@vizzie.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims" You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

## Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Vizzie and its licensors. The Service is protected by copyright,

trademark, and other laws around the world. Our trademarks and trade dress may not be used in connection with any product or Service without our prior written consent

#### Links To Other Services

Our Service may contain links to third party websites or Service that are not owned or controlled by us.

We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third party websites or Service. We do not warrant the offerings of any of these entities/individuals or their Service.

We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or Service available on or through any such third party websites.

We strongly advise you to read the terms and conditions and privacy policies of any third party websites that you visit.

#### **Termination**

We may terminate or suspend access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## Indemnification

You agree to defend, indemnify and hold us harmless and our licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, b) a breach of these Terms.

# Limitation Of Liability

In no event shall Vizzie nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

#### **Disclaimers**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Vizzie subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

#### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

# Governing Law

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

# Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

#### Contact Us

If you have any questions about Terms and Conditions, please contact us via this address. Vizzie, Predslavynska St, 57, Kyiv, Ukraine.

# Privacy Policy

Effective date: 26.07.2021

## Introduction

Welcome to Vizzie Service

Vizzie ("us", "we", or "our") operates this website (hereinafter referred to as "Service").

Our Privacy Policy explains how we collect, safeguard and disclose information that results from your use of our Service.

We use your data to provide and improve Service. By using Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, the terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.

Our Terms and Conditions ("**Terms**") govern all use of our Service and together with the Privacy Policy constitutes your agreement with us ("**agreement**").

#### Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

#### Types of Data Collected

#### Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("**Personal Data**"). Personally identifiable information may include, but is not limited to:

- 1. Email address
- 2. First name and last name
- 3. Phone number
- 4. Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at [support team]

#### Usage Data

We may also collect information that your browser sends whenever you visit our Service or when you access Service by or through a mobile device ("Usage Data").

Such information may include

- computer's Internet Protocol address (e.g. IP address),
- browser type,

- browser version,
- type of device you are using
- the pages of our Service that you visit,
- the time and date of your visit,
- the time spent on those pages,
- unique device identifiers
- other diagnostic data.

#### Use of Data

Data protection law means that we can only use your data for certain reasons and where we have a legal basis to do so. Here are the reasons for which we process your data:

## Providing our Services

We use some of your information to provide our services.

Legal basis: contract, legitimate interests

Improving our service

Testing features, interacting with feedback platforms and questionnaires, managing landing pages, heat mapping our site, traffic optimization and data analysis and research, including profiling and the use of machine learning and other techniques over your data and in some cases using third parties to do this.

Legal basis: contract, legitimate interests

Customer support

Notifying you of any changes to our service, solving issues via live chat support, phone or email including any bug fixing.

Legal basis : contract

Marketing purposes (with your consent)

Sending you emails and messages about new features, products and services, and content.

Legal basis: consent

## Legal basis

#### Consent

You have given clear consent for you to process your personal data for a specific purpose.

You can change your mind!

If you have previously given consent to our processing of your data you can freely withdraw such consent at any time. You can do this by emailing us at [support team]

If you do withdraw your consent, and if we do not have another legal basis for processing your information, then we will stop processing your personal data. If we do have another legal basis for processing your information, then we may continue to do so subject to your legal rights.

#### Contract

Processing your data is necessary for a contract you have with us, or because we have asked you to take specific steps before entering into that contract.

#### Legitimate interests

Processing your data is necessary for our legitimate interests or the legitimate interests of a third party, provided those interests are not outweighed by your rights and interests. These legitimate interests are:

- gaining insights from your behavior on our website or in our app
- delivering, developing and improving the Juro service
- enabling us to enhance, customize or modify our services and comms
- determining whether marketing campaigns are effective
- enhancing data security

In each case, these legitimate interests are only valid if they are not outweighed by your rights and interests

# Your Data Protection Rights Under General Data Protection Regulation (GDPR)

If you are a resident of the European Union (EU) and European Economic Area (EEA), you have certain data protection rights, covered by GDPR. — See more at <a href="https://eur-lex.europa.eu/eli/reg/2016/679/oj">https://eur-lex.europa.eu/eli/reg/2016/679/oj</a>

We aim to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data.

If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please email us at [support team].

In certain circumstances, you have the following data protection rights:

- 1. the right to access, update or to delete the information we have on you;
- 2. the right of rectification. You have the right to have your information rectified if that information is inaccurate or incomplete;
- 3. the right to object. You have the right to object to our processing of your Personal Data;
- 4. the right of restriction. You have the right to request that we restrict the processing of your personal information;

- the right to data portability. You have the right to be provided with a copy of your Personal Data in a structured, machine-readable and commonly used format;
- 6. the right to withdraw consent. You also have the right to withdraw your consent at any time where we rely on your consent to process your personal information;

Please note that we may ask you to verify your identity before responding to such requests. Please note, we may not able to provide Service without some necessary data.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

#### Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), provide Service on our behalf, perform Service-related services or assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

#### Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

#### Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <a href="https://policies.google.com/privacy?hl=en">https://policies.google.com/privacy?hl=en</a>

We also encourage you to review Google's policy for safeguarding your data: <a href="https://support.google.com/analytics/answer/6004245">https://support.google.com/analytics/answer/6004245</a>.

#### Behavioral Remarketing

We use remarketing services to advertise on third party websites to you after you visited our Service. We and our third-party vendors use cookies to inform, optimize and serve ads based on your past visits to our Service.

#### Google Ads (AdWords)

Google Ads (AdWords) remarketing service is provided by Google Inc.

You can opt-out of Google Analytics for Display Advertising and customize the Google Display Network ads by visiting the Google Ads Settings page: <a href="http://www.google.com/settings/ads">http://www.google.com/settings/ads</a>

Google also recommends installing the Google Analytics Opt-out Browser Add-on — <a href="https://tools.google.com/dlpage/gaoptout">https://tools.google.com/dlpage/gaoptout</a> — for your web browser. Google Analytics Opt-out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <a href="https://policies.google.com/privacy?hl=en">https://policies.google.com/privacy?hl=en</a>

#### Disclosure of Data

We may disclose personal information that we collect, or you provide:

#### Disclosure for Law Enforcement

Under certain circumstances, we may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities.

#### **Business Transaction**

If we or our subsidiaries are involved in a merger, acquisition or asset sale, your Personal Data may be transferred.

#### Other cases. We may disclose your information also:

- 1. to our subsidiaries and affiliates;
- 2. to contractors, service providers, and other third parties we use to support our business;
- 3. to fulfill the purpose for which you provide it;
- 4. with your consent in any other cases;
- 5. if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of the Company, our customers, or others.

## Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

We will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organisation or a country unless there are adequate controls in place including the security of your data and other personal information.

#### Retention of Data

We will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to

comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

Some data you can delete whenever you like, some data is deleted automatically, and some data we retain for longer periods of time when necessary. When you delete data, we follow a deletion policy to make sure that your data is safely and completely removed from our servers or retained only in anonymized form.

We will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

# Information retained for extended time periods for limited purposes

Sometimes business and legal requirements oblige us to retain certain information, for specific purposes, for an extended period of time. For example, when we process a payment for you, or when you make a payment to us, we'll retain this data for longer periods of time as required for tax or accounting purposes. Reasons we might retain some data for longer periods of time include:

- Security, fraud & abuse prevention
- Financial record-keeping
- Complying with legal or regulatory requirements
- Ensuring the continuity of our services
- Direct communications

## Cookies

#### Tracking Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

1. **Session Cookies:** We use Session Cookies to operate our Service.

- 2. **Preference Cookies:** We use Preference Cookies to remember your preferences and various settings.
- 3. **Security Cookies:** We use Security Cookies for security purposes.
- 4. **Advertising Cookies:** Advertising Cookies are used to serve you with advertisements that may be relevant to you and your interests.

#### Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

# Children's Privacy

Our Service does not address anyone under the age of 18 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of

18. If you are a parent or guardian and you are aware that your Child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

## Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

# Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update "effective date" at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

#### Contact Us

If you have any questions about this Privacy Policy, please contact us via [support team]

or via this address. Vizzie, Predslavynska St, 57, Kyiv, Ukraine.