

THE POLICY OF CONFIDENTIALITY OF NEW-LIFE.COM

The present policy of confidentiality of personal data (further mentioned as CP) is referent to all the information, which this website, wherein this CP has been expounded, may receive with reference to the User, as well as that referring to programs and products posted.

1. Interpretation of terms

1.1. The CP contains the following terms:

1.1.1. “Website administration” – employees authorized for website administration, who act on its behalf, manage or (and) process the personal data, decide on the objectives of personal data processing, on personal data contents, on operations with personal data.

1.1.2. “Personal data” – any information having reference to a certain legal or physical person under determination (subject of personal data).

1.1.3. “Personal data processing” – any action (operation) or collective actions (operations) performed with or without application of means of automation, including collection, recording, systematization, stockpiling, storage, revision (updating, change), extraction, use, transfer (distribution, provision of access), anonymization, blocking, deleting, destruction.

1.1.4. “Personal data confidentiality” – is a mandatory demand to be observed by website administration to prevent from data purposeful publication without personal data subject’s consent, or without other legal reason.

1.1.5. “Website user” (further mentioned as User) – a person having access to the website via Internet, and using the website at his discretion.

1.1.6. «Cookies» - a small fragment of data sent by web-server and saved in user’s PC, which web-user or web-browser transmits to web-server in HTTP message when attempt is made to open the page of a web-site.

1.1.7. “IP-address” – unique web host ID according to IP protocol.

2. General provisions

2.1. Usage of the website means that the User agrees with this CP and with conditions of his personal data processing.

2.2. Should user disagree with the conditions of CP, he must terminate to use the website.

2.3. The CP is applicable to this given website only. Website administration is out of control, and free from responsibility for websites of third persons whereto the User can surf through links available.

2.4. Website administration shall not verify the personal data provided by the User.

3. Subject of confidentiality policy

3.1. The present CP states and outlines the website administration's obligation regards the purposeful disclosure of personal data, which the User provides on website administration's request (for example, during registration, finalization of order, subscription for newsletters etc).

3.2. Personal data liable for processing under provisions of this CP, are provided by the User by way of filling in the forms from the website, which normally include the following:

3.2.1. Family name, first name and patronymic;

3.2.2. contact telephone number;

3.2.3. e-mail address;

3.2.4. place of residence etc.

3.3. Website administration also takes its best effort to protect the personal data which are automatically transmitted in surfing the website:

IP address;

cookies information;

information on browser (or other soft granting access);

timing of access;

pages visited;

referrer (previous page address) etc.

3.3.1. Disabling of cookies may prevent from access to the website.

3.3.2. The website piles up stats on IP addresses of visitors. This information is needed for fixing technical problems, and to look into correctness of operations.

3.4. Any other personal information not specified above (history of purchases, used browsers and operation systems etc) is not liable for purposeful disclosure, with exception of cases outlined in 5.2. and 5.3. of this CP.

3. Objectives of collection of User's personal data

4.1. User's personal data can be used by administration for purposes that follow:

4.1.1. Identification of user registered on the website for making an order and (or) Contract.

4.1.2. Granting access to website personalized resources.

4.1.3. Establishing feedback with user, including direction of messages, queries regards the use of the website, rendering services, processing of user's requests and orders.

4.1.4. Determination of user's location with view to security measures and to prevent from fraud.

4.1.5. Confirmation of validity and completeness of user's personal data.

4.1.6. Making account for enabling purchases, if the user agrees to do so.

4.1.7. Updating of the user on his order status.

4.1.8. Processing and acceptance of payments, confirmation of taxes or tax privileges, settlement of disputes on payment, decision on granting a credit line for the user.

4.1.9. Provision of efficient client and technical support should any problems with the website arise.

4.1.10. On user's consent, provision of information on products upgrading, on special offers, prices, circulation of newsletters and other information from the website and its partners.

4.1.11. On user's consent, carrying out advertising activities.

4.1.12. Granting access to different websites or partners' services with view to receipt of their offers, revisions or services.

4. Ways and terms of personal data processing

5.1. Personal data processing has no time limitations, it is done in any legal way, including that with application of personal data info-systems with or without automation.

5.2. User agrees that the administration shall be authorized to transfer the personal data to third persons, in particular – to courier services, postal services, operators of electronic communications – exclusively with the objective to perform user's orders finalized in the website in framework of standard offer.

5.3. User's personal data can be transferred to state authorities only under terms and conditions outlines by the effective Law.

5. Parties commitments

6.1. User shall be obliged:

6.1.1. provide correct and true information on personal data needed to use the website.

6.1.2. Update or replenish the information provided should that be changed.

6.1.3. Undertake protection of access to his confidential data stored in the website.

6.2. Website administration shall be obliged:

6.2.1. Use received information solely for the purposes outlined in paragraph 4 of this CP.

6.2.2. Keep user's personal data undisclosed with exception for paragraphs 5.2. and 5.3. of this CP.

6.2.3. Block user's personal data as of the moment the user, or his authorized proxy, or authorized body for protection of personal data for the period of check (if fraud of data or illegal actions are revealed), - applies for blocking of the same.

6. Parties liabilities

7.1. Website administration shall be liable for purposeful disclosure of user's personal data pursuant to effective legislation, except for instances outlined in 5.2., 5.3. and 7.2. of this CP.

7.2. In case of loss or disclosure of personal data, the website administration shall be free from liability, if such information:

- 7.2.1. became part of public domain before it had been lost or disclosed.
- 7.2.2. was obtained from the third party before it had got into website administration's possession.
- 7.2.3. was obtained by the third parties by way of unauthorized access to website files.
- 7.2.4. was disclosed on user's consent.
- 7.3. The user shall be responsible for correctness, validity and verity of personal data provided in accordance with the effective Law.

7. Settlement of disputes

- 8.1. Should any claim on disputes arising out of the user-website relations be forwarded to the court, prior claim (written proposal on voluntary settlement) shall be forwarded.
- 8.2. Respondent party in course of 30 days as of claim receipt, shall notify the plaintiff in written on the results of consideration.
- 8.3. If reconciliation fails, the dispute shall be brought to the court as is envisaged by the Law.
- 8.4. This CP and relations between the user and the website administration are governed by the effective legislation of Ukraine.

9. Final provisions

- 9.1. The website administration shall be entitled to introduce changed in this CP without user's consent.
- 9.2. This Policy of Confidentiality shall be effective as of the date of deployment in the website.