

# Privacy policy

## 2. GENERAL TERMS OF PRIVACY POLICY

2.1. This Privacy Policy (hereinafter - Policy):

Describes how ANG Group , Reg no. 14699305, legal address: Keskpäeva tee 25, Tabasalu arevik, Estonia 76901 (hereinafter – ANG Group), collects, obtains (receives), stores, protects, uses, destroys (erase), retrieves and otherwise legally processes Your Personal Data, types and categories of such Personal Data, and purposes and legal grounds of the processing, and informs You about Your rights regarding the processing of Your Personal Data by WAPI.

2.2. ANG Group collects and processes Your Personal Data in accordance with: Public Information Act, Personal Data Protection Act, Electronic Communications Act (hereinafter referred to as -Acts) and the Data Protection Ordinance (hereinafter referred to as DPO), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (hereinafter referred to as GDPR), other regulatory enactments, and only:

- for the legitimate aims and purposes and on the legitimate grounds, which are expressly and clearly defined in this Policy, and
- strictly to the extent and in amounts and strictly for the time frames necessary to achieve the purposes, for which the Personal Data is collected and processed, and
- subject to implementation of the appropriate technical and organisational measures in order to safeguard the rights and freedoms of the Data Subject (You), including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage of Personal Data.

2.3. In addition to the definitions, set forth in other sections of this Policy, such definitions are used herein:

2.3.1. “Personal Data” means any information relating to You, as an identified or identifiable natural person (‘data subject’);

2.3.2. "Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

2.3.3. "Controller" means- ANG Group , Reg no. 14699305, Legal address: Keskpaeva tee 25, Tabasalu arevik, Estonia 76901, email: oa@angagro.com;

2.3.4. "You" and/or "Your" means any natural person (Data subject), whose Personal Data is processed by ANG Group , when:

- You use ANG Group Services or register as or enquire about becoming a ANG Group customer, subscriber or user;
- You apply for a job, and/or establish, amend, terminate employment relations with ANG Group and You submit Your Personal Data or ANG Group acquires Your Personal Data from public databases on/or governmental/municipal/local authorities during employment relations with You in accordance with the law;
- You register, enter, post, share, modify Your Personal Data in, or close Your user account;
- You offer or provide goods or services to ANG Group;
- You use, visit, surf or browse the or navigate through the Website [www.angagro.com](http://www.angagro.com) (hereinafter- Website);
- You communicate with ANG Group in any way, including, but not limited to orally, in written, by phone, via e-mail, via communication forms on the Website, via ANG Group profile in social networks etc.;
- You submit or post any and all Your information, content, including photographs or comments to the Website, Your user profile, or ANG Group profiles in the social networks;
- ANG Group receives Your Personal Data from law enforcement authorities or courts and/or other competent authorities;
- ANG Group receives Your Personal Data from the Group Account holder;
- ANG Group receives Your Personal Data from its' agents with Your consent, given to this agent;

- ANG Group receives Your Personal Data from You or the third party with Your consent, given to this third party;
- ANG Group acquires the information and Your Personal Data from credit reference and fraud prevention agencies (only if required by law);

2.3.5. "Processor" means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the controller;

2.3.6. "Consent" of the data subject means any freely given, specific, informed and unambiguous indication of the data subject's wishes by which he or she, by a statement or by a clear affirmative action, signifies agreement to the processing of Personal Data relating to him or her;

2.3.7. "Personal Data breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

2.4. ANG Group ensures the confidentiality, privacy and security of Your Personal Data, as well as the legality of the data processing in accordance with the Acts and GDPR, and other related regulatory enactments.

### **3. SPECIAL TERMS ON DATA PROCESSING WHILE USING ANG Group SERVICES**

3.1. By using ANG Group Services, You confirm, acknowledge and understand that ANG Group cooperates with partners, some of whom are not located in Estonia or EEA. By accepting this Policy and using ANG Group Services You acknowledge and agree that some of Your Personal Data will be processed by our partners.

3.2. ANG Group warrants, that ANG Group cooperates only with partners, who are providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that any Your Personal Data processing will meet the requirements of the Acts and GDPR, and other.

3.3. ANG Group can share or provide Your identification data, as name, surname, ID document data, correspondence/contact data, payment requisites etc. with or to the partners in the

purpose to provide to You ANG Group services or services which You ordered from a partner of ANG Group (ANG Group is subcontractor).

3.4. If provided by law, including international treaties between Estonia and the residence state of our partners, ANG Group may disclose Your identity and contact information to governmental institutions, law enforcement body, court or other authorized institution or organization of the residence state of our partners, on the basis of the legal, grounded and valid request of such authority, institution or law enforcement body, court or other authorized institution or organization.

**4. THE PERSONAL DATA ANG Group PROCESSES, LEGITIMATE PURPOSES AND GROUNDS AND PERSONAL DATA SOURCES:**

Type or Categories of Your Personal Data	Purpose	Legal grounds for use of Your Personal Data	The Source of Personal Data
<p><b>Service Agreement data:</b></p> <p>Your identity information, as name, surname, identity code or number, if any, payment method (requisites), date of birth, residence address, e-mail, phone number, identity document data (when provided by law);</p>	<ul style="list-style-type: none"> <li>● To identify You;</li> <li>● To process any Your applications or registrations and/or to take steps to enter into, to perform, to implicate, to amend, to terminate or to cancel any Agreement with You</li> </ul>	<ul style="list-style-type: none"> <li>● The conclusion, performance, amendment, termination and/or cancelation of the Agreement between You and ANG Group legitimate interests;</li> <li>● Your consent, given in Agreement;</li> </ul>	<ul style="list-style-type: none"> <li>● Credit reference and fraud prevention agencies, only if required by law;</li> <li>● Group Account holder, if applicable;</li> <li>● Our agents;</li> </ul>

<p><b>or Employment data:</b></p> <p>Your identity information, as name, surname, identity code or number, if any, payment method, date of birth, residence address, e-mail, phone number, - identity document data (when provided by law), data about education, skills, knowledges, work experience and other data defined in law on employment, tax laws and other related regulatory enactments of Estonia.</p>	<p>(including, but not limited to employment, service, purchase, licences and any and all other agreement, You as a natural person may enter into with the ANG Group );</p> <ul style="list-style-type: none"> <li>● To provide ANG Group Services to You, or for ANG Group to receive services and goods from You;</li> <li>● To provide ANG Group services, which provide ANG Group directly or as a subcontractor;</li> <li>● To inform You on important</li> </ul>	<ul style="list-style-type: none"> <li>● Compliance with legal or regulatory obligations to which ANG Group is subject.</li> </ul>	<ul style="list-style-type: none"> <li>● You;</li> <li>● Recruitment and employment agencies, You have provided Your personal data to.</li> </ul>
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	<p>and/or legal events considering the Agreement with You, including legal disputes, violations of terms and conditions etc.;</p> <ul style="list-style-type: none"> <li>• To maintain the accountancy, personnel and employment management.</li> </ul>		
<p><b>Correspondence data:</b></p> <p>Your identity information as name, surname and correspondence address /method and other Personal Data You submit to ANG Group by any written or oral correspondence, including claims,</p>	<ul style="list-style-type: none"> <li>• To manage Your correspondence, complaints, feedback and queries.</li> </ul>	<ul style="list-style-type: none"> <li>• Your consent;</li> <li>• ANG Group legitimate interests;</li> <li>• Compliance with legal or regulatory obligations to which ANG Group is subject.</li> </ul>	<ul style="list-style-type: none"> <li>• You;</li> </ul>

<p>complaints, offers, also job offers.</p>			
<p><b>Promotional data:</b></p> <p>Your name and surname, e-mail and phone number;</p>	<ul style="list-style-type: none"> <li>● To notify You about changes to ANG Group Services, General terms and Conditions, the Website and to keep You up to date, new ANG Group products etc.;</li> <li>● To contact You for market research purposes</li> </ul>	<ul style="list-style-type: none"> <li>● Your consent;</li> <li>● ANG Group legitimate business interests;</li> <li>● The development of the Services and business activities of WAPI</li> </ul>	<ul style="list-style-type: none"> <li>● You;</li> </ul>

<p><b>Billing and accounting data:</b></p> <p>Your selected tariff, other payments (including salaries) and payment terms, defined in Your agreement with ANG Group and related taxes, fees and other obligatory payments.</p>	<ul style="list-style-type: none"> <li>• To organize billing and accountancy management.</li> </ul>	<ul style="list-style-type: none"> <li>• The conclusion, performance, amendment, termination and/or cancelation of the Agreement between You and ANG Group ;</li> <li>• ANG Group legitimate interests;</li> <li>• Compliance with legal or regulatory obligations to which ANG Group is subject;</li> <li>• Your consent;</li> <li>• ANG Group legitimate interests</li> </ul>	<p>You</p> <ul style="list-style-type: none"> <li>• The Agreement with You;</li> <li>• Public data bases;</li> </ul>
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**Website (cookies) data:**

(See Cookies Policy)  
Your IP address, Your Device, Your operating system, the date and time of Your access to the Website, the type of browser You use, Your online activities and Your preferences, the external sites that referred you to ANG Group Services

- To remember stateful information;
- To record Your browsing activity (including clicking particular buttons, logging in);
- To remember arbitrary pieces of information that the user previously entered into form fields.
- To analyse, administer and improve the Website and the ANG Group Services,
- To gather statistical information about visits to the Website.

- Your consent;
- ANG Group legitimate interests.

- Your Device (Your browser)

	<ul style="list-style-type: none"><li>● Other Users, advertisers and advertising networks that serve ads on the Website may also use their own mechanisms, like cookies. These third-party cookies are governed by the privacy policies of the entities placing the ads and are not subject to this Policy.</li><li>● To fulfil legal obligations stipulated by law or competent authorities.</li></ul>		
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<p><b>To Execute the legal requirements:</b></p> <p>Personal Data received from law enforcement authorities or courts and/or other competent authorities.</p>	<ul style="list-style-type: none"> <li>To fulfil legal obligations stipulated by law or competent authorities.</li> </ul>	<ul style="list-style-type: none"> <li>Compliance with legal or regulatory obligations to which ANG Group is subject.</li> </ul>	<ul style="list-style-type: none"> <li>law enforcement authorities or courts and/or other competent authorities.</li> </ul>
<ul style="list-style-type: none"> <li>If and when ANG Group receives Your Personal Data from other sources and/or persons, not mentioned above, which are not properly authorized by regulatory enactments or governmental/municipal authorities, ANG Group will not process such Personal Data without Your previous consent.</li> </ul>			

4.1. You are solely responsible for the validity, accuracy, correctness, reliability, quality, stability, completeness or up-to-dateness of Your Personal Data, You personally provide to ANG Group and/or its Agents.

4.2. ANG Group does not knowingly collect personal information from or on behalf of someone under 18. If You are under 18 do not register on the Website or provide any information about Yourself to ANG Group without consent, which must be given or ANG Group must be authorised by the holder of parental responsibility over You. ANG Group shall make reasonable efforts to verify in such cases that consent is given or authorised by the holder of parental responsibility over You, taking into consideration available technology. If ANG Group learns to have collected or received Personal Data from or on behalf of someone under 18 without consent of the holder of parental responsibility ANG Group will remove/erase such information and/or user account and not make future process Your Personal Data.

4.3. ANG Group does not process Your sensitive and other Personal Data, which processing is forbidden or restricted by law. You should not provide sensitive or special data, that is, data concerning racial or ethnic origin, political views, religious or philosophical beliefs, trade union membership, genetic and biometric data, data concerning health, or data concerning your sexual life or sexual orientation, in any material You submit to ANG Group in any way.

4.4. No automated individual decision making or profiling is performed in the course of the data processing of WAPI.

4.5. When You are using ANG Group Services, ANG Group offers You choices (privacy preferences) regarding how ANG Group contacts You for marketing related communications (Promotional Data) and whether ANG Group uses information regarding Your online activities on the Website for marketing purposes. To learn about ways to register Your privacy preferences with ANG Group please contact ANG Group . You may also register a do-not-contact requests by sending an email to [oa@angagro.com](mailto:oa@angagro.com) If You register a do-not-contact request, ANG Group may still contact You for non-promotional purposes, such as emails about Your accounts or our ongoing business relations.

4.6. You may refuse to accept browser cookies through Your browser settings. However, if You select this setting, You may be unable to access certain parts of ANG Group Services and the Website. Unless You set your browser to refuse cookies, ANG Group system may issue cookies when you direct your browser to ANG Group Services. If You disable cookies on Your Internet browser, ANG Group also may stop some processing of Your Personal Data when You visit the Website. For more details on how ANG Group uses cookies see Cookies Policy.

## **5. THE LEGITIMATE INTERESTS OF THE ANG Group**

5.1. Legitimate interests of ANG Group are:

5.1.1. To enter into and to perform the Agreement between You and ANG Group or between You and general contractor, who transferred part of contractual obligations to ANG Group;

5.1.2. To ensure and protect the interests and rights of ANG Group (for example, to file an objection, claim or pretension, and/or to bring an action to a court or arbitration)

5.1.3. To provide ANG Group Services;

- 5.1.4. To ensure the cyber, network and information security of ANG Group systems;
- 5.1.5. To develop and to enhance the ANG Group Services and business activities;
- 5.1.6. To support and analyse the performance of the Webpage;
- 5.1.7. To detect and prevent fraud, including the violations against ANG Group and its rights;
- 5.1.8. To maintain the personnel and employment management;
- 5.1.9. To maintain the accountancy management;
- 5.1.10. To comply with local and foreign law, law enforcement, court and regulatory bodies' (governmental and municipal /local authorities) requirements;
- 5.1.11. To operate the day-to-day running of the business and plan for strategic growth, including managing of customer, client, user, vendor, contractor, supplier and other relationships, sharing intelligence with stakeholders, implementing safety procedures, and planning and allocate resources and budget (General Corporate Operations and Due Diligence);
- 5.1.12. To protect the rights or property of ANG Group, its agents, members, customers, and others including to enforce ANG Group agreements, policies and terms of use of its Services.
- 5.1.13. To respond to emergencies;
- 5.1.14. To communicate with the users, clients, customers, suppliers etc business partners of ANG Group (send and receive Your correspondence, and provide the correspondent with an accurate, timely and apropos reply to You);
- 5.1.15. To initiate, render, bill, and collect payments for ANG Group Services;
- 5.1.16. To facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to a local, state, or federal government requirement; or determine eligibility for government benefits.
- 5.1.17. To comply with legal or regulatory obligations to which ANG Group is subjected.

## **6. YOUR CONSENT**

6.1. When and where the processing of Your Personal Data is a subject to Your Consent, You may give Your Consent and ANG Group shall consider that Your Consent is received, if:

6.1.1. You have provided ANG Group with Your freely given, specific, deliberate, informed and unambiguous reference, or statement of Your consent on the processing of Your Personal Data, or

6.1.2. You have performed a clear affirmative activity confirming Your consent to the processing of the Personal Data, or

6.1.3. You have in any way (in writing, orally or electronically)- accepted this Policy, including, but not limited to:

- When browsing, using, surfing or visiting the Website - You have read and accepted this Privacy policy by clicking "I have read and accept" button.
- When coming into agreement with ANG Group - You have read and accepted this Privacy policy and acknowledged it in the agreement.
- When submitting any Personal Data to ANG Group within any correspondence (including, claims, orders, letters, questions, job applications, posts on the Website or social networks)-You have submitted the information and Personal Data, voluntarily, and to the extents and in amounts that You independently and at Your sole discretion considered to be necessary for the ANG Group to process.

6.2. You are entitled to withdraw Your consent in any time, by submitting Your request (withdrawal) in written to ANG Group, Reg no. 14699305, legal address: Keskpaeva tee 25, Tabasalu arevik, Estonia 76901, or email: oa@angagro.com

6.3. In case if, upon receipt of Your withdrawal, ANG Group has reasonable doubts concerning Your identity, ANG Group may request the provision of additional information necessary to confirm Your identity.

6.4. Upon receipt of Your withdrawal, ANG Group shall ascertain Your identity and will stop processing Your Personal Data, based on Your prior consent given for this processing purpose. If the processing is based on the legitimate interests of ANG Group, You have a right to object to processing rather than withdrawal of consent.

6.5. The withdrawal of Your consent will not affect the lawfulness of Your Personal Data processing based on Your consent, performed before ANG Group has received Your withdrawal.

6.6. If and when after withdrawal of the consent, You perform any of the confirmative actions set forth in this Clause, ANG Group will consider that the consent is given again.

## **7. THE RECIPIENTS OF YOUR PERSONAL DATA/DISCLOSURE OF YOUR PERSONAL DATA**

7.1. ANG Group may disclose Your Personal Data to third parties, as follows, who provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of GPDR , Acts and DPO and ensure the protection of the rights of the data subject (You):

7.1.1. ANG Group business partners, suppliers and contractors, who help ANG Group to provide ANG Group Services, including, but not limited to the banks, payment service providers, information system consultants and analytical and research service providers;

7.1.2. ANG Group professional advisers (including accountants and lawyers) that assist ANG Group in carrying out its business and legal activities;

7.1.3. Law enforcement agencies and other authorized persons in connection with the prevention, investigation and detection of crime or any suspected criminal, administrative or civil wrongdoing;

7.1.4. to the courts, law enforcement, court and regulatory bodies' (governmental and municipal /local authorities)third parties, if ANG Group is under a duty to disclose or share Your Personal Data in order to comply with any legal obligation or instructions of a regulatory body (including in connection with a court order), or in order to enforce or apply the terms of any agreements ANG Group has with or otherwise concerning You (including agreements between You and us) or to protect rights, property or safety of customers, employees of ANG Group or other third parties of the WAPI;

7.1.5. To third parties and in cases, defined in Clause 2 of this Policy;

7.1.6. ANG Group may also disclose Your Personal Data to other third parties, for example:

- in the event that ANG Group sells or buys any business or assets ANG Group will disclose Your Personal Data to the prospective seller or buyer of such business or assets;
- if ANG Group or substantially all of ANG Group assets are acquired by a third party, Personal Data held by ANG Group will be one of the transferred assets;
- Other Third Parties with Your Consent. ANG Group may share information with other third parties with your previous consent.

7.2. Third Party Application and Service Providers: You may choose to use services offered by third parties through ANG Group services. In each case, the procession of Your Personal Data you give a third party will be subject to its terms, conditions, and policies—not this policy. You should review a third party’s privacy policy and terms of service before providing your information or using the service. You may also choose to give personal information directly to third parties when using ANG Group Services or when cooperating with ANG Group in other ways (employment, business cooperation etc.). In each case, Personal Data you give a third party will be subject to its terms, conditions, and policies—not this policy. You should review a third party’s privacy policy and terms of service before providing your information or using the service.

## **8. DURATION OF THE STORAGE**

8.1. ANG Group will process Your Personal Data as long as there is at least one of the following conditions:

8.1.1. While is valid /not withdrawn Your consent to the processing of Your Personal Data, provided that there is no other legal basis or legitimate purpose of Your Personal Data processing.

8.1.2. While is valid Your Agreement with ANG Group .

8.1.3. While Your Personal Data is necessary for the legal grounds, the legitimate purpose and / or aims for which they were received/collected or other way processed.

8.1.4. While in accordance with the procedures prescribed by regulatory enactments, ANG Group or You may exercise their rights and legitimate interests (for example, to submit objections or claims, or to bring any action or claim before a court or arbitration).



8.1.5. While ANG Group has a legal obligation to keep Your Personal Data (for example, in accordance with the Accounting regulatory enactments, etc.).

8.1.6. After termination of the conditions indicated in this Clause, Your Personal Data will be deleted /erased or, in cases specified in regulatory enactments, transferred to the state archive (in state storage).

8.1.7. Job application and Your CV Personal Data shall be stored within 1 (one) month upon ANG Group has received, excluding if You expressly defined other processing terms in Your application form, for recruitment purposes.

8.1.8. Cookies Data shall be stored within time, set forth in Cookies Policy.

## **9. YOUR RIGHTS CONCERNING THE PROCESSING OF YOUR PERSONAL DATA**

9.1. You have the following rights concerning the processing of Your Personal Data:

9.1.1. Right to withdraw Your consent - You have the right to withdraw Your consent as set in Clause 6.2 of this Policy.

9.1.2. Right of access to Your Personal Data - You have the right to receive a copy of Your Personal Data that ANG Group processes about You, subject to certain exemptions provided by regulatory enactments.

9.1.3. Right to rectify Your Personal Data - You have the right to ask ANG Group to correct Your Personal Data that ANG Group processes where it is incorrect or incomplete.

9.2. Right to erasure of Your Personal Data -You have the right to ask that Your Personal Data be deleted/erased in case if:

9.2.1. Your Personal Data is no longer necessary in relation to the purposes for which they were processed, collected or otherwise used by ANG Group .

9.2.2. You withdraw Your consent and there is no other legal ground or legitimate purpose for which ANG Group may process Your Personal Data;

9.2.3. You object to the processing of Your Personal Data (as set out below);

9.2.4. ANG Group has used Your Personal Data unlawfully;

9.2.5. Your Personal Data needs to be erased to comply with a legal obligation.

9.3. Right to restrict the use of Your Personal Data- You have the right to suspend processing of Your Personal Data, in case if:

9.3.1. You believe that Your Personal Data is inaccurate and only for such period to enable ANG Group to verify the accuracy of Your Personal Data;

9.3.2. the processing of Your Personal Data is unlawful and You oppose the erasure of Your Personal Data and request that it is suspended instead;

9.3.3. ANG Group no longer needs Your Personal Data, but Your Personal Data is required by You for the establishment, exercise or defence of legal claims; or

9.3.4. You have objected to the processing of Your Personal Data and ANG Group is verifying whether its grounds for the processing of Your Personal Data are of the highest importance than Your objection.

9.3.5. Right to data portability- You have the right to obtain Your Personal Data in a structured, commonly used and machine-readable format and for it to be transferred to another organisation, where it is technically feasible. The right only applies where the processing of Your Personal Data is based on Your consent or for the performance of Your Agreement with ANG Group, and when the processing of Your Personal Data is carried out by automated (i.e. electronic) means.

9.4. Right to object to the processing of Your Personal Data -You have the right to object to the processing of Your Personal Data in certain circumstances, where

9.4.1. You have grounds relating to Your particular situation and ANG Group processes Your Personal Data for legitimate interests (or those of a third party) of the ANG Group including for profiling; and

9.4.2. You object to the processing of Your Personal Data for direct marketing purposes, including profiling (to the extent it relates to direct marketing).

9.4.3. Right to object to decision which is based solely on automated processing - You have the rights to object to being subject to a decision which is based solely on automated processing without human intervention.

9.4.4. Right to complain to the relevant data protection authority- see Clause 10.6. You may submit a request for the exercise of Your rights in writing to ANG Group.

9.4.5. If upon receipt of Your request ANG Group has reasonable doubts concerning Your identity ANG Group may request the provision of additional information necessary to confirm Your identity.

9.4.6. Upon receipt of Your request, ANG Group shall ascertain Your identity, examine and review Your request and execute / or reasonably reject in accordance with the GDPR and other related Data protection regulatory enactments.

9.4.7. ANG Group will send a reply to Your request to a mailing (contact) address provided by You in Your request, by registered mail or other way, as You asked in Your request if technically feasible, within 30 (thirty) days from the date of receipt of the request. Please note, that if You haven't provided Your contact address and / or other way of receiving the reply, ANG Group will not be able to send it to You and You should contact ANG Group personally to arrange the way and time You can receive it.

9.5. Information provided and any communication and any actions taken under this Clause shall be provided free of charge. Where requests from You are manifestly unfounded or excessive, in particular because of their repetitive character, ANG Group may either:

9.5.1. Charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested; or

9.5.2. Refuse to act on the request.

## **10. COMPLAINTS**

10.1. If you have any concerns or complaints regarding the privacy of Your Personal Data ANG Group processes You may submit a request for the exercise of Your rights in writing to ANG Group.

10.2. If upon receipt of Your request ANG Group has reasonable doubts concerning Your identity ANG Group may request the provision of additional information necessary to confirm Your identity.

10.3. Upon receipt of Your request, ANG Group shall ascertain Your identity, examine and review Your request and provide a reply in accordance with the GDPR and other related Data protection regulatory enactments.

10.4. ANG Group will send a reply to Your request to a mailing (contact) address provided by You in Your request, by registered mail or other way, as You asked in Your request, if technically feasible, within 30 (thirty) days from the date of receipt of the request. Please note, that if You haven't provided Your contact address and / or other way of receiving the reply, ANG Group will not be able to send it to You and You should contact ANG Group personally to arrange the way and time You can receive it.

10.5. The reply provided and any communication and any actions taken under this Clause shall be provided free of charge. Where requests from You are manifestly unfounded or excessive, in particular because of their repetitive character, ANG Group may either:

10.5.1. Charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested; or

10.5.2. Refuse to act on the request.

10.6. You have the right to address any Your claim concerning Your Personal Data processing by ANG Group to the competent personal data protection supervisory authority which, in case of ANG Group, is Office of the Estonian Data Protection Inspectorate (Andmekaitse Inspektsioon), address: Tatari 39, 10134 Tallinn, Tel. +372 6828 712, e-mail: info@aki.ee, (for more information see- <https://www.aki.ee/>).

## **11. PERSONAL DATA SECURITY**

11.1. As soon as ANG Group collected Your Personal Data, ANG Group uses various security features and procedures, taking into account industry standards, to protect Your Personal Data and to prevent unauthorized access to that information. ANG Group maintains a variety of appropriate technical and organisational physical, electronic, and procedural safeguards and measures, including protection against unauthorised or unlawful processing and against

accidental loss, destruction or damage of Personal Data. These safeguards help protect Your personal information from loss, misuse and unauthorized access, disclosure, alteration and destruction. These safeguards include:

11.1.1. ensuring the pseudonymisation and encryption of Personal Data;

11.1.2. ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

11.1.3. ensuring the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;

11.1.4. ensuring the process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing of Personal Data.

11.2. ANG Group will do all the best to protect Your information and Personal Data, for use of ANG Group Services, You have to keep Your User Account, User Profile data as well as all the information and data You issue, send, post, publish share etc on/or via the Website and or Social networks and/or other way, safe by using a strong password and by complying with obligations, set forth in Your agreement with ANG Group .

## **12. COMPLAINTS**

12.1. If You have any questions about, or complaints that concern this Policy, please call or email ANG Group.

12.2. ANG Group may change this Policy at any time. When ANG Group changes the Policy, ANG Group shall post that changes on the Website. In case of material changes to how ANG Group process Your Personal Data, ANG Group shall notify You by email to the email address specified by You. You are responsible for ensuring ANG Group has an up-to-date, active and deliverable email address for You. You are also responsible for reviewing this Policy from time to time to check for any changes. All changes are effective immediately when ANG Group posted them.

12.3. This Policy is effective from 01.09.2019.

12.4. The date Policy was last revised is identified at the top of the page.