

CONTRACT

on the conclusion of an agreement on access to the Allure TestOps

We invite you to familiarize yourself with the text of the public offer, which contains all the essential conditions of the Agreement on access to the Allure TestOps. If you agree with the terms of the proposed public offer, the Agreement on access to the Allure TestOps is considered concluded from the moment you perform all the necessary actions specified in the Public Offer, and means your agreement with all, without exception, and the addition of the terms of the Agreement on access to the Allure TestOps.

1. Terms and definitions. General Provisions.

1.1. In order to avoid ambiguity and other misunderstandings in the interpretation of this Agreement, the parties that entered into it have agreed on the following concepts and definitions:

1.1.1. SaaS provider - Qameta Software Inc., developer of the Allure TestOps.

1.1.2. Customer - any natural or legal person who has the right to use the System in his interest and this Agreement, who unconditionally accepted the terms of the proposal to conclude an Agreement on access to the Allure TestOps.

1.1.3. Agreement - the text of this public offer, unconditionally accepted by the Customer in the manner specified below.

1.1.4. Allure TestOps (hereinafter also referred to as the System) - a set of cloud services, which is a software complex containing objects of copyright and related rights, including images and other design elements used to display on the screen of a personal computer, laptop, tablet, smartphone or other computer devices.

1.1.5. SaaS (Software as a Service) is a model for providing the Customer with access to the Allure TestOps using browsers or other programs using web protocols.

1.1.6. Customer's Client - a natural or legal person who has made a purchase of the Customer's products and / or services.

1.1.7. API (application programming interface) is an interface for the interaction of the system with third-party applications by using public methods published by the SaaS provider.

1.1.8. Customer's personal account is a specialized secure information section of the Customer on the System website <http://qameta.io> with access control functions to the System, which allows the Customer to manage the System settings and receive information from the SaaS provider in accordance with this Agreement.

1.1.9. Registration is an action aimed at creating a Customer Account. Registration of the Customer in the Allure TestOps is free and voluntary. When registering in the Allure TestOps, the Customer is obliged to provide the SaaS-provider with the necessary reliable and up-to-date information. The customer is

responsible for the accuracy, relevance, completeness and compliance with the legislation of the information provided during registration and its purity from third-party claims.

1.1.10. User - an individual who, on behalf of and (or) with the knowledge of the Customer, actually uses the System; any person who has expressed a desire to use the services provided by the SaaS provider, draws up an application for intent to use these services. If you are an individual acting on behalf of a legal entity, an individual entrepreneur, you declare that you have the authority to agree to this offer on behalf of the legal entity. If you do not agree with this offer, you cannot access or use the System, the Site or any materials, documentation, information belonging to the SaaS provider.

1.1.11. Authorized User - A User registered by a SaaS provider in the System and authorized in it at least once.

1.1.12. User Account - an entry in the SaaS provider's system and (or) in the System that stores data that allows the User to be identified and authorized.

1.1.13. Authorization - permission provided by the "SaaS Provider" to access the User's Personal Account, which is implemented by analyzing the account information in the form of a unique combination of username and password entered by the User on the authorization page in the Allure TestOps, and checking its compliance with the information contained in the User Account.

1.1.14. User's Personal Account - the part of the Customer's Personal Account visible to the User, accessible to the Authorized User after Registration and Authorization, and intended for viewing and / or for the User to control the Allure TestOps and its settings. To enter the User's Personal Account, a unique username and password obtained by the User during Registration in the System are used. The scope of rights for viewing and managing settings in the User's Personal Account is determined by the Customer when creating a User Account.

1.1.15. Balance - a section of the Customer's Personal Account, containing information about the balance of funds on the Customer's account, about the current Rate, the amount of daily debiting of funds from the account, for how many days of using the System the balance of funds on the Customer's account at the current Rate (forecast value), payment history , history of receipt and withdrawal of funds and bonuses for participation in promotional offers and the referral program of a SaaS provider.

1.1.16. Sales Point of the Customer - any structural subdivision of the Customer, in which the Customer sells its goods or provides services to customers.

1.1.17. Trial period - a trial period during which the Customer is provided with free access to the Allure TestOps, with possible restrictions on the functionality of the System at the discretion of the SaaS provider. The duration of such a Trial period is determined individually at the discretion of the SaaS provider.

1.1.18. The accounting period is a calendar month, while it starts on the first and ends on the last day of the calendar month.

1.1.19. Partner - any natural or legal person who, under an agreement with a SaaS provider, provides a SaaS provider with consulting services to the Customer.

1.2. The customer is obliged to fully familiarize himself with the text of this public offer prior to registration in the Allure TestOps. Registration of the Customer in the Allure TestOps means full and

unconditional acceptance by the Customer of this offer in accordance with law of the EU/USA.

1.3. This offer can be changed and (or) supplemented by the SaaS provider unilaterally without any special notice to the Customer. This offer is an open and public document. The current version of the offer is posted on the Internet on the page <https://qameta.io/>.

1.4. The customer is obliged to regularly check the terms of this offer for changes and (or) additions. Continued use of the Allure TestOps by the Customer after making changes and (or) additions to this offer means acceptance and consent of the Customer with all such changes and (or) additions.

1.5. Nothing in this offer gives the Customer the rights to use the trade name, trademarks, domain names and results of intellectual activity used in the Allure TestOps, unless such use is allowed with the written and prior consent of the SaaS provider.

1.6. By accepting this offer, the Customer confirms his consent to the processing by the SaaS provider of the Customer's personal data provided by the Customer during registration, as well as voluntarily placed by the Customer in the Allure TestOps.

2. Subject of the Agreement.

2.1. The SaaS provider, being the owner, developer and owner of exclusive rights to the Allure TestOps, grants the Customer, under the terms of this Agreement, the right to access the Allure TestOps, using SaaS technology, for a fee paid by the Customer, within the limits specified below and in the ways specified below .

2.2. For the purposes of organizing SaaS access to the Allure TestOps, the SaaS provider provides the Customer with API of the Allure TestOps software components and documentation on the use of the API free of charge. At the same time, the API and documentation to it is transferred by providing links in the Customer's personal account after his registration in the System.

2.3. In order to get acquainted with the capabilities of the Allure TestOps, the Customer may be granted the right to free access to the System during the Trial period, depending on the selected Rate plan in accordance with the Rate Policy, which is an appendix to this Agreement. The beginning of the calculation of the Trial period for the Customer is the moment of registration (creation) of the Customer's Personal Account in the Allure TestOps.

2.4. Copyright and trademarks.

2.4.1. The Allure TestOps is the result of intellectual activity and an object of copyright (Computer Program), which are regulated and protected by the international law.

2.4.2. The algorithms of the Allure TestOps and its source codes (including their parts) are a trade secret of the SaaS provider. Any use of them or the use of the Allure TestOps in violation of the terms of this Agreement and is considered as a violation of the rights of the SaaS provider and is a sufficient reason to deprive the Customer of the rights granted under this Agreement.

2.4.3. This Agreement does not grant the Customer the right of ownership to the Allure TestOps and its components, but only the right to use the Allure TestOps and its components in accordance with the

conditions specified in this Agreement.

2.4.4. The Customer is not entitled to copy, distribute the Allure TestOps and its components in any form, including in the form of source code, in any way, including renting, free use, or rental.

2.4.5. The Customer is not entitled to use the Allure TestOps, as well as the corresponding trademark in any way, if such use contradicts or leads to a violation of this Agreement or the international law.

2.4.6. Responsibility for violation of copyright and trademark rights occurs in accordance with the international law.

3. Rights and obligations of the Parties

3.1. The SaaS provider undertakes to:

3.1.1. Provide the Customer with access to the Allure TestOps by registering in the System with the assignment of a unique name (mobile phone number and / or email address) and issuing a password to enter the system, followed by creating a separate account to interact with the System through the Customer's Personal Account.

3.1.2. Provide the Customer with free information support on issues of working with the System via e-mail, instant messengers or informing through the Customer's Personal Account.

3.1.3. Independently and at its own discretion, to update the current version of the Allure TestOps software components free of charge during the validity of the Agreement, notifying the Customer about it using available means.

3.1.4. Ensure the availability of the Allure TestOps around the clock with possible technological breaks with an aggregate duration of no more than 1 (one) hour per day. React (take action) to the received applications and complaints from the Customer about problems in the System's performance within 48 hours from the date of receipt of such an application or complaint.

3.1.5. Provide summary analytical information in the Customer's Personal Account, the composition and content of which is determined by the SaaS provider independently.

3.1.6. Strictly adhere to and not violate the terms of this Agreement, as well as ensure the confidentiality of commercial, technical information and personal data obtained in cooperation with the Customer, as defined in section 7 of the Agreement.

3.2. SaaS provider has the right to:

3.2.1. Suspend, block access to the Allure TestOps or reduce the functionality of the System available to the Customer if the Customer's account does not have the amount of funds required for debiting at the current rate until the amount of funds is credited to the account, so that the positive amount on the balance is sufficient for debiting at least one day in advance at the current rate.

3.2.2. Change the Rate Policy and unilaterally amend it, as well as change the terms of service.

3.2.3. Process data about the Customer's Clients, including confidential personal data of individuals of the Customer's Clients, in the ways specified in section 7 of the Agreement.

3.2.4. Unconditionally suspend or block access to the Allure TestOps for the Customer if he uses the System to promote goods and services withdrawn from civil circulation or restricted to circulation in the EU/USA in accordance with the current legislation or otherwise uses the System for purposes prohibited by law, or violating the rights of third parties.

3.2.5. Use the information received from the Customer (Customer's Clients) for the purpose of its consolidation, aggregation, compilation of statistical, marketing, industry and other reports in the following ways: collection, systematization, accumulation, storage, clarification (update, change), use, depersonalization, blocking and destruction, subject to de-confidentialization of such information.

3.2.6. Send the Customer information about the development of the Allure TestOps and its capabilities, as well as advertise their own activities and services.

3.3. The customer undertakes:

3.3.1. Pay for access to the Allure TestOps on the terms of section 4 of this Agreement.

3.3.2. Strictly adhere to and not violate the terms of this Agreement, as well as ensure the confidentiality of commercial, technical information and personal data obtained in cooperation with the SaaS provider, as defined in section 7 of the Agreement.

3.3.3. Do not use the System to promote goods and services withdrawn from civil circulation or restricted for circulation in the EU/USA in accordance with the current legislation.

3.3.3. If the Customer of the Customer is an individual, then the Customer is responsible for obtaining the written consent of the Customer of the Customer (individual) for processing by the Customer and transfer to the SaaS provider for processing the personal data of such Customer of the Customer: full name, postal address, telephone number, e-mail address, the name of the purchased product / service and their cost, if obtaining such consent from an individual is required in accordance with the law.

3.3.4. If the Customer of the Customer is an individual, then the Customer is responsible for obtaining the written consent of the Customer of the Customer (individual) to receive messages (SMS, email, push notifications, via messenger) of an informative and advertising nature, if obtaining such consent from an individual is required in accordance with the law.

3.3.5. Not to post in the System information and objects (including links to them) that may violate the rights and interests of others.

3.3.6. Not to use the Allure TestOps for mass mailing of electronic and other messages of a commercial, advertising and other nature, not agreed (not requested) by the recipient of the information. This prohibition does not include the distribution of information with the consent of the recipient, if it is possible to refuse to receive such information in the future.

3.4. The customer has the right:

3.4.1. Choose one of the proposed Rate plans.

3.4.2. Use the access rights granted to him to the Allure TestOps in accordance with its intended purpose.

3.4.3. To receive analytical information about the campaign carried out by the Customer in the Personal Account, the composition and content of which is determined by the SaaS provider independently.

3.4.4. To receive assistance from a SaaS provider in setting up access to the Allure TestOps (for integration with the Allure TestOps).

3.4.5. Submit applications to the SaaS provider to eliminate failures and errors in the functioning of the Allure TestOps.

3.5. The SaaS provider is not responsible for the violation by the Customer of this Agreement and reserves the right, at its discretion, as well as upon receipt of information from other Users or third parties about the violation by the Customer of this Agreement, to change (moderate) and / or delete any information published by the Customer, violating the prohibitions established by this Agreement, suspend, restrict or terminate the Customer's access to all or any of the sections or services in the Allure TestOps at any time for any reason without explanation, with or without prior notice, without liability for any harm , which may be caused to the User by such actions.

4. Remuneration and settlement procedure

4.1. SaaS provider provides functionality of Allure TestOps on a paid basis. The current Rates can be found on the page <https://gameta.io/>. The use of the Allure TestOps free of charge is allowed in cases determined by the SaaS provider. The SaaS provider has the right to introduce and (or) establish any restrictions in terms of the functionality of the Allure TestOps, which is used free of charge.

4.2. The date of receipt of funds to the account of the SaaS provider is considered to be the moment of payment by the Customer.

4.3. The Customer does not have the right to make payments under this Agreement to the SaaS provider from third party accounts without written notice by the Customer to the SaaS provider, with the subsequent receipt of the consent of the SaaS provider.

4.4. At the request of the Customer, no later than the 10th (tenth) day of the month following the Accounting period (calendar month) of the provision of services for access to the System, the SaaS provider sends the Customer by mail to the address specified in the Agreement, or using the electronic document management system with counterparties (such as Kontur .Diadok) act of delivery-acceptance of services rendered. The delivery-acceptance certificate of the services rendered is drawn up no more than once during the accounting period.

4.5. Upon receipt of funds to the account, the SaaS provider credits them to the Customer's Balance, from which they are debited daily as the Customer uses the access services to the System in accordance with the Rate.

4.6. In addition to funds on the Customer's Balance, there may also be bonus points that the Customer received as a result of participation in promotional offers and / or the referral program of a SaaS provider. The use of the services of access to the System can be paid for with such bonus points. To pay

for access to the System, funds and bonus points will be debited from the Customer's Balance in a 50/50 ratio. If the funds on the Customer's Balance are insufficient to write off 50% of the daily fee for using the System at the current Rate, then the SaaS provider has the right to restrict, suspend or block access to the System, as described in clause 3.2.1 of the Agreement.

4.7. In the Acceptance Certificate of the Services Rendered for the Accounting Period, the cost of the services rendered will be equal to the amount of daily debits only from the Customer's Balance for this period, bonus points will not be taken into account.

4.8. When paying to replenish the Balance with a bank card, a refund is made to the card with which the payment was made. Refund requests and any claims are accepted by email: support@gameta.rio.

5. The term of the contract and the procedure for its termination, changes.

5.1. The moment of conclusion of the Agreement is confirmation of the registration of the Customer in the System by activating the Personal Account.

5.1.1. Registration is carried out by the Customer independently by filling out the registration form located on the Internet on the page <https://gameta.io/>.

5.1.2. Registration in the System is free and voluntary.

5.1.3. When registering in the System, the Customer is obliged to provide the SaaS provider with the necessary reliable and up-to-date information.

5.1.4. The Customer does not have the right to perform Registration on behalf of or instead of another person, except for the case when the Customer has the necessary powers formalized in the manner prescribed, allowing him to perform Registration on behalf of a third party.

5.1.5. The Customer is responsible for the accuracy, relevance, completeness and compliance with the legislation of the EU/USA of the information provided during Registration and its purity from claims of third parties. If the Customer provides incorrect information, or if the SaaS provider has reason to believe that the information provided by the Customer is incomplete or unreliable, the SaaS provider has the right to block or delete the Customer's Account created by the SaaS provider, as well as prohibit the Customer from using the System.

5.1.6. To add Authorized Users, you must register them in the Customer's Personal Account by filling out the appropriate form.

5.1.7. The Customer has the right to independently create and change the username and (or) password using the appropriate interface of the System. The customer is solely responsible for the security (resistance to guessing) of the username and / or password chosen by him.

5.1.8. The customer is fully responsible for the safety and confidentiality of the username and password, independently choosing the way of storing them. The Customer, on the hardware and software used by him, can allow the storage of the username and (or) password (including the use of cookies) for subsequent automatic authorization in the System.

5.1.9. Unless the Customer proves otherwise, any actions performed using the username and password created during Registration or changed independently in the corresponding interface of the System are considered to have been committed by the relevant Customer. In case of unauthorized access to the specified username and password and (or) the Personal Account of the Customer and (or) the Personal Page of the User, as well as in the event of the distribution of the specified username and password, violation or suspicion of violation of their confidentiality, the Customer is obliged to immediately inform SaaS about it -provider in any available way.

5.1.10. For security purposes, the Customer is obliged to independently carry out a safe shutdown of work under his Customer Account ("Exit" button) at the end of each session of work with the System. The SaaS provider is not responsible for the possible loss of data, as well as other consequences of any nature that may occur due to the violation by the Customer of the provisions of this part of this Agreement.

5.2. This Agreement is valid for a year from the moment of its conclusion and is automatically extended for each next year, if neither party has notified the other party in writing one month before the expiration of the agreement about its termination for one reason or another.

5.3. Withdrawal from the Agreement:

5.3.1. Unilateral refusal of the SaaS provider to execute this Agreement (in whole or in part) is allowed if the Customer uses the rights of access to the Allure TestOps granted to him for purposes contrary to the Agreement and / or the legislation of the EU or USA.

5.3.2. The unilateral refusal of the Customer to execute this Agreement is allowed in the event of the Customer's disagreement with this Agreement or its updating, carried out in the manner provided for in clause 1.3. actual agreement. In this case, the Customer is obliged to refuse to use the System, informing the SaaS provider about it, by sending an e-mail from the authorized address of the Customer to the address support@gameta.io. After receiving the specified message, the SaaS provider has the right to block and / or delete the Customer's Account (Customer's Users), including all content. From this moment, the restoration of the Customer's Account, any information related to it, as well as access to the System using the remote Customer's Account is impossible.

5.4. This Agreement may be terminated on the basis of a court decision at the request of one of the parties.

6. Responsibility of the Parties. Limitation of Liability.

6.1. The Parties are responsible for non-fulfillment or improper fulfillment of their obligations under this Agreement in accordance with the procedure established by the legislation of the EU/USA.

6.2. The parties understand that the Allure TestOps is based on software, and the SaaS provider does not provide any guarantees, explicit or implied, that the Allure TestOps will meet the requirements or expectations of the Customer, will meet the goals and objectives of the Customer. Access to the Allure TestOps is provided in accordance with the internationally accepted principle of "AS IS" ("as it is"). The Customer uses the Allure TestOps at his own risk. The SaaS provider does not assume responsibility for the compliance of the Allure TestOps with the purpose of use or the economic expectations of the Customer.

6.3. The SaaS provider is not responsible for any actions of the Customer related to the use of the Allure

TestOps, including the SaaS provider is not responsible for the Customer's unjustified expectations from the use of the System, for not achieving the expected economic (marketing) or other indicators.

6.4. The SaaS Provider is not liable to the Customer or the Customer's Customers for any kind of damage incurred by the Customer due to the loss and / or disclosure of his data for access to the Allure TestOps.

6.5. The SaaS Provider ensures the basic information security of the data of the Customer and his customers within the limits determined by the usual conditions in accordance with the law.

6.6. The SaaS Provider shall not be liable to the Customer for delays and interruptions in operations occurring directly or indirectly for reasons beyond the reasonable control of the SaaS Provider.

6.7. The SaaS provider is not responsible for the quality of services (in particular, data transfer services) required to work with the Allure TestOps if they are organized by third parties not involved by the SaaS provider.

6.8. The Customer agrees that to work with the Allure TestOps it is necessary to use software (web browsers, operating systems, etc.) and equipment (personal computers, network equipment, etc.) produced and provided by third parties and the SaaS provider cannot bear responsibility for the quality of their work.

6.9. The customer agrees that no software is free from errors.

6.10. In the event of data loss caused by the actions of the Customer, data recovery is performed at the request of the SaaS provider. Data recovery is performed only if technically feasible.

6.11. The SaaS provider is not responsible for the late placing of an order by the Customer's Customers or their payment for the Customer's goods and services. The Customer is solely responsible for the payment of remuneration or other bonuses and preferences to the Customer's Customers - participants in his campaigns and programs that the Customer conducts using the Allure TestOps.

6.12. The Customer is solely responsible for the quality and legality of the goods and services distributed by him using the Allure TestOps, for violation of the rights of third parties by such goods and services, for using the System to promote goods and services withdrawn from civil circulation or restricted to circulation in the EU/USA in accordance with applicable law or for using the System in other ways for purposes prohibited by law.

6.13. The SaaS provider does not initiate or control the placement of any information by the Customer in the process of using the Allure TestOps, does not affect its content and integrity, and at the time of posting this information does not know and cannot know whether it violates the legally protected rights and interests of third parties persons, international treaties and legislation of the EU/USA.

6.14. If, for one reason or another, one or more of the provisions of this Agreement are recognized as invalid or unenforceable in the prescribed manner, this does not affect the validity or applicability of the remaining provisions of this Agreement.

7. Confidentiality

7.1. The purpose of this section of the Agreement is to protect information that the parties provide (disclose) to each other in the course of cooperation under the Agreement.

7.2. The Parties agree to consider the entire volume of information provided to each other under this Agreement or, in connection with the purpose indicated in it, by the Customers / clients of the parties, as well as information about this Agreement and the offers made, Confidential information (and within the limits allowed by the current legislation of EU/USA, - commercial secret), unless otherwise directly follows from the provisions of the Agreement and its annexes.

7.3. Each party receiving Confidential Information ("Receiving Party") of the other party ("Disclosing Party") has no right to disclose Confidential Information to anyone without the express permission of the Disclosing Party and must take all reasonable steps to protect Confidential Information, including, in particular, all the measures it takes to protect its own confidential information / trade secrets.

7.4. The Receiving Party undertakes to use the disclosed Confidential Information solely for the purpose of implementing this Agreement.

7.5. The Receiving Party undertakes to limit the list of persons who have access to Confidential Information solely by their own employees or employees of their counterparties directly involved in the execution of the Agreement with whom the Receiving Party has a similar confidentiality agreement.

7.6. The obligations set forth in this section of the Agreement do not apply to the following information:

Information that is or becomes generally known through no fault of the party that received this information from the other party to the Agreement, which must be confirmed by appropriate evidence;

· Information that was received by the parties from third parties without an obligation to maintain confidentiality;

· Information independently developed by the party;

· Information, the disclosure of which is necessary in accordance with the requirements of legislation or authorities with the appropriate authority. This information can be provided only to the authorities with the appropriate powers, in the manner prescribed by the applicable law.

7.7. The provision of confidential information to third parties with the written consent of the party that provided the confidential information to its disclosure is not disclosure.

7.8. For each violation of obligations on non-disclosure of Confidential Information provided for by this Agreement, the Receiving Party undertakes to reimburse all and any losses incurred as a result of such violation.

7.9. The obligations established by this Agreement regarding the protection of Confidential Information are valid for seven years from the date of transfer of Confidential Information.

7.10. The Parties undertake to maintain confidentiality with respect to the personal data of the Customer's Clients, as well as other information about them that has become known to the parties in connection with the use of the System, with the exception of cases provided for by the legislation of the EU/USA.

7.11. Special conditions. The SaaS provider has the right to process confidential data, including personal data, regarding the Customer's Clients in order to fulfill this Agreement, including the provision of information and reference services for the Customer. The processing of confidential data is understood as actions (operations) with confidential (personal) data, including collection, systematization, accumulation, storage, clarification (update, change), use, depersonalization, blocking and destruction of personal data. At the same time, the Customer is responsible for obtaining consent to the processing of personal data of the Customer's Clients (individuals), as indicated in clause 3.3.5 of the Agreement.

7.11.1. The SaaS provider has the right to aggregate, systematize and analyze the information received from the Customer, including confidential, in order to create information and analytical reports and databases, while the SaaS provider guarantees the non-proliferation and safety of confidential information contained in reports and databases in accordance with this Agreement and applicable law. The SaaS provider is the owner of exclusive rights to such information and analytical reports and databases, as to the objects of copyrightable intellectual property.

7.11.2. The SaaS provider has the right to deconfirm the information received from the Provider, including by depersonalizing the personal data of the Customer's Clients and other protected information, to create information and analytical reports and databases that do not contain confidential information. The SaaS provider is the owner of exclusive rights to such information and analytical reports and databases, as to objects of copyright intellectual property.

7.12. The Customer grants the SaaS provider the right to disclose to third parties information received from the Customer or the Customer's Customers during the execution of this Agreement, which is not subject to protection in accordance with this Agreement and the law, ensuring that no contacts and purchase / order history of the Customer's Customers will ever be transferred to any - either to third parties competing with the Customer, or to persons who may use such information to the detriment of the Customer or the Customer's Clients.

8. Personal data

8.1. The customer, who, according to (EU) 2016/679, the General Data Protection Regulation (GDPR) (hereinafter referred to as the Law), is the operator of personal data, expresses his consent to the SaaS provider as a processor of personal data to provide and process the following personal data:

8.1.1. Personal data of Clients and employees of the Customer:

8.1.1.1. personal data that is not special or biometric: last name, first name, patronymic; Date of Birth; email addresses; data about accounts in social networks; information about the history of purchases; information about interests.

8.1.1.2. special personal data: religious beliefs; philosophical beliefs; Political Views.

8.1.1.3. publicly available personal data: last name, first name, patronymic; Date of Birth; email addresses; data about accounts in social networks; information about the history of purchases; information about interests; religious beliefs; philosophical beliefs; Political Views

8.2. When processing personal data on behalf of the Customer, the SaaS provider is the processor of personal data.

8.3. When processing personal data transmitted by the Customer, the SaaS provider undertakes to adhere to the following principles:

- The processing of personal data must be carried out on a legal and fair basis;
- The processing of personal data should be limited to the achievement of specific, predetermined and legitimate purposes. Processing of personal data that is incompatible with the purposes of collecting personal data is not allowed;
- It is not allowed to combine databases containing personal data, the processing of which is carried out for purposes incompatible with each other;

Only personal data that meet the purposes of their processing are subject to processing;

- The content and volume of the processed personal data must correspond to the stated purposes of the processing. The processed personal data should not be redundant in relation to the stated purposes of their processing;

When processing personal data, the accuracy of personal data, their sufficiency, and, if necessary, relevance in relation to the purposes of processing personal data must be ensured. The operator must take the necessary measures or ensure their adoption to remove or clarify incomplete or inaccurate data;

Storage of personal data should be carried out in a form that allows you to determine the subject of personal data, no longer than required by the purpose of processing personal data, if the storage period for personal data is not established by federal law, an agreement to which the subject of personal data is a party, beneficiary or guarantor ... The processed personal data are subject to destruction or depersonalization upon achievement of the processing goals or in case of loss of the need to achieve these goals, unless otherwise provided by federal law.

8.4. The SaaS provider, when processing personal data on behalf of the Customer, can carry out the following actions (operations) with them: recording, systematization, accumulation, storage, retrieval, use, blocking, deletion, destruction.

8.5. The processing of personal data on behalf of the Customer is carried out by the SaaS provider in order to comply with the requirements of the laws of EU/USA, internal acts of the SaaS provider on the execution of rights and obligations arising from the conclusion of contractual relations with the Customer.

8.6. The SaaS provider, when processing personal data on behalf of the Customer, is obliged to maintain confidentiality in relation to them, ensure their security and comply with the protection requirements in accordance with Law.

8.7. The SaaS provider, being a processor of personal data on behalf of the Customer, in accordance with the Law, is not obliged to obtain the consent of the Customer's Customer to process his personal data entrusted to be processed by the Customer.

8.8. The Customer bears responsibility to the Customer's Clients, whose personal data is processed by the SaaS-provider on behalf of the Customer.

8.9. Purposes of processing personal data by a SaaS provider:

8.9.1. Granting the Customer the right to use the Allure TestOps.

8.9.2. Sending notifications to the Customer regarding the use of the System.

8.9.3. The SaaS provider prepares and sends responses to Customer inquiries, including, but not limited to, contacting support.

8.9.4. The SaaS provider sends information about SaaS provider events.

8.9.5. The SaaS provider sends information about the SaaS provider's products and services.

8.10. The SaaS provider undertakes to take all necessary measures provided for by the legislation of the EU/USA to protect the Customer's personal data from unauthorized access or disclosure.

8.11. The consent specified in clause 8.1 of this Agreement is valid until its withdrawal by the Customer by sending a notification to the email address of the SaaS provider support@gameta.io from the authorized email address of the Customer. The Customer understands and agrees that in case of withdrawal of this consent, he is deprived of the opportunity to use part or all of the capabilities of the Allure TestOps.

8.12. The customer agrees to receive from the SaaS provider and its authorized persons via the phone number, e-mail address that he indicates during Registration, promotional messages, SMS messages, Push messages about products, services and events related to SaaS products. provider.

9. Procedure for resolving disputes

9.1. In the event of disputes arising under the conditions provided for by this Agreement or in connection with it, the parties will take all measures to resolve them through negotiations.

9.2. If the parties fail to reach an agreement, then such disputes and disagreements shall be resolved in court at the location of the SaaS provider in the manner prescribed by the law of the EU/USA.

9.3. The applicable law under this Agreement is the law of the EU/USA.