

Privacy Policy

This Privacy Policy (hereinafter referred to as the "Policy") governs the collection, use, storage, and protection of any information that the Hunting Bitter website (hereinafter referred to as the "Website"), located at <https://huntingbitter.com/> (including all subdomains), may obtain about its Users in connection with their use of the Website, its software, and associated services.

This Policy has been developed in accordance with the Federal Law No. 152-FZ of the Russian Federation dated July 27, 2006 "On Personal Data", as well as other applicable laws and regulatory acts of the Russian Federation. The purpose of this Policy is to ensure the protection of the rights and freedoms of individuals when their personal data is being processed.

1. Definitions

1.1. For the purposes of this Privacy Policy, the following terms shall have the following meanings:

1.1.1. Operator means PJSC NovaBev Group (Taxpayer Identification Number: 7705634425) and LLC NovaBev Market (Taxpayer Identification Number: 7727251521), acting independently or jointly with other persons in organizing and/or carrying out the processing of personal data, as well as in determining the purposes of such processing, the scope of personal data to be processed, and the actions (operations) performed with such data.

1.1.2. Administration means the Operator's authorised employees responsible for managing the Website and acting on behalf of the Operator. These employees organise and/or carry out the processing of personal data within the Website's functionality and implement the purposes of data processing as determined by the Operator.

1.1.3. Personal Data means any information relating directly or indirectly to an identified or identifiable natural person (Personal Data Subject).

1.1.4. Processing of Personal Data means any operation or set of operations performed on personal data, whether or not by automated means, including collection, recording, systematisation, accumulation, storage, updating, modification, retrieval, use, transfer (including distribution, provision, and access), anonymisation, blocking, deletion, and destruction of personal data.

1.1.5. Confidentiality of Personal Data means a mandatory requirement for the Operator or any other person who has obtained access to personal data not to disclose such data without the consent of the Personal Data Subject or another lawful basis.

1.1.6. Website means a collection of interconnected web pages accessible at <https://huntingbitter.com/>, including all subdomains thereof.

1.1.7. Subdomains mean web pages or collections of web pages located on third-level domains belonging to the Website, as well as other temporary pages containing the Administration's contact information.

1.1.8. User means any individual who accesses the Website via the Internet and uses the information, materials, and services available on the Website.

1.1.9. Personal Data Subject means the User or any other individual whose personal data is processed by the Administration.

1.1.10. Cookies mean small pieces of data sent by a web server and stored on the User's device, which the web browser sends back to the server each time the User accesses the corresponding web page.

1.1.11. IP Address means a unique network address assigned to a device within a computer network through which the User accesses the Website.

1.1.12. Product means a product ordered by the User through the Website and paid for using the available payment systems.

1.2. The processing of personal data on the Website shall be carried out on a lawful and fair basis and shall be limited to the achievement of specific, predetermined, and legitimate purposes. Personal data shall not be processed in a manner incompatible with the purposes for which it was collected. The scope and content of the personal data processed shall correspond to the stated purposes and shall not be excessive in relation to such purposes.

2. General Provisions

2.1. By accessing or using the Website, the User acknowledges that they have read, understood, and fully accepted the terms of this Privacy Policy without reservation, and expressly agrees to the processing of their personal data as set forth herein.

2.2. Should the User disagree with any provision of this Privacy Policy, they are obliged to immediately cease any use of the Website and refrain from accessing it thereafter.

2.3. This Privacy Policy applies solely to the Website and does not extend to any third-party websites, platforms, or services that may be accessible via hyperlinks provided on the Website. The Website exercises no control over such external resources and assumes no responsibility for their content or privacy practices.

2.4. In cases where the User follows a link to any third-party website, the collection, use, and processing of their personal data shall be governed exclusively by the privacy policies and applicable legal instruments of such third parties. The Operator shall not be held liable for any actions or omissions of third parties with respect to the User's personal data.

2.5. The Website Administration does not undertake any obligation to verify the accuracy, completeness, or currency of the personal data provided by the User, and relies on the User's responsibility for the correctness of the information supplied.

2.6. This Privacy Policy is a publicly available document and is made permanently accessible on the Website in a conspicuous location to ensure unrestricted access by all Users.

3. Scope of this Privacy Policy

3.1. This Privacy Policy establishes the Administration's obligations regarding the non-disclosure and protection of personal data that the User provides upon the Administration's request when registering on the Website, subscribing to e-mail newsletters, or submitting inquiries through the Website.

3.2. The personal data permitted for processing under this Privacy Policy is provided by the User by completing forms available on the Website and may include the following information:

3.2.1. the User's surname, first name, and patronymic (where applicable);

3.2.2. the User's contact telephone number;

3.2.3. the User's e-mail address;

3.2.4. the User's place of residence (where applicable);

3.2.5. the delivery address for the Product (where applicable);

3.2.6. the User's photograph (where applicable).

3.3. The Website also protects information automatically transmitted during visits to its web-pages, including:

IP address;

information contained in cookies;

browser information;

access time;

referring page address (referrer).

3.3.1. Cookies are used by the Website to ensure its proper operation, improve user experience, analyze Website traffic, and, where applicable, personalize the User's experience.

3.3.2. The User may restrict or disable the use of cookies through their browser settings. However, disabling cookies may result in certain sections or functions of the Website becoming unavailable.

3.3.3. By continuing to use the Website, the User confirms their consent to the use of cookies in accordance with this Privacy Policy.

3.4. Any other personal information not specifically mentioned above (including browsing history, browser type, operating system, etc.) shall be securely stored and shall not be disclosed except as provided for in Sections 5.2 and 5.3 of this Privacy Policy.

3.5. Personal data may be processed both with the use of automated means and without the use of such means (including paper-based records), in compliance with the requirements of the legislation of the Russian Federation governing automated and non-automated processing of personal data.

4. Purposes of Personal Data Processing

4.1. The Administration may process the User's personal data for the following purposes:

4.1.1. Identifying the User registered on the Website for authorization, order placement, and other related actions.

4.1.2. Providing the User with access to personalized features of the Website.

4.1.3. Maintaining communication with the User, including sending notifications, responding to inquiries regarding the use of the Website, providing services, and processing requests submitted by the User.

4.1.4. Determining the User's location for security purposes and fraud prevention.

4.1.5. Verifying the accuracy and completeness of the personal data provided by the User.

4.1.6. Creating a user account where the User has consented to the creation of such an account.

4.1.7. Sending communications to the User by e-mail.

4.1.8. Providing effective technical support in connection with the use of the Website.

4.1.9. Providing the User, subject to their consent, with special offers, pricing information, newsletters, and other information on behalf of the Website.

4.1.10. Conducting marketing and advertising activities with the User's prior consent.

4.1.11. Conducting statistical and analytical research aimed at improving the functionality of the Website, the quality of services, and the overall user experience, using anonymized data or the minimum amount of personal data necessary whenever possible.

5. Methods and Duration of Personal Data Processing

5.1. The User's personal data shall be processed without any predefined time limitation by any lawful means, including within personal data information systems using automated tools or without such tools.

5.2. Personal data shall be stored in a form that allows identification of the Personal Data Subject for no longer than is necessary to achieve the purposes for which such data was collected, unless a longer retention period is required under the legislation of the Russian Federation or by agreement with the User.

Upon achievement of the processing purposes or where such purposes no longer exist, the personal data shall be deleted or destroyed.

5.3. The User agrees that the Administration may transfer personal data to third parties, including courier services, postal operators (including electronic mail providers), and telecommunications operators, solely for the purpose of fulfilling the User's order placed through the Website, including the delivery of documentation or e-mail communications.

5.4. When transferring personal data to third parties, the Administration shall ensure that appropriate agreements or other legal arrangements are in place requiring such third parties to maintain the confidentiality and security of personal data in accordance with the legislation of the Russian Federation.

5.5. The User's personal data may be disclosed to authorized public authorities of the Russian Federation only on the grounds and in the manner established by applicable law.

5.6. When responding to lawful requests from authorized public authorities, the Administration shall limit the volume of personal data disclosed to the minimum necessary to comply with the applicable legal requirements.

5.7. In the event of the loss or unauthorized disclosure of personal data, the Administration shall assess the consequences of such an incident for the User and, where required by the legislation of the Russian Federation, shall notify the competent personal data protection authority and, where appropriate, the affected User of any unlawful or accidental transfer, disclosure, dissemination, or access to personal data that has resulted in a violation of the User's rights.

5.8. The Administration shall implement the necessary organizational and technical measures to protect the User's personal data against unauthorized or accidental access, destruction, modification, blocking, copying, dissemination, or any other unlawful actions by third parties.

5.9. The Administration and the User shall cooperate in taking all reasonable measures to prevent losses or other adverse consequences resulting from the loss or unauthorized disclosure of personal data.

5.10. The processing of personal data shall cease upon achievement of the processing purposes, expiration of the User's consent or any agreement with the User (unless another legal basis for processing exists), withdrawal of the User's consent, detection of unlawful processing, or in other cases provided for by the legislation of the Russian Federation.

5.11. Personal data shall be destroyed using methods that prevent its recovery or access by unauthorized persons.

5.12. The Administration may entrust the processing of personal data to third parties or transfer personal data to third parties for the purposes specified in this Privacy Policy, provided that an appropriate agreement is concluded defining the scope of processing activities, the purposes of processing, and the obligations of such third parties to ensure the confidentiality and security of personal data in accordance with the legislation of the Russian Federation.

5.13. Third parties engaged in the processing of personal data shall not use the personal data for their own purposes without an appropriate legal basis and shall cease processing and destroy the personal data upon achievement of the processing purposes or upon the Administration's request, unless otherwise required by applicable law.

5.14. Personal data of citizens of the Russian Federation collected through the Website shall, when recorded, systematized, accumulated, stored, updated, or modified, be processed using databases located within the territory of the Russian Federation.

6. Rights and Obligations of the Parties

6.1. The User shall have the right to:

6.1.1. Freely decide whether to provide their personal data required for the use of the Website and to give consent to its processing.

6.1.2. Update or supplement the personal data previously provided if such information changes.

6.1.3. Obtain from the Administration information relating to the processing of their personal data, unless such right is restricted under applicable federal laws. The User shall also have the right to

request the rectification, blocking, or deletion of their personal data where such data is incomplete, outdated, inaccurate, unlawfully obtained, or no longer necessary for the stated processing purposes, as well as to exercise any other rights provided by applicable law.

6.1.4. Withdraw their consent to the processing of personal data at any time by sending a corresponding notice using the contact details specified in Section 9 of this Privacy Policy. Upon receipt of such notice, the processing of personal data based on the User's consent shall cease, except where the legislation of the Russian Federation permits continued processing without such consent.

6.2. The Administration shall:

6.2.1. Use the personal data received exclusively for the purposes specified in Section 4 of this Privacy Policy.

6.2.2. Ensure the confidentiality of personal data, refrain from disclosing it without the User's prior written consent, and not sell, exchange, publish, or otherwise disclose the User's personal data except as provided for in Sections 5.3 and 5.4 of this Privacy Policy.

6.2.3. Take appropriate organizational and technical measures to protect the confidentiality of the User's personal data in accordance with generally accepted business practices and applicable legislation.

6.2.4. Block personal data relating to the relevant User from the moment of receipt of a request from the User, the User's legal representative, or the competent supervisory authority where inaccurate personal data or unlawful processing is identified, for the duration of the verification process.

6.2.5. Consider requests and inquiries from Users regarding the processing of their personal data within the time limits established by the legislation of the Russian Federation and provide a reasoned response where a request cannot be satisfied.

7. Liability of the Parties

7.1. The Administration shall be liable for damages incurred by the User as a result of unlawful processing or misuse of personal data in accordance with the legislation of the Russian Federation, except in the cases provided for in Sections 5.3, 5.4, and 7.2 of this Privacy Policy.

7.2. The Administration shall not be liable for the loss or disclosure of confidential information if such information:

7.2.1. had already become publicly available before its loss or disclosure;

7.2.2. was received from a third party before it was obtained by the Administration;

7.2.3. was disclosed with the User's consent.

7.3. The User shall bear full responsibility for compliance with the legislation of the Russian Federation, including, without limitation, laws governing advertising, copyright and related rights, trademarks, and service marks, as well as for the content and form of any materials submitted through the Website.

7.4. The User acknowledges that responsibility for any information (including, without limitation, files, texts, and other materials) accessible through the Website rests solely with the person who provided such information.

7.5. The User agrees that information available on the Website may constitute intellectual property protected by law and owned by other Users, partners, or advertisers. The User shall not modify, lease, lend, sell, distribute, or create derivative works based on such content, in whole or in part, unless expressly authorized in writing by the relevant rights holder.

7.6. Textual materials (including articles and publications) made publicly available on the Website may be distributed provided that an active reference to the Website is included.

7.7. The Administration shall not be liable for any loss or damage suffered by the User as a result of deletion, malfunction, or inability to save any content or other communication data contained on or transmitted through the Website.

7.8. The Administration shall not be liable for any direct or indirect damages arising from:

- the use of or inability to use the Website or any of its services;
- unauthorized access to the User's communications;
- statements or conduct of any third party on the Website.

7.9. The Administration shall not be responsible for any information posted by Users on the Website, including, without limitation, materials protected by copyright that have been published without the copyright holder's permission.

7.10. The obligation to maintain the confidentiality of personal data shall continue to apply to the Administration and any other persons who have obtained access to such personal data even after termination of their relationship with the User, to the extent required by applicable law and contractual obligations.

8. Dispute Resolution

8.1. Prior to initiating legal proceedings in relation to disputes arising between the User and the Administration, the parties shall seek to resolve the dispute through a written claim (including claims submitted electronically).

8.2. The recipient of such claim shall provide a written or electronic response within 30 (thirty) calendar days from the date of receipt.

8.3. If the parties fail to reach an agreement, the dispute shall be submitted to the Moscow Arbitration Court in accordance with the applicable legislation of the Russian Federation.

8.4. This Privacy Policy and all legal relations arising from it shall be governed by the laws of the Russian Federation.

9. Final Provisions

9.1. The Administration reserves the right to amend this Privacy Policy without obtaining the User's prior consent.

9.2. Any revised version of this Privacy Policy shall become effective upon its publication on the Website unless otherwise specified in the revised version.

9.3. Any questions, comments, or requests relating to this Privacy Policy should be submitted to: huntingbitter@novabev.com.

9.4. The current version of this Privacy Policy is available at: <https://huntingbitter.com/>.