PRIVACY POLICY

Wording date November 1, 2026

I. GENERAL PROVISIONS

This Privacy Policy governs collection, processing, storing and use of your personally identifiable information and other personal data required for using and/or related to your use of the **PromoNavi** service available via the website **https://promonavigator.com** (the "Service"), which is operated by ONER INVESTMENTS LIMITED, a company incorporated and existing under the laws of the Republic of Cyprus under registration number: HE 275568, registered at Theklas Lysioti, 17, Pissas Building, office 501, 3030, Limassol, Cyprus and/or its subsidiaries or affiliates (collectively, the "Operator").

This Privacy Policy is a legally binding agreement between the Internet user accessing and using the Service and accepting this Privacy Policy ("You") and the Operator governing collection, processing, storing and use of your personally identifiable information and other personal data required for you using and/or related to your use of the Service, and its provisions may be enforced against you under applicable law.

Please read and review this Privacy Policy before submitting any personal data to or with help of the Service, or otherwise accessing or using the Service. By submitting any personal data to or with help of the Service, or otherwise accessing or using the Service, you acknowledge that you have read, understand and agree to be legally bound by this Privacy Policy without limitation or qualification.

This Privacy Policy is subject to change; please review the Privacy Policy each time you access and/or use the Service. By submitting any personal data to or with help of the Service, or otherwise accessing or using the Service, you shall be deemed as having accepted the most recent version of this Privacy Policy.

If you do not agree to the terms of collection, processing, storing and use of your personally identifiable information and other personal data set forth in this Privacy Policy, you may not submit any personal data to or with help of the Service, or otherwise access or use the Service in any way.

II. COLLECTION AND USE OF PERSONAL DATA

In certain instances of using the Service discussed below, you may be prompted by the Service to provide information about you that may identify you (your "Personal Data"). Personal Data submitted by you through and with help of the Service and collected from you via the Service may include the following information:

- your full legal name;
- your date of birth;
- your place of residence;
- your address of registration (legal address) in certain jurisdictions;
- your postal address;
- your valid e-mail address;
- your credit or debit card details (only when specifically prompted by the Service in relation to transactions);

- your home phone and/or mobile phone number; and
- other information from which an individual may be personally identified that may be required by the Operator and prompted for submitting from time to time via the Service.

You agree that the Operator may collect your Personal Data in certain instances, such as, but not limited to:

- when you register your account on the Service;
- when you use the Service in accordance with its designated purpose;
- when you initiate transactions via the Service, including transactions involving purchasing of Advertising Materials and special offers;
- when you contact the Operator by e-mail or phone;
- when you subscribe to the newsletter of the Service;
- when you fill out the feedback form;
- when you otherwise use the services and functionality of the Service.

You agree that all Personal Data you provide on this Service must and will be correct, truthful, current, and complete. Providing misleading information about your identity is forbidden. If the Operator believes that the Personal Data you provide is not correct, current, or complete, or is false or misleading, the Operator has the right to refuse, suspend or terminate your access to the Service or any of its resources and to suspend or terminate your account at any time.

You hereby understand and agree that if you do not want the Operator and/or its designated personal data processing contractor (if and in cases where applicable) to collect, process, store and/or use any of your Personal Data, you may not or will not be able to use certain functionality of the Service, participate in transactions that may be offered on the Service, or use those sections or modules of the Service that require or may require your Personal Data for their performance, normal work or due provision of the Service to you in accordance with its designated purpose.

III. PERSONAL DATA OF CHILDREN AND TEENS

The Service is intended for use by adults only. The Operator and its designated personal data processing contractor do not knowingly collect, use, maintain or disclose Personal Data of children younger than 13 years of age and teens aged between 13 and 18 years of age.

To use the Service and submit your Personal Data, you must be both (1) at least 18 (eighteen) years of age, and (2) of legal age in the jurisdiction from which you access and use the Service. If you are not 18 years of age, you may not access and use the Service, and may not submit any Personal Data via the Service. The Operator reserves the right to report attempts of use of the Service by the minors to the appropriate authorities.

If the Operator has learned or has sufficient grounds to believe that Personal Data is submitted by a child or a teen instead of an adult, the Operator reserves the right to suspend the user account through which the Personal Data was submitted and request provision of an e-mail address of the parent or legal guardian of the submitting person so that the Operator can notify the parent or legal guardian that their child or teen has provided Personal Data through the Service and provide an opportunity for the parent or legal guardian to request the deletion of that Personal Data from the relevant records. The Operator will contact the parent or legal guardian at the e-mail address provided and the parent or legal guardian will have 48 hours from delivery of the e-mail to advise if they do not agree to their child’s or teen’s provision of Personal Data. If the parent or legal guardian fails to reply to the query sent to the provided e-mail address, the Operator will assume that the parent has not consented to collection and processing of their

child's or teen's Personal Data, after which the related user account will be immediately terminated and the Personal Data in question will be purged from Operator's and/or its designated personal data processing contractor's records.

IV. PRINCIPLES OF PERSONAL DATA PROCESSING

The Operator and/or its designated personal data processing contractor(s) (if and where applicable) collect, process, store and use your Personal Data in accordance with the following general principles:

- your Personal Data is or will be at all times obtained solely from you and from you only, and not from any third party;
- your Personal Data will be at all times collected, processed, stored and used lawfully;
- your Personal Data is collected, processed, stored and used only in accordance with the purposes of personal data processing outlined in this Privacy Policy and your express consents granted under this Privacy Policy;
- your Personal Data is at all times collected, processed, stored and used separately from non-personal data that may be received from you in accordance with this Privacy Policy; your Personal Data is at all times treated confidentially and processed, if and where applicable, only by or with assistance of personnel working with Personal Data that have signed non-disclosure agreements;
- your Personal Data will not be disclosed to any third party without your express written consent to such disclosure, with the exception of circumstances where such disclosure may be required by government authorities, such as courts or law enforcement agencies, or under law, as discussed further in this Privacy Policy;
- your Personal Data is processed, stored and used only for the period set forth in this Privacy Policy;
- processing of your Personal Data by third parties, such as the Operator's designated personal data processing contractor(s) (if and where applicable) will at all times be processed with the same level of confidentiality, data security and in strict accordance with the strict principles and purposes outlined in this Privacy Policy;
- the scope of collected Personal Data does not and will not be excessive with respect to the scope of purposes for which the Personal Data is collected, stored and used;
- and your Personal Data may be changed or deleted at any time in accordance with this Privacy Policy.

V. PURPOSES OF PERSONAL DATA PROCESSING

The Operator and/or its designated personal data processing contractor(s) (if and where applicable) collect, process, store and use your Personal Data solely for the following purposes:

- registering you as a valid and eligible user of the Service, its functionality and built-in services;
- sending you promotional and advertising materials relating to new functionality and/or products of the Service, as well as products and services of the Operator and/or its subsidiaries and affiliates, as well as sending you other information that you requested or agreed to receive, including in the process of using the Service;
- performing statistical studies based on the Personal Data provided by you and using information obtained from user surveys completed by you for improvement and enhancement of your user experience with respect to the Service, its functionality and products;

- monitoring and maintaining the user/Operator relationship; completing financial transactions between you, the Operator and other users of the Service where applicable;
- if and where applicable, offering you for purchasing and selling you specific functionality and services available on the Service, such as special offers, billing you for these purchases, providing the purchased functionality and services to you, and maintaining records of such purchases and provision of functionality and services to you;
- sending notifications (including system notifications) about the Service and using the Service by the registered User;
- for marketing and educational mailouts;
- sending SMS notifications on issues related to the use of the Service;
- calls from the Operator's staff (such as but not limited to: calls from managers, technical support specialists, system consultants) related to the use of the Service by registered Users;
- record keeping and archival purposes.

The user can refuse to receive, both from the entire Service newsletter mailing and phone calls, and from each one individually. Refusal to receive the information distribution of the Service and phone calls of the Service may be carried out in the personal account of the registered User or by sending an e-mail to the following address: support@promonavigator.com.

Taking into account that the receipt of System notifications is a necessary condition for using the Service, the refusal to receive System notifications is possible only upon deleting the personal cabinet of the registered User.

VI. YOUR CONSENT TO PROCESSING AND DISCLOSURE

You hereby acknowledge and agree that you grant the Operator, its affiliates, subsidiaries, controlling and controlled companies and designees, as well as its designated personal data processing contractor(s) (if and where applicable) your consent granted herein with respect to collection, processing, storing and use of your Personal Data by yourself, voluntarily and by your free will, in your own interests and consciously.

You hereby expressly consent to the collection, processing, storing and use of your Personal Data by the Operator by all means and for all purposes outlined in this Privacy Policy and under applicable law, including, but not limited to, this Section of the Privacy Policy, and disclosure of your Personal Data in accordance with the Privacy Policy.

The Operator may from time to time employ third parties to perform functions on behalf of the Operator, such as hosting or operating the Service, receiving and processing payments made by you via the Service, sending e-mail communications, carrying out user behavior analysis and performing other functions. You hereby grant your express consent to the Operator to share your Personal Data with such third parties in order for them to be able to perform such functions and to disclose your Personal Data to such parties where and when required.

The Operator may from time to time require sharing your Personal Data with other entities affiliated with the Operator, such as Operator’s affiliates, subsidiaries and controlling or controlled entities for internal business and operational purposes. You hereby grant your express consent to the Operator to share your Personal Data with such entities affiliated with the Operator and to disclose your Personal Data to such entities where and when required.

The Operator, where and when applicable or desirable, may request third parties, such as the Operator’s designated personal data processing contractor(s), to process your Personal Data on Operator’s behalf.

You hereby grant the Operator your express consent to share your Personal Data with such designated personal data processing contractor(s) and to disclose your Personal Data to such contractor(s) where and when required or desirable.

In certain instances, your Personal Data may be processed by Operator's designated personal data processing contractor(s) in jurisdictions outside of your jurisdiction of domicile in which the privacy laws may not be as comprehensive as those in the country where you reside and/or are a citizen. You hereby grant your express consent to cross-border transfer of your Personal Data to such third parties located in jurisdictions outside of your jurisdiction of domicile and to processing of your Personal Data by said third parties.

In certain instances, your Personal Data may be processed by Operator to fulfill your payments made via the Service. You hereby grant your express consent to the Operator to process any personal data that may be collected from you during such transactions, and share your Personal Data with third parties such as payment services providers and banks in order for them to be able to fulfill your payment requests.

VII. ADVERTISING AND SURVEYS

The Operator or third party advertisers may use your e-mail address for sending you notifications and other informational and promotional materials about functionality and services available on the Service or other services and products, and the Service may display online advertisements. You hereby grant your express consent to receive such informational and advertising materials. Your e-mail address will not be used for sending you unsolicited advertising messages ("spam").

The Operator may, from time to time, conduct customer surveys with voluntary participation required to improve and enhance your user experience with the Service. You hereby grant your express consent to receive offers of participating in such surveys. If and to the extent you participate in such surveys, you grant your express consent to processing of your Personal Data that you may submit when completing such surveys.

VIII. RECEIVING ONLINE NEWSLETTERS, NOTIFICATIONS AND TERMS OF REJECTION

The operator has the right to perform the following types of information distribution and sending notifications related to the use of the Service by registered Users and Users who have agreed to receive the mailing:

- Newsletters and information about promotions - news and newsletters about internal changes and developments in the SEO industry, online marketing and placement of advertisement positioning on the Internet.
- Phone calls - calls from employees of the Service (including, but not limited to, calls from managers, technical support specialists, system consultants) related to the use of the Service;
- System notifications - notifications related to the use of the Service and necessary for obtaining the services of the Service (including but not limited to: system actions related to the confirmation of the password, notifications of the account balance, notification of system errors, notice of write-off of funds and so forth).

The user can refuse to receive, both from the entire Service newsletter mailing and phone calls, and from each one individually. Refusal to receive the information distribution of the Service and phone calls of the

Service may be carried out in the personal account of the registered User or by sending an e-mail to the following address: support@promonavigator.com.

Taking into account that the receipt of System notifications is a necessary condition for using the Service, the refusal to receive System notifications is possible only upon deleting the personal cabinet of the registered User.

IX. COLLECTION AND USE OF NON-PERSONAL DATA

In addition to your Personal Data, whenever you visit or interact with the Service the Operator and/or its designated third parties may automatically or passively collect certain information relating to your Internet and Service use, such as information about your Internet service provider, your operating system and device from which you access and use the Service, browser type and build, type and serial number of your mobile device (if and where applicable), Internet protocol address, mobile network and country codes, time zone, domain name from which you access the Service, the pages and areas of the Service that you visited, Service functionality you used, the date and time you accessed the Service, and other information about your web surfing preferences and interests that is not personally identifiable. You hereby expressly agree that collection of such non-personal information does not constitute collection, use or other processing of your Personal Data. Notwithstanding this, you hereby grant the Operator, all of its affiliates, subsidiaries and designees, including but not limited to the Operator's designated personal data processing contractor(s) (if and where applicable) your express consent for collection, use and/or other processing of all non-personal information described above.

Any and all non-personal information collected and processed by the Operator and/or its designated third parties is used strictly for the purposes of customizing the Service in accordance with general user preferences, as well as for marketing purposes. You hereby agree that the Operator and/or its designated third parties are free to disclose any and all such non-personal information to third parties of their choice, including but not limited to third party advertisers and other parties.

X. ACTIONS REQUIRED BY LAW AND OTHER SPECIAL CIRCUMSTANCES

Notwithstanding that the Operator, its affiliates, subsidiaries and designees, as well as its designated personal data processing contractor(s) treat your Personal Data in a strictly confidential manner and do not and will not disclose it to third parties without your prior written consent or not in accordance with your consents granted herein, the Operator and discussed parties reserve the right to disclose your Personal Data to third parties at their sole discretion and without obtaining your prior consent and without notification to you in the following special circumstances:

- if you are found to be, or the Operator has reasonable grounds to believe, that you are violating the Terms of Use, Privacy Policy or other legal agreements relating to your use of the Service; if such disclosure of your Personal Data is required to fulfill Operator's obligations under applicable law;
- if such disclosure of your Personal Data is required under governmental or legal requests for information, including but not limited to under the request of any governmental authorities, including but not limited to local and international police authorities and courts conducting an investigation;
- if such disclosure of your Personal Data is required to identify, contact, or bring legal action against another user of the Service who may be violating the Terms of Use, Privacy Policy or legal agreements relating to your use of the Service;
- if such disclosure of your Personal Data is required to respond to an emergency; or

- if such disclosure of your Personal Data is required otherwise to protect the rights, property, safety, or security of third parties, other users of the Service or the general public in any jurisdiction whatsoever.

XI. PROTECTION OF PERSONAL INFORMATION

The Operator uses commercially reasonable technical, organizational and administrative safeguards to help protect and secure your Personal Data. The Service and physical facilities with the servers hosting the Service utilize certain electronic security measures designed to protect against the loss, misuse, and alteration of the information under Operator's control, including Personal Data, which measures fully correspond to requirements set forth under applicable law.

However, you acknowledge and agree that no electronic data transmission or storage of information can be guaranteed to be fully secure, and while the Operator makes and will continue to make every reasonable effort to ensure the integrity and security of Service-related networks and systems and safety of your Personal Data, the Operator cannot and does not guarantee that security measures implemented on the Service will prevent third-party hackers or other users from illegally obtaining information about you, including your Personal Data.

Please note that the Operator cannot ensure or warrant the security of any information you transmit via the Service, including your financial transaction information. You hereby expressly acknowledge and agree that you use the Service at your own risk.

XII. COOKIE POLICY

The technologies used in relation to the Service may include cookie files. A "cookie" is a small data file that can be sent to and placed on your computer's hard drive or mobile device, whichever is applicable, when you access and use the Service.

The Operator may deploy cookie files to collect, store, and sometimes track information for statistical purposes to improve the Service and the functionality and services it offers, as well as to store user preferences, to record session information, to record user-specific information on what pages you access or visit, to record past activity on the Service to provide better service when you return to the Service, to personalize your user experience relating to the Service, to enable or support security features built into the Service, sending you customized advertising basing on your preferences, to ensure that you are not repeatedly sent the same advertising or notifications, to customize Service content based on users' browser type or other information that the user sends or that may required for maintenance, improvement and enhancement of the Service.

The Operator may also deploy "web beacons" and similar technology to assist with delivery of the cookie to your computer or mobile device. Note that blocking or rejecting cookies on your computer or other device may prohibit you from accessing and/or using certain functionality or services available on the Service. You hereby expressly consent to the Operator placing the cookies on your computer's or other computing or mobile device's hard drive for the purposes discussed in this Section, including but not limited to Service maintenance and improvement, and your accessing and using certain functionality and services of the Service.

Please note that in order to be able to use certain functionality of the Service you may be required to enable cookies within your Internet browser settings. Different Internet browsers use different settings with respect to the cookies. You are solely responsible for enabling cookies in your Internet browser settings.

XIII. THIRD-PARTY WEBSITES AND COOKIES

The Service may contain hyperlinks to other websites that are not maintained by, or related to, the Operator or its affiliates. It is your responsibility to review the privacy policies of those websites. This Privacy Policy applies only to the Service.

Advertisers and other third parties may also use their own cookies. The Operator does not control the use of such third party cookies and expressly disclaims any and all responsibility for any information collected by third parties through use of such third party cookies.

XIV. TERMS OF PROCESSING, UPDATING AND DELETING PERSONAL DATA

Your Personal Data is processed and stored by the Operator and/or its designated personal data processing contractor(s) (if and where applicable) for the total period required for providing you access to the Service and the ability to use the Service, providing you with notifications and sending you promotional materials, and using your Personal Data for other purposes set forth in this Privacy Policy and to which you expressly consent, but for no longer than 3 (Three) years, if you do not request the Personal Data to be deleted earlier in accordance with this Section.

If you decide to terminate your account within the Service, the above term will apply to storage of your Personal Data and your Personal Data will remain in Operator’s archives for that period.

You have the right to request the Operator to update or delete your Personal Data by sending an e-mail to the following address: support@promonavigator.com. Your Personal Data will be updated or deleted, depending on the nature of your request, in 10 (Ten) business days as of receipt of your request. You may also send a request to fully delete your Personal Data in writing to the following address: Theklas Lysioti, 17, Pissas Building, office 501, 3030, Limassol, Cyprus.

The Operator is under no obligation to store your Personal Data indefinitely and hereby disclaims any liability arising out of, or related to, destruction of such Personal Data.

XV. GOVERNING LAW

Except where prohibited by applicable law or provided otherwise herein, this Privacy Policy shall be governed by the laws of the European Union.

XVI. CHANGE OF OWNERSHIP

You will be deemed to have consented to the disclosure to, and use by, a subsequent owner or operator of the Service, of any information about you, including your Personal Data provided to the Operator in accordance with the Terms of Use and this Privacy Policy, contained in the applicable database used by the Service, to the extent the Operator assigns its rights and obligations regarding such information in connection with a merger, acquisition, or sale of all or some of the Operator's assets, or in connection with a merger, acquisition or sale of all or some assets related to the Service, to a subsequent owner or operator. In the event of such a merger, acquisition, or sale, your continued use of the Service signifies your agreement to be bound by the terms of use and privacy statement of the Service's subsequent owner or operator. This provision shall remain in full force and effect notwithstanding any termination of your use of the Service.

XVII. CHANGES TO PRIVACY POLICY

To the fullest extent permitted under applicable law, the Operator reserves the right to modify, update, supplement, revise or otherwise change this Privacy Policy in order to comply with applicable new legislation and/or regulations and/or to improve the Service, and to impose new or additional rules, policies, terms or conditions in relation to the Service, from time to time with or without notice to you. In addition, there may be from time to time new, unanticipated uses of information collected through this Service that were not previously disclosed in this Privacy Policy.

The Operator may notify you of the amendments to this Privacy Policy by sending an email message to the email address listed in your account information or by posting the notice on the Service. All amendments to this Privacy Policy will be effective immediately and incorporated into the Privacy Policy upon sending or posting of such notice. You are responsible for regularly reviewing this Privacy Policy. Your use of the Service or any part thereof after any changes to this Privacy Policy are posted on the Service or otherwise made available for review will be considered acceptance of those changes and will constitute your agreement to be bound thereby. If you object to any such changes, your sole recourse will be to terminate your account, request deletion of your Personal Data from our servers and stop using the Service.

XVIII. CONTACTS

If you have any comments or questions concerning this Privacy Policy, processing and use of your Personal Data, or if you would like the Operator to update or delete your Personal Data, please contact the Operator using the following contact details:

For questions regarding the Privacy Policy, data processing: support@promonavigator.com

To request update or deletion of your Personal Data: support@promonavigator.com

Operator address: Theklas Lysioti, 17, Pissas Building, office 501, 3030, Limassol, Cyprus