

# PRIVACY POLICY

## Publication date:

May 22, 2026 **Revision:** 1.1

### *Changes in revision 1.1 (2026-05-22):*

*added clause 2.7-bis "Abuse prevention in anonymous mode" — a technical cookie `chk_anon` and brief processing of the IP address to rate-limit free, sign-in-free operations. No new categories of personal data are introduced.*

### *Language of the document.*

*This document is originally drafted in Russian. The English translation is provided for informational and convenience purposes only and does not constitute a legally binding version of the document. In the event of any discrepancies, inconsistencies, or conflicts between the Russian and English versions, the Russian version shall prevail.*

This Privacy Policy (hereinafter — the "Policy") sets out the procedure for processing and protection of the personal data of users of the "ChëKak: Market" online service and related online services (hereinafter — the "Platform"). The Policy is developed in accordance with Federal Law No. 152-FZ of July 27, 2006 "On Personal Data", Federal Law No. 242-FZ of July 21, 2014 "On Localization of Personal Data", and other regulatory legal acts of the Russian Federation.

**Personal data operator:** Individual Entrepreneur Kosenkov Ivan Igorevich INN: 773717313581, OGRNIP: 326774600222374 Address: 117546, Moscow, Bulatnikovskiy proezd, 10, building 1, apt. 56, Russia Phone: +7 (968) 077-89-91 Email for requests: support@chekak.store Registration in the Roskomnadzor register of personal data operators: No. 78776/77 of 19.05.2026

## 1. Platform Composition

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The Platform comprises the subdomains `*.chekak.store` under a single SSO account: marketing site `chekak.store`; `auth`; **app** (the main application storefront) and personal cabinet; `billing`; `admin`; `api`; `docs`; **apk** (Android APK/software delivery server, no UI); **cdn** (cookieless delivery of shared static assets, incl. Altcha captcha files, for all subdomains); `status`; `mail`; `tools/AI` (`tools`, `ai`, `chat`, `tts`, **subs** (transcription; formerly **transcription** — public domain renamed), **live** (AI photo "revival" — face animation, see 2.15), `prompt`); converters (`convert`, `pdf`, `img`, `audio`, `video`, `documents`, `archive`, `slides`, `fonts`, `ebook`, `excel`); marketplaces (`work`, `gigs`, `svoi`) and landing stubs (`link`, `git`, `kuda`, `vmeste` — no extended personal data collected as of the publication date); the advertising portal `ads.chekak.store` (direct-advertiser cabinet, see Section 6.4). `blog.chekak.store` is not used; the internal `imglogo.chekak.store` processes only shop logos and no personal data. See the Russian version for the full descriptive table; the Russian version prevails.

## 2. What Data Is Collected

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### 2.1 Registration data (mandatory at Account creation)

- **Email address** — the User's primary identifier on the Platform; used for sign-in, password recovery, and system notifications.
- **Password hash** (bcrypt; the original password is not known to the Operator and is not stored anywhere).
- **Country of tax residency** (two-letter ISO 3166-1 alpha-2 code; chosen by the User from a dropdown at registration, default by IP with the option to change) — used to determine available payment methods for the User under applicable law (see Section 4 of the User Agreement and the Billing Terms), to comply with Federal Law 259-FZ of July 31, 2020 (the prohibition on the use of digital currency as a means of payment by residents of the Russian Federation), and to apply the appropriate tax and legal regime.
- **Age confirmation 18+** (boolean; set by the User by ticking the corresponding checkbox at registration; see Section 2.5 of the User Agreement). **The User's date of birth is not collected or stored on the Platform** — the Operator applies the principle of data minimization (Article 5(5) of Federal Law 152-FZ). Self-confirmation of age, logged with date, time, IP and User-Agent, is sufficient evidence of the User's declaration.
- **Callsign (login)** — the public Account name auto-generated by the Platform at registration under the "medieval profession + animal" scheme from a vocabulary maintained by the Operator (with an optional four-digit numeric suffix). This is not the personal data of third parties as it is formed without User input from an anonymized vocabulary and does not enable identification of the User as an individual.

### 2.2 User consent

- Date and time of acceptance of consent to processing of personal data
- IP address and browser User-Agent at the moment of consent
- Versions of the accepted documents (User Agreement, Privacy Policy, Billing Terms, Personal Data Consent)
- A separate flag for consent to marketing communications (off by default)
- A separate flag for confirmation of being 18+
- A separate flag for confirmation of the accuracy of the declared country of tax residency

### 2.3 Payment data

- Order number, amount, currency, status, and time of payment
- Bank card details are **not stored** on the Platform — they are processed by the payment provider JSC "TBank"
- Transactions on the Platform's internal currency ("chiki") with time, amount, and reason

## 2.4 Usage data

- Order and subscription history
- Balance change history (for transparency and refunds)
- Account creation date, last login date
- Country of tax residency change log (for audit and tax accounting)

## 2.5 Technical device identifiers (anti-fraud, protection against multiple Accounts)

In accordance with Article 6(1)(7) of Federal Law 152-FZ (protection of the Operator's legitimate interests) the Operator processes the following data to prevent automated and abusive registrations (see Section 5.5 of the User Agreement):

- **IP address of the device** (at registration, every sign-in, and every operation materially affecting the balance or the Account);
- **Browser User-Agent** (browser type, version, operating system);
- **Non-personally-identifying technical browser identifier** (browser fingerprint hash) — an anonymized SHA-256 hash of technical browser characteristics (screen size, available fonts, canvas API version, etc.); the raw characteristics are not stored.

**Purposes:** detection and prevention of attempts by a single individual to create more than one Account (see Section 5.5 of the User Agreement), protection against automated registrations (bots), protection against fraudulent operations.

**Retention:** 90 (ninety) calendar days from the last registration or operation, after which the identifiers are anonymized or destroyed. Correlated patterns may be retained longer in anonymized form (without Account binding) for abuse-detection statistics.

**Automated decision-making** based on these identifiers is **not carried out:** when a suspicious combination of features is detected the Account is referred for manual review by an authorized employee of the Operator. The User may challenge any resulting decision under Section 8 of this Policy.

## 2.6 Server logs and session data

- IP address, browser type (User-Agent), session time and duration — collected in web-server logs for security and diagnostic purposes
- **Referral source:** HTTP `Referer` and UTM tags (`utm_source/medium/campaign` etc.) — for marketing attribution and web analytics; not used for personality profiling; processed on any subdomain alongside IP/User-Agent
- **Application diagnostic logs** — personal data is not written in clear text; if it accidentally appears in an error trace it is anonymized and rotated within 90 days, Operator-only access
- Session identifier (JSESSIONID) — technically necessary cookie, valid only within one work session

## 2.7 Cookies

Three categories of cookies are used on the Platform. The subdomain `cdn.chekak.store` (static asset delivery) is a **cookieless domain** — cookies are not set or read on it.

- **Technically necessary** (`JSESSIONID` for authentication, `chk_consent` for storing the cookie banner choice — set with `Domain=.chekak.store` for synchronization across subdomains) — under Article 6(1)(5) of Federal Law 152-FZ, no separate consent required;
- **Own analytics (self-hosted Umami)** — deployed on the Operator's infrastructure in the Russian Federation, operates **without cookies**, first-party and anonymized, and **does not transfer data to third parties**; no separate consent required. This is the only analytics system actually in use as of the publication date;
- **Third-party analytics** (Yandex.Metrica, VK Pixel, Top.Mail.Ru and other **Russian** systems) — may be connected in the future and applied **only with separate opt-in consent** via the cookie banner (separate "Analytics" checkbox, off by default). Recipients' servers only in the Russian Federation. Not connected as of the publication date;
- **Advertising** (Yandex Advertising Network, VK Ads/myTarget, AdRiver and other **Russian** ad networks; partners engaged to keep ad blocks operational) — applied **only with separate opt-in consent** via the cookie banner (separate "Advertising" checkbox, off by default). The Operator may place and **sell advertising via the Platform storefront**; for direct advertising, click/view data is collected by the Operator's own isolated system (Umami) without transfer to third parties. All ad materials are marked under Article 18.2 of Federal Law 38-FZ ("Реклама" label, `erid` in the ERIR). No advertising is placed as of the publication date;
- Protection against automated requests uses a **self-hosted Altcha** service (proof-of-work) on the Operator's RF infrastructure, without transfer to third parties;
- Google services (Analytics, Ads, AdMob, Tag Manager), Cloudflare, and other foreign analytics/ad/protection SDKs are **not used and will not be used** (no cross-border transfer).

Details of cross-subdomain consent synchronization and the "continued use = consent to technically necessary cookies" scheme are in Section 9.

### 2.7-bis Abuse prevention in anonymous mode (free trial)

To prevent abuse of free, sign-in-free operations (one-off file conversions, developer tools), the Operator applies technical rate-limiting measures:

- **Technical cookie** `chk_anon` — belongs to the technically necessary category (Article 6(1)(5) of Federal Law 152-FZ, no separate consent required). It contains only a random browser identifier **not linked to** and not capable of identifying the User. Set on `.chekak.store` for consistent counting across subdomains.
- **IP address** is processed briefly and **solely** to count the number of free operations. The legal basis is the Operator's legitimate interest in preventing abuse and protecting infrastructure (Article 6(1)(7) of Federal Law 152-FZ). For IPv6 addresses, counting is performed by the /64 network prefix (not tied to a specific device).

- **Retention** of rate-limit counters is no more than 10 hours (the limit window), after which the data is **deleted automatically**.
- This data is **not used** for profiling, targeted advertising, profile enrichment, or transfer to third parties.

## 2.8 Requests to functional addresses

- Letter content, attachments and sender address when contacting functional addresses: `support@chekak.store` (support), `legal@chekak.store` (legal matters and data-subject rights), `partners@chekak.store` (partners), `ads@chekak.store` (advertisers), `money@chekak.store` (settlements/refunds). Requests are handled by the Operator or a moderator engaged under a civil-law contract (NDA, "moderator" role, actions logged).

## 2.8-bis Content moderation

User-published content (`work/gigs` cards, listings, `svoi/link/git/kuda/vmeste` profiles, `prompt` prompts, `ads` creatives, etc.) is moderated by the Operator and contractors (self-employed/sole proprietors, 18+) via an internal panel; the Operator may hide/remove violating content or third-party PD without legal basis. Moderator access is limited to their contour (Chekak / WB Helper — different persons). The Russian version prevails.

## 2.9 Contact data on contractor-search marketplaces ( `work.chekak.store` , `gigs.chekak.store` , `svoi.chekak.store` )

Upon voluntary creation by the User of a public profile card on the contractor-search marketplaces (performer / customer / seller / buyer) the following additional data is processed:

- phone number;
- alternate email address for direct contact (different from the registration email);
- messenger identifiers (WhatsApp, Discord and other publicly available);
- description of skills, experience, rates;
- links to social-network profiles / portfolio.

These fields are populated by the User through the Platform UI, are visible only to authenticated Users of the respective marketplace, and may be edited or deleted by the User without restrictions at any time through their cabinet. Consent to publication is recorded by a separate checkbox upon card creation and is withdrawn by card deletion.

## 2.10 Geolocation (only `work.chekak.store` )

When publishing a performer card on `work.chekak.store` (search for offline jobs) the User voluntarily indicates the place of work in one of two formats at their choice:

- a link to Yandex.Maps with a pin;
- a pair of coordinates (latitude, longitude).

Precision is at the User's discretion (district / metro station / full address). **GPS coordinates from the User's device are not read automatically** — only data explicitly entered by the User as a link or

coordinates is collected. On `gigs.chekak.store` (remote work) geolocation is not requested.

### 2.11 Author-generated content of the prompt marketplace ( `prompt.chekak.store` )

Upon voluntary publication by the User of a prompt in the public part of the marketplace the following is processed:

- prompt title, prompt text;
- description/category, price in chiki;
- examples of generation results (images, audio, video — at the author's discretion).

The contents of prompts are the User's author content. If personal data of third parties are detected in a prompt's text, the Operator may, upon request of the subject or Roskomnadzor, hide the publication without the author's consent (section 8 of the Policy).

### 2.12 User files on file conversion services

When the User uploads files to the conversion services ( `convert.chekak.store` and the subdomains `pdf.chekak.store` , `img.chekak.store` , `audio.chekak.store` , `video.chekak.store` , `documents.chekak.store` , `archive.chekak.store` , `slides.chekak.store` , `fonts.chekak.store` , `ebook.chekak.store` ), the Operator processes:

- the contents of the uploaded file — **only to the extent necessary to perform the conversion**;
- operation metadata (file name, size, type, processing duration).

Conditions:

- size limit — 500 MB per file;
- encryption at rest — AES-256;
- retention — no more than 24 (twenty-four) hours from the last access;
- the contents are not analyzed; files are not used to train models or for any purpose other than conversion.

If an uploaded file contains personal data of third parties, the provisions of section 2.13 apply.

### 2.13 Personal data of third parties

Through files uploaded by the User to the conversion services (documents containing full names, photographs, etc.), the Operator may receive personal data of individuals who are not Users of the Platform.

With respect to such data:

- **the User of the Platform is an independent operator** within the meaning of Article 3 of 152-FZ;
- IE Kosenkov acts as the **person processing personal data on instruction** of the User in the meaning of Article 6 § 3 of 152-FZ;
- the instruction is formalized by the corresponding section of the User Agreement (Public Offer);

- the User is responsible for having legal grounds for processing such data and for informing the data subjects.

## 2.14 Anonymized requests to neural-network services (*under development*)

For the services `chat.chekak.store` (chat with a neural-network model), `tts.chekak.store` (speech synthesis) and `subs.chekak.store` (transcription; formerly `transcription.chekak.store` — public domain renamed), **anonymization is performed on the side of the Operator's server in the Russian Federation** before the request is sent to the external model:

- email, full names, phone numbers, IP address, and Account identifier are removed from the request body and headers;
- the external neural-network model receives anonymized text or audio file without identifying information;
- only an anonymized copy of the request is retained — no more than 30 (thirty) calendar days (for dispute resolution and debugging), then destroyed.

Audio/video uploaded to `subs.chekak.store` may contain the voice and other personal data of **third parties**; section 2.13 applies (processing on the User's instruction); the input file is retained no more than 24 hours.

Debit of the internal currency "chiki" is performed **on the Operator's side before the request is sent** to the external model. The subdomain `ai.chekak.store` (general catalog of neural-network services and pricing) does not process personal data on its own beyond the basic set (section 2.1) required to authenticate the User.

## 2.15 Face image on the photo "revival" service `live.chekak.store` (*under development*)

`live.chekak.store` performs AI face animation from a portrait uploaded by the User (creating a short video).

- The uploaded face image is an image of a citizen within the meaning of Article 152.1 of the Civil Code of the Russian Federation. **It is not biometric personal data within the meaning of Article 11 of 152-FZ**, since the Operator does not use it to establish identity — solely for animation.
- Processing is based on the User's **separate explicit consent**, given by ticking a checkbox immediately before uploading the photo (as of the actual launch of the service).
- Processing is performed only on the Operator's side in the Russian Federation; the photo and result are **not used to train models**.
- The uploaded photo and result are stored for a limited period and **automatically deleted**; the exact period is fixed at the time of launch.
- The User is warned in the UI and is responsible for having the consent of the depicted person when uploading **third-party photos**; creation of misleading materials (deepfakes) and other unlawful use are prohibited.
- As of the publication date no advertising is placed and no statistics are provided to advertisers; **launch of the advertising portal and ad display is planned in the near future**. From actual launch,

processing is performed to the extent described in this section.

Landing stubs `link` / `git` / `kuda` / `vmeste` collect only the basic technical set as of the publication date; upon launch they will process data voluntarily published by the User (profile/social links and contacts for `link`; public profile and repositories for `git`; contacts and preferences for `kuda` / `vmeste`) — the composition will be added together with the launch.

### 3. Processing Purposes

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1. Registration, authentication, and identification of the User on the Platform.
2. Conclusion and performance of the User Agreement (public offer).
3. Provision of access to Software Products and Online Services, including free services.
4. Conducting settlements, issuing cashier receipts, refunds; determining payment methods available to the User by country of tax residency.
5. Issuance and delivery of fiscal receipts under Federal Law 54-FZ of May 22, 2003.
6. Informing the User about order status, balance changes, technical incidents.
7. Indirect facilitation of contact establishment between Users on contractor-search marketplaces (`work.chekak.store`, `gigs.chekak.store`, `svoi.chekak.store`) — publication of voluntarily posted User cards and their display to other Users. The Operator acts as an information intermediary within the meaning of Article 1253.1 of the Civil Code of the Russian Federation.
8. Marketing communications (only with the User's separate explicit consent; Article 18 of Federal Law 38-FZ of March 13, 2006).
9. Ensuring Account and Platform security, including prevention of multiple and automated registrations (Section 2.5 of this Policy).
10. Fulfilling the Operator's obligations under Russian Federation law (accounting, tax, requirements of Federal Law 259-FZ on digital financial assets).

### 4. Legal Bases for Processing

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- **Consent of the data subject** (Art. 6(1)(1) of Federal Law 152-FZ) — captured at registration with date, IP, User-Agent and the accepted document versions. Covers registration data, country of tax residency, age confirmation flag, usage history, marketplace data, and opt-in analytics/advertising.
- **Performance of the offer agreement** (Art. 6(1)(5) of Federal Law 152-FZ) — for payment data, order history, fiscal receipt issuance.
- **Protection of the Operator's legitimate interests** (Art. 6(1)(5) of Federal Law 152-FZ — to the extent justified by Platform security) — for the technical device identifiers (Section 2.6). The Operator's legitimate interest (fraud prevention, protection against automated attacks, limitation of welcome-bonus abuse) outweighs the interests of the data subject given the minimization of data volume and the limited retention period.
- **Compliance with imposed obligations** (Art. 6(1)(2) of Federal Law 152-FZ) — under Federal Law 54-FZ (fiscal documents), Federal Law 259-FZ (payment method restrictions), the Tax Code.

## 5. Processing and Retention Period

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- Registration data — for the lifetime of the Account and no more than 3 years after deletion.
- Payment data and fiscal documents — at least 5 years (Federal Law 54-FZ and Tax Code).
- Internal currency ("chiki") transaction logs of the Chekak Platform — for the lifetime of the Account + 3 years.
- Country of tax residency change log — for the lifetime of the Account + 5 years after deletion (tax accounting requirement).
- Server logs and technical data — no more than 90 days.
- Technical device identifiers (anti-fraud, Section 2.5) — no more than 90 calendar days from the last registration/operation; then anonymized or destroyed.
- Support correspondence content — no more than 1 year.
- User files on file-conversion services — no more than 24 hours from the last access.
- Anonymized requests to neural-network services — no more than 30 calendar days from the request.
- Encrypted backups — no more than 180 days from Account deletion.
- Data of a deleted Account is anonymized ( `AccountDeletionService` ) with financial logs retained in anonymized form.

## 6-7

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(Sections 6 "Transfer to third parties" and 7 "Security measures" are unchanged from revision 1.0, except for the addition of the row for `chk_consent` cookie in the technically necessary category in Section 9 and the explicit mention of fingerprint-based abuse detection as a security measure in Section 7.)

### 6.4 Advertising portal `ads.chekak.store` (direct ad sales)

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`ads.chekak.store` is a direct-advertiser cabinet. Within this service, **anonymized web-analytics statistics** (impressions, clicks, reach, region-level geography) collected by the Operator's own system (self-hosted Umami, cookieless, servers in the RF) **are provided to the advertiser — a third party — solely for the purpose of placing and assessing the effectiveness of the advertising it has purchased.** The data is anonymized and does not allow identification of an individual visitor (Art. 3(9) of 152-FZ). Legal basis: Art. 6(1)(5) of 152-FZ (performance of the contract with the advertiser) together with the subject's consent via the cookie banner ("Advertising" checkbox). No cross-border transfer occurs (servers in the RF). Advertising purchased via `ads.chekak.store` may be placed **on all websites, subdomains and services owned by IE Kosenkov Ivan Igorevich, including `chekak.store` and `wb-helper.tech` with all their subdomains;** all materials are labelled under Article 18.2 of Federal Law 38-FZ ("Реклама" mark, `erid` in the ERIR). As of the publication date the service is a placeholder. The Russian version prevails.

## 8. User Rights

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Under Articles 14, 15, 16, 21 of Federal Law 152-FZ the User has the right to:

- obtain information about the processing of their personal data;
- demand the clarification, blocking, or destruction of their data;
- withdraw consent to processing;
- request a copy of their data in machine-readable format (via the personal-account export service);
- challenge a decision taken in respect of the Account based on correlation of technical device identifiers (Section 2.6); such challenge is reviewed by an authorized Operator employee within 10 business days;
- delete the Account independently through the personal account with two-step email confirmation; this results in anonymization of personal data with preservation of financial logs in anonymized form.

Requests regarding data-subject rights are sent to **support@chekak.store** (primary) or **legal@chekak.store** (escalation). Response is provided within 10 business days.

## 9. Cookies and Opt-in Consents. Unified Cross-Subdomain Banner.

### 9.1. Cookie categories

Category	Provider / cookie	Use	Consent
<b>Technically necessary</b>	Operator: <code>JSESSIONID</code> , <code>chk_consent</code> (with <code>Domain=.chekak.store</code> )	Authentication, session, cookie banner state, cross-subdomain synchronization	Not required — Art. 6(1)(5) of Federal Law 152-FZ
<b>Own analytics, cookieless</b>	Operator: self-hosted Umami (in RF)	Anonymized audience measurement, no cookies, no third-party transfer	Not required (no cookies set)
<b>Third-party analytics</b> <i>(when connected)</i>	LLC "Yandex" (Yandex.Metrica), LLC "VKontakte" (VK Pixel), LLC "TMR Group" (Top.Mail.Ru) — servers in RF	Audience measurement, behavioral analytics	Requested via banner; separate "Analytics" checkbox (off by default). Not connected as of the publication date
<b>Advertising</b> <i>(when connected)</i>	LLC "Yandex" (YAN), LLC "VKontakte" (VK Ads/myTarget), LLC "AdRiver", other Russian ad networks and ad-block partners — servers in RF	Contextual/display ads of Russian ad networks and direct ads (storefront), retargeting, measurement	Requested via banner; separate "Advertising" checkbox (off by default). Not connected as of the publication date

All servers of the said third-party operators are on the territory of the Russian Federation. All ad materials are marked under Article 18.2 of Federal Law 38-FZ (the "Реклама" label, the `erid` in the ERIR).

### 9.2. Cross-subdomain synchronization

The cookie banner sets a cookie `chk_consent` with `Domain=.chekak.store; Path=;/; SameSite=Lax; Secure; Max-Age=31536000` (1 year). The browser automatically sends it to all subdomains `*.chekak.store`. **Consent expressed on one subdomain applies on all subdomains** of the Platform; the banner is not shown again. Withdrawal via the "Manage cookies" link in the footer also applies to all subdomains.

### 9.3. "Continued use = acceptance" (for technically necessary cookies)

If the Visitor/User, having reviewed the banner, has not given express consent nor refused but continues using the Platform (navigating to the next page, clicking any button outside the banner's service controls), they are deemed to have consented to the default settings (**technically necessary cookies only**; analytics

and advertising — off). Consent to analytics and advertising cookies is **not** deemed given this way; it is requested only by a separate explicit mark.

#### 9.4. Registration as express acceptance

Upon successful Account registration (after email confirmation) the User is deemed to have accepted all technically necessary, analytics, and advertising cookies in full, since the corresponding consents are given as part of the express acceptance of the User Agreement, Privacy Policy, and Personal Data Consent. The cookie banner state is automatically updated at the moment of registration; no further banner confirmation is required until the User changes the settings.

#### 9.5. Versioning

When a new revision of this Policy or the User Agreement is published that materially changes the composition or purpose of applied cookies, the banner version is incremented. Previously given consent then requires re-confirmation; until re-confirmation only technically necessary cookies are applied.

#### 9.6. Logging

The fact of consent (and refusal, change, withdrawal) is recorded by the Platform in the `chekak_store.cookie_consent_log` journal with date, time, IP, User-Agent, banner version, source (subdomain), and (for registered Users) Account identifier. The journal is retained for the lifetime of the Account + 3 years after deletion (evidentiary basis under Art. 9(4) of Federal Law 152-FZ).

The User may at any time change or withdraw opt-in consents via the "Manage cookies" link in the footer of any Platform page.

## 10. Changes to the Policy

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The Operator may amend this Policy.

**The current revision (1.0)** enters into force from the moment of its first publication at <https://chekak.store/legal/privacy-policy> and applies to all Users regardless of registration date.

**Subsequent revisions** enter into force 14 (fourteen) calendar days after publication. Users are notified of material changes by email at least 14 days before the effective date. **Continued use of the Platform after the 14-day period constitutes consent to the new revision.**

**Two-tier rule for entering into force.** This Policy distinguishes two groups of subsequent revisions by the scope of personal data processing:

(a) **Revisions expanding the scope of processing** — adding new cookie categories (new analytics or advertising tools), new recipients of personal data (new third-party operators), introducing cross-border transfer, or otherwise materially expanding the categories or purposes of processing — **require renewed separate opt-in consent of the User via the cookie banner.** Until such consent is given, only "strictly necessary" cookies apply. The "continued use = acceptance" rule **does not apply** to such revisions.

(b) **Other revisions** — clarifications of wording, retention-period changes within already-consented categories, changes to Operator contact details, changes to the procedure for exercising data subject rights that do not expand the scope of processed personal data or the list of recipients — apply under the "continued use = acceptance" rule after 14 calendar days from publication, without forcing the cookie banner to reappear.

This distinction satisfies Art. 9(1) of Federal Law 152-FZ, which requires free, specific, informed and conscious consent of the data subject whenever the scope or purpose of processing is expanded.

For revisions driven by mandatory requirements of Russian Federation law a shorter effective period may apply with reasonable notice to Users.

The current and previous revisions are always accessible at the said page.

## 11. Database Location

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All databases containing personal data of citizens of the Russian Federation are physically located on the territory of the Russian Federation (Federal Law 242-FZ).

Server hardware location: the Russian Federation. As of the publication date the Operator's local infrastructure is used; the Operator may host personal data on the infrastructure of major **Russian** hosting providers (Timeweb Cloud, Yandex Cloud, VK Cloud, Selectel and others with data centers in the RF), provided there is no cross-border transfer. Cloud providers with servers outside the RF are not used. The exact address is in the Operator's internal documents and is provided to authorized authorities upon request in accordance with Russian Federation law. Backups are also stored on the territory of the Russian Federation.

## 12. Contact Information and Details

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**Operator:** Individual Entrepreneur Kosenkov Ivan Igorevich **INN:** 773717313581 **OGRNIP:** 326774600222374 **Phone:** +7 (968) 077-89-91 **Email for requests:** support@chekak.store

**Registration in the Roskomnadzor register of personal data operators:** will be indicated after entry in the Register