

Personal Data Processing Policy

Revision dated 11 October 2026

Website visitor and client data, external services, retention periods and your rights.

1. Who processes the data

1.1. The personal data processor is “Vetmir” LLC, veterinary clinic “Shunn u Katun”. Address: 7 Tumanyan Street, Vanadzor, 2001, Republic of Armenia. For data-related questions and the exercise of rights: amvetmir@gmail.com, +374 55 895 495.

1.2. This Policy covers <https://shunnukatun.am> and data processing when you contact the clinic. It applies together with the law of the Republic of Armenia, including the Law “On Protection of Personal Data”, and Section 10 of the approved Standard Terms. Mandatory provisions take precedence. Viewing the website or this Policy does not in itself constitute consent to optional processing.

1.3. In this document, the website means shunnukatun.am and its subdomains operated by “Vetmir” LLC, including sections and projects launched in the future. The general rules apply within the described functions. Before new data processing purposes or material terms of individual services apply, the clinic provides information and obtains separate consent where required. Launching a new subdomain does not extend consent already given.

2. What data is received and from where

2.1. During ordinary browsing, the server receives technical information needed to deliver the page and secure the connection: the IP address, request time and address, browser information and the technical outcome of the request. This does not mean that all information is retained permanently. The language preference is stored in the visitor’s browser.

2.2. When you contact the clinic by telephone, email, messaging service or in person, it receives the name, contact details, content of the enquiry and information about the animal that you provide. When services are provided, the clinic processes necessary information about the customer’s identity and authority, contracts, agreed arrangements, payments, correspondence and the veterinary record linked to the customer.

2.3. The public website does not offer client registration, medical document uploads, an online shop or online payments. Following a link to Telegram or opening an email application does not in itself transmit the content of a future message to the clinic.

2.4. Information about an animal may constitute personal data if it is linked to an identifiable person. Human health information is not specifically collected for the veterinary record. Another person’s data should be provided only where the necessary authority and legal basis exist.

3. Purposes and legal grounds

3.1. Data is processed to the extent necessary to answer an enquiry, arrange an appointment, conclude and perform a contract, treat the animal and maintain its record, settle payments, issue documents, ensure security, consider claims and comply with legal obligations.

3.2. Each operation requires grounds permitted by Armenian law: valid consent, processing expressly provided for by law or another applicable lawful basis, including within the limits of contractual terms permitted by law. A reference to the “clinic’s interests” alone is insufficient to justify arbitrary data collection.

3.3. Advertising messages, advertising audiences and optional tracking tools require separate, clear and voluntary consent covering the relevant scope. Refusing them does not prevent you from seeking veterinary care or reading the website. Data is not used for an incompatible new purpose without proper grounds.

4. Browser storage, cookies and analytics

4.1. The website saves the selected language in the browser’s localStorage under the key shunnukatun.language. This entry does not contain a name, telephone number or veterinary record; it remains until the user deletes the website’s data. A browser’s refusal to save the preference does not prevent browsing.

4.2. If analytics or advertising tools are connected, the privacy panel offers independent choices: analytics — Yandex Metrika and Google Analytics; advertising — Meta Pixel. These libraries are not loaded before the corresponding permission is given. Not making a choice does not grant permission. The panel may not appear when the tools are disabled.

4.3. Category choices and their time are stored in a cookie shared by shunnukatun.am and its subdomains, and in the browser’s local storage. The shared cookie lasts for 180 days; a local copy may remain until replaced or the website’s data are deleted, but does not grant permission after that period. The choice applies on the main website and subdomains using this panel only to the described categories and purposes. Consent is requested again when the period expires. Permission previously given for the main website alone is not transferred to subdomains without a new choice. You can change your choice using the “Privacy” button. Withdrawal changes the shared choice; the current page reloads to stop tracking tools that have already loaded. Other open pages check the choice when you return to them. Those tools’ first-party cookies accessible to the page are deleted. This does not automatically delete information previously received by providers or cookies on their domains. You can use browser settings and contact the relevant provider to delete them.

4.4. Permitted analytics may receive the IP address and device information, cookie identifiers, page address, referral source, language, page views, scrolling and interactions with sections and buttons. Metrika may create click maps and, when Webvisor is enabled, record interactions with the page. The website’s configured events do not transmit field text, names, telephone numbers, email addresses or veterinary record contents; fields are excluded from Webvisor recordings. This limitation on events does not mean that the provider does not process technical identifiers.

4.5. When advertising is permitted, Meta Pixel is used to measure page views and clicks leading to contact options. Google Signals and advertising personalisation through Google are disabled in the current code. Cookie lifetimes and providers’ retention periods depend on the particular tool and its settings; the 180-day local choice period is not a general retention period for all information.

4.6. Information on providers’ technologies and processing: Yandex — <https://yandex.ru/legal/confidential/>; Google — <https://policies.google.com/privacy>; Meta —

<https://www.facebook.com/privacy/policy/>. New purposes or tools not covered by previously provided information and consent require updated information and the necessary legal basis.

5. Maps, videos and external links

5.1. A Yandex map is embedded on the homepage. When it loads, including as you approach the contact section, the browser contacts Yandex and transmits technical information, including the IP address and browser data. The map operates independently of the analytics settings; rejecting analytics does not prevent it from loading.

5.2. The YouTube player in youtube-nocookie mode loads after you click a video. Google/YouTube then receives the technical data needed for playback and may process subsequent interactions under its policy. The mode's name does not mean that no data processing takes place.

5.3. Following links to Telegram, social networks, media outlets and other websites is also governed by the rules of the respective services. The clinic receives the content of an enquiry when it is actually sent to the clinic. Do not share documents, contact details or other data not intended for publication in publicly accessible comments.

6. Recipients and transfers abroad

6.1. Access may be provided to the extent necessary to authorised employees, information and communication service providers, laboratories and agreed service providers, payment and accounting organisations, your representatives, and authorities and courts on a lawful basis. Transfers are limited by the purpose and the scope of the recipient's authority.

6.2. Veterinary records and records of visits are maintained, among other systems, in TomaCare, <https://desk.tomacare.com>, with the provider's servers used for this purpose located in Armenia, as stated in the approved Standard Terms. This does not mean that all external website and correspondence services are located in Armenia.

6.3. Using foreign providers may involve cross-border transfers. Before a transfer, the clinic must verify the recipient, country, purpose, data involved and the applicability of Article 27 of the Law of the Republic of Armenia "On Protection of Personal Data", including an adequate level of protection and the necessary permission of the authorised body where required. Consent alone does not replace mandatory permissions and safeguards. The technical ability to connect a service does not mean that these requirements have been met.

6.4. You may request information from the clinic about the relevant recipients, grounds and terms of transfers. Third-party services may also process data for their own purposes under their own rules; the clinic is responsible for selecting and using such services within the scope of its obligations.

7. Appointment recordings, photographs and advertising

7.1. Under the Standard Terms, video and audio recordings are made in consulting rooms for security, to confirm consultations and agreed arrangements, check service quality and resolve disputes, where the required grounds exist. Where consent is needed, a sign or a visit to the clinic does not replace it. Only the head of the clinic has internal access to the recordings.

7.2. Publication of photographs, videos and patient stories, or people's images or voices, requires grounds and agreement on the purposes under Clauses 10.15–10.16 of the Standard Terms. The appointment recording archive does not become advertising material merely because consent to recording was given.

7.3. Advertising mailings and the transfer of contact details for advertising audiences are governed by separate consent under Clauses 10.11–10.14 of the Standard Terms. Hashing a telephone number or email address does not guarantee anonymisation. Diagnoses, treatment and veterinary record contents are not transferred for these purposes. Permission for website cookies is not consent to uploading the client database to an advertising platform.

8. Retention periods

8.1. Contracts, veterinary records, payment documents and service-related correspondence are retained for 5 years after completion of the relevant services and final settlement, in accordance with the Standard Terms. Longer retention is permitted to the extent necessary under a mandatory legal requirement or for an unresolved dispute, inspection or enforcement of a decision. This is not a single statutory period for all types of documents.

8.2. The ordinary retention period for video and audio recordings of appointments is 365 days from creation, including backup copies. Extracts relating to a particular incident may be retained separately until the case is concluded and the decision enforced, or for another mandatory period; the grounds for the extension are recorded.

8.3. Enquiries that do not lead to services and technical logs are retained only to the extent and for the period necessary for the relevant purpose and legal obligations. Specific information about the period or the criteria for determining it for your data is provided on request. Once the grounds cease to exist, the data is deleted or irreversibly anonymised.

8.4. Advertising consent remains valid within its agreed scope until withdrawal or expiry of the applicable period. A minimal record of refusal may be retained on a lawful basis to avoid resuming unwanted mailings. Local browser settings and external services are described separately in Section 4.

9. Your rights and response periods

9.1. You have the right to receive information about processing and access your data, request its correction, blocking or destruction in cases provided for by law, withdraw consent and challenge actions before an authorised body or a court. Access is provided while protecting third-party rights; the presence of other people's data is not an unconditional ground for refusing the entire request.

9.2. A written request for information provided for by law is fulfilled within 5 days; a reasoned refusal is provided within the statutory period. Inaccurate, excessive or unlawfully processed data is corrected, blocked or destroyed without delay or, in the cases provided for, no later than 3 working days.

9.3. Formal notice withdrawing consent is submitted in the written form required by law, including a duly signed electronic document. Unless the law or a permissible agreement provides otherwise, processing based on the withdrawn consent is stopped and data subject to destruction is destroyed within 10 working days; notification of destruction is sent within 3 working days.

9.4. Withdrawal does not invalidate lawful previous processing or require deletion of information retained on an independent, valid legal basis. The grounds and limits of continued retention are explained. An ordinary refusal of advertising or further publication can be communicated through an available channel that allows the applicant and the content of the refusal to be established.

10. How to submit a request

10.1. Write to amvetmir@gmail.com or contact the clinic at its address. Provide your name, contact details for a reply, the content of the request and information that will help locate your data. The clinic may verify identity and authority proportionately, without requesting unnecessary information or causing unjustified delay.

10.2. If a request requires a signed form, the clinic will explain how to provide it. A data request does not require waiver of claims or payment of a debt. The general response period for enquiries does not replace the specific periods under personal data law.

10.3. You may complain to the Personal Data Protection Agency of the Ministry of Justice of the Republic of Armenia and to a court with jurisdiction. Information about the authorised body: <https://www.moj.am/>; current law: <https://www.arlis.am/hy/acts/229131>.

11. Data security

11.1. The clinic applies organisational and technical measures required by law: access restricted according to duties, protection of transmissions, and control over the use and disclosure of information. The website uses HTTPS. The contents of your enquiries should not be published in public areas of external platforms.

11.2. In the event of an incident, the clinic takes steps to establish the circumstances, stop the violation and fulfil its notification and rights-protection obligations under the applicable procedure. This Policy does not promise absolute security for any system or release the clinic from statutory liability.

12. Updates and languages

12.1. A new revision is published on the legal page with its date. It does not automatically extend consent already obtained or retroactively change contractual rights. If new consent or specific notification is required, it is provided separately.

12.2. This document is published in Russian, Armenian and English. You may request clarification of any wording. Rights are determined by applicable law; translation is not used to reduce mandatory safeguards.

13. Comments on materials

13.1. Comments on articles, cards and other materials on the website and its subdomains are optional. Submission requires a name or pseudonym and the comment text. The language, date, associated material and, for replies, the original comment are also recorded. No account or email address is required. These data are used for pre-publication moderation, publishing discussions, replies from the clinic and protection against abuse.

13.2. Before submitting, the visitor separately agrees to this processing and public publication; the checkbox is not preselected. Once approved, the name or pseudonym, text and date are available to all readers and may be indexed by search engines or copied by others. Before moderation and after being hidden, a comment is accessible only to authorised staff. Consent to a comment does not include advertising or optional analytics, and declining does not prevent reading the materials.

13.3. Do not publish telephone numbers, addresses, documents, human health information or other people's personal details. Use the clinic's contacts for a private enquiry. If the author is under 16, their legal representative provides consent to processing their data. This also applies to other cases of limited legal capacity or incapacity specified by law.

13.4. A hashed IP address value is used to limit spam. The original IP address is not stored in the comment record. Hashing alone does not mean complete anonymisation. Server technical logs are covered by clauses 2.1 and 8.3. The comment form, its contents and published threads are excluded from Webvisor recordings.

13.5. Comments are retained while needed for the discussion and its moderation, until deletion at the author's request or by the clinic. Unapproved and hidden entries remain in a private queue until authorised staff review them and delete unnecessary data; they should not be retained beyond the processing purpose. Hiding a comment does not itself erase its name and text from the working database. A separate action in the administration panel erases them.

13.6. To request erasure of your name and text or withdraw consent, email amvetmir@gmail.com. Include the material's link, approximate date, name or pseudonym and information that identifies the comment. The clinic will proportionately verify the request and apply the procedures and time limits in sections 9 and 10. Erasure replaces the name and text with a neutral notice; links to replies may remain without the erased content.

13.7. After erasure from the working database, previous data may temporarily remain in isolated backups with restricted access until those backups are replaced or deleted. They are not used for publication, and erasures must be reapplied after restoration. This does not extend statutory erasure deadlines: backups are also considered when an applicable request is processed. Copies held by others and search engine caches are not automatically deleted when a comment is removed from the site.