

CONFIDENTIALITY POLICY

This Data Confidentiality Policy (hereinafter – Confidentiality Policy) is applicable to the data which **Haileybury Almaty Non-Profit JSC** (BIN 060540005851, 112 Al Farabi ave., Almaty) may receive by using the web-site on the Internet with the following domain:

schooluniform.haileybury.kz. The Company shall process the data of the Website users solely within the framework of the requirements of the law of the Republic of Kazakhstan, including the law of the Republic of Kazakhstan dated May 21st, 2013, N^o 94-V “On Personal Data and Protection Thereof”, as well as the international treaties ratified by the Republic of Kazakhstan. The Confidentiality Policy (hereinafter – the Policy) has been developed in compliance with the norms thereof.

Use of the Website by the User constitutes consent to the Confidentiality Policy and the data processing terms. If the User disagrees with the Confidentiality Policy, the User must stop the use of the Website.

This Policy is intended for ensuring proper protection of the Users’ information, including their personal data, from unauthorized access and disclosure.

The Policy, as well as other official documentation on the Website and the current law of the Republic of Kazakhstan shall regulate the relations regarding gathering, storage, dissemination, and protection of the information on the users of the Website. In the event of any discrepancies between this Policy and other official documents on the Website, this Policy shall prevail.

The Users should be aware that, when following certain links on the Website, they may be redirected to other websites (apps, etc.) of other companies, outside of the hosting space of **Haileybury Almaty Non-Profit JSC** (“Facebook”, “Instagram”, etc), where the User information is gathered outside the direct control of ForteBank JSC and the Website Administration. In such cases, the Confidentiality Policies of such websites and/or apps of the third parties shall regulate the procedure of processing of the information received from the users by such third parties. ForteBank JSC and the Website Administration shall not be liable for the information disclosed by the User to such third parties.

If the User decided to enter a website by using a third-party operator authentication service, for example: Facebook information, the Company may receive and additional profile or other information to which the User has granted access in the third-party operator profile for the purpose of disclosure to the third parties.

1. DEFINITION OF TERMS

1.1. The Confidentiality Policy uses the following terms:

1.1.1. “Website Administration” – the authorized employees acting on behalf of **Haileybury Almaty Non-Profit JSC** and organizing and (or) performing Processing of the confidential data, as well as determining the purposes of processing of the confidential data, the composition of the confidential data subject to processing and actions (transactions) performed with the confidential data.

1.1.2. Confidential Data – the data left by the User of the website in the feedback forms and service applications, Cookies, as well as the data automatically transferred during the website use process, including, but not limited to: IP-address, the information about the device used to gain access, etc.

1.1.3. “Personal Data” – the information related to a certain personal data subject identifiable on the basis of such information, recorded on an electronic, hard copy and (or) other material medium.

1.1.4. "Personal Data Processing" – any action (transaction) or a set of actions (transaction) performed with the personal data using the means of automation or without such means, including gathering, systematization, accumulation, storage, clarification (updating, amendment), extraction, use, transfer (submission, access), de-personalization, blocking, deletion, and destruction of the personal data.

1.1.5. "Personal Data Confidentiality" – a requirement mandatory for the Operator or other persons gaining access to the personal data to prevent dissemination of the personal data without consent of the personal data subject or availability of other lawful grounds.

1.1.6. "User" of the website **schooluniform.haileybury.kz** – a person with the access to the Website via the Internet who is using the Website.

1.1.7. "Website" – a website on the Internet at the following domain address: **schooluniform.haileybury.kz**

1.1.8. "Cookies" – a small data fragment sent by a web-server and stored on a User's computer, which a web-client or a web-browser transfers each time to the web-server in HTTP-request when attempting to open a corresponding website's page.

1.1.9. "IP-address" – a unique network address of a node in a computer network built according to IP protocol.

2. SUBJECT OF THE CONFIDENTIALITY POLICY

2.1. The Confidentiality Policy established the obligations of the Website Administration regarding non-disclosure and ensuring protection of the confidentiality of the data provided by the User to the Website Administration when working with the website and upon submission of the connection application.

2.2. The Confidential Data eligible for Processing under the Confidentiality Policy, shall be provided by the User by completing a registration form (as provided below) and the feedback forms and include the User's Name (specified at the User's discretion) telephone and mail (e-mail) of a Legal Entity. If the User provides his/her personal data in the application form instead of the contact data of a legal entity, the Company shall ensure protection of such data in accordance with the requirements of the Republic of Kazakhstan Law on Personal Data.

2.3. Aside from the registration form, the Website may use various web-analytics systems. The Website protects the data automatically transferred during the viewing if the commercial breaks and when visiting the pages of the Website, including:

- IP-address;
- Cookies information;
- Information about the browser (or other program used to view the advertising);
- Operational system;
- time of access, time zone/region;
- Website page address.

2.3.1. Disabling Cookies may lead to inability to access some sections of the Website.

2.3.2. The Website administration may gather statistics regarding the data specified in the clause 2.3. of the Confidentiality Policy. This information is used in order to identify and resolve technical issues and to prevent fraud.

2.3.3. The information shall be safely stored and shall not be disclosed, except as provided by the Confidentiality Policy and the law of the Republic of Kazakhstan.

2.3.5. The Company and the Website Administration may provide the information of the Users to its affiliates (including the ones operating outside the Republic of Kazakhstan) and to other companies related to the Company, for the purposes specified above, and the related companies shall be obligated to comply with the provisions of this Policy.

2.3.6. The Company shall not disclose the Users' information to any companies or private individuals not related to the Company, except for the following cases:

- a User grants his/her consent to such disclosure;
- Based on the grounds and according to the procedure established by the law of the Republic of Kazakhstan, including for the purposes of:
 - compliance with the judgements or lawful demands of the state

authorities;

- rectifying technical malfunctions or security issues;
- protecting the rights, property or security of the Company and the Company's service users, to the extent permissible under the current law.

3. CONFIDENTIALITY POLICY OPERATION AND AMENDMENT PROCEDURE

3.1. The Policy shall come into effect for an unlimited period from the date of approval hereof by the Company. The current Policy shall be deemed invalid upon replacement hereof with a new Policy. The Policy replacement shall be performed by posting its new version on the Website.

3.2. The current version of the Policy, being a publicly available document, as available to any user of the Internet by following the link

schooluniform.haileybury.kz

The Website Administration may amend the Policy while conforming to the law of the Republic of Kazakhstan. Publication of a new version of the Policy in the Website shall be deemed as notification of the Website users about the amendment of the Policy.

4. CONFIDENTIAL DATA PROCESSING TERMS AND GOALS

4.1. The Website Administration shall process the User's confidential data for the following purposes:

- consideration of the User's application for connection a legal entity/private entrepreneur to the services provided by ForteBank JSC, as well as interaction for the purpose of gathering the necessary documents and data required to enter into the appropriate agreement with ForteBank JSC and (or) its partners, providing advice regarding the services being rendered and informing on the current and new products of ForteBank JSC and its partners.
- performing technical management of the website and conducting analysis and improvement of operation thereof.

5. CONFIDENTIAL DATA PROCESSING METHODS AND PERIOD

5.1. Processing of the User's data shall be performed for an indefinite period by any lawful method, including the informational systems of personal data using the means of automation or without using such means.

5.2. The user consents to processing of the confidential data for an indefinite period.

5.3. The User's data may be transferred to the appropriate public authorities of the Republic of Kazakhstan only based on the grounds and according to the procedure established by the law of the Republic of Kazakhstan.

5.4. The Website Administration shall take all organizational and technical measures to ensure confidentiality, integrity, safety, and accessibility of the confidential data of the Users as shall meet other data processing requirements established by the law of the Republic of Kazakhstan.

5.5. Upon loss or disclosure of the confidential data, the Website Administration shall inform the Users of such loss or disclosure of their data.

5.6. The Website Administration, jointly with the User, shall take all reasonable efforts to prevent any damages or other negative consequences arising from the loss or disclosure of the User's confidential data.

6. OBLIGATIONS OF THE PARTIES

6.1. The User shall:

6.1.1. Provide the up-to-date data requested by the Website upon its use.

6.1.2. Update and supplement the provided data upon any changes to such data.

6.1.3. Receive all prior consents from the third parties if providing their data to the Website Administration.

6.2. The Website Administration shall:

6.2.1. Use the received confidential data solely for the purposes specified in the Section

4 of the Confidentiality Policy.

6.2.2. Maintain secrecy of the confidential data and refrain from disclosure thereof without prior written consent from the User, and refrain from sale, exchange, publishing, or disclosure by any other means of the confidential data, except as otherwise provided by the Confidentiality Policy, the contracts with the customers and the Republic of Kazakhstan law.

6.2.3. Take the precaution measures for maintaining confidentiality of the User's data in accordance with the procedure usually used to protect such information according to the common business practice and in compliance with the requirements of the Republic of Kazakhstan law.

7. LIABILITY OF THE PARTIES

7.1. If the Website Administration fails to perform its obligation, it shall be liable for any damage incurred by the User due to the unlawful use of the confidential data, in accordance with the Republic of Kazakhstan law, except as otherwise provided by the clause 7.2. of this Confidentiality Policy.

7.2. In the event of loss or disclosure of the Confidential Information, the Website Administration shall not be liable if such confidential information:

7.2.1. Has become publicly available prior to such loss or disclosure.

7.2.2. Has been received from any third party prior to its receipt by the Website Administration.

7.2.3. Has been disclosed with the User's consent.

7.3. The User shall reimburse ForteBank JSC in full for any damages in the event of any claims or legal actions against ForteBank JSC by any third parties, including the public authorities, related to the Processing of the Personal Data disclosed by the User to the Website Administration without consent of the personal data subject or the Processing of the false/misleading/outdated Personal Data due to the User's fault.

8. DISPUTE RESOLUTION

8.1. Before filing a lawsuit with a court regarding a dispute arising from the relations between the User of the website schooluniform.haileybury.kz and the Website Administration, filing a claim (a written proposal of voluntary settlement) shall be mandatory.

8.2. The recipient of the claim shall, within 30 (thirty) calendar days from the date of receipt of the claim, notify the claimant in writing on the claim consideration results.

8.3. Upon failure to reach agreement, the dispute shall be handed over to a judicial authority in accordance with the current law of the Republic of Kazakhstan.

8.4. K This Confidentiality Policy and relations between the User and the Website Administration shall be subject to the current law of the Republic of Kazakhstan.

9. ADDITIONAL TERMS

9.1. Processing of the personal data shall be performed starting from the conclusion of the agreements between ForteBank JSC with the customers and shall be regulated by the terms thereof.

9.2. A User/personal data subject may, at any time, withdraw their consent to Processing of the data by sending a written application to ForteBank JSC at the address: 8/1 Dostyk str., Astana. In such a case, the Website Administration may continue processing the Personal Data without the consent from the User/personal data subject as provided by the law of the Republic of Kazakhstan.

9.3. A User/personal data subject may exercise their rights provided by the Chapter 4 of the Republic of Kazakhstan Law dated May 21st, 2013, № 94-V "On Personal Data and Protection Thereof", including receipt of the information related to the Processing of the personal data and demanding clarification, blocking or destruction of the Personal Data as provided by the law, and may take efforts to defend their rights. This interaction shall be conducted by written requests sent to the address specified in the clause 9.2. of the Confidentiality Policy.

9.4. This Confidentiality Policy and the relations between the User and the Website

Administration arising from application of the Confidentiality Policy shall be subject to the law of the Republic of Kazakhstan.

9.5. The Operator may amend this Confidentiality Policy without the User's consent.

9.6. A new Confidentiality Policy shall take effect on the date of its publication on the website **schooluniform.haileybury.kz** unless otherwise provided by the new version of the Confidentiality Policy.

9.7. The User shall independently follow the changes to the Confidentiality Policy by reading through the up-to-date version.

9.8. Any suggestions or inquiries regarding this Confidentiality Policy should be presented by sending an application via the Website.

9.9. The Confidentiality Policy has been published on at:
schooluniform.haileybury.kz