

CONFIDENTIALITY POLICY of the Business Internet Banking System Mobile application

This Confidentiality Policy of the Business Internet Banking System Mobile application (hereinafter – the Policy) determines the procedure, terms of processing of the personal data of the users of the Mobile application, and prescribed the requirements regarding provision by JSC "Alatau City Bank" (hereinafter – the Bank) of safety of the personal data of the users of the Mobile application (hereinafter – the Users).

The Policy covers all Users and is applied regarding the personal data provided by the Users when using the Business Internet Banking System Mobile application (hereinafter – the Mobile application), including when its loading, registration and usage. The Mobile application is the Software that gives an access for the Users to the services of remote servicing, intended for conducting by the Client of the operations with the use of the Mobile application or other device that support the Mobile application with an access to the Internet.

The Policy is applied only to this Mobile application. The Bank does not control and is not responsible for websites and the Mobile application of the third parties whereon the Users may go using the links, available on this Mobile application, including upon the results of a search wherein other personal information of the User may be collected and asked for, as well as other actions may be done.

1. Personal data of the User

1.1. Within the Policy the Personal data means information, related to a certain subject of the personal data or the subject to be determined on their basis, fixed on electronic, paper and (or) other material carrier, including but not limited to:

- information, which the User provides when filling in the feedback form, including the Personal data for rendering the services, as well as other information, submitted by the User at the User's discretion;
- biometric data, namely, physiological and biometrical particularities of the subject of the Personal data on the basis of which it is possible to identify the person;
- data that automatically transferred in the process of their usage with the help of the Software installed in device, including IP-address, information from cookie, information about a browser of the User (or other program, using which an access is carried out to the service of the Mobile application), access time, address of requested page.

1.2. The Bank does not check reliability of the Personal data, provided by the Users via the Mobile application, and does not control over active capability of the User. The Bank proceeds from the fact that the User of the Mobile application provides reliable Personal data regarding the questions, offered in the registration form, and support this information as updated.

2. Terms of collection and/or processing of the Personal data of the User

2.1. The Mobile application collects and store only such Personal data that is required for rendering the services of the Bank (fulfillment of the Agreements and the contracts with the User), stipulated for this Mobile application, ensuring safety of rendering of the e-services using the Mobile application, as well as for protection of the record of the User.

2.2. The User's Personal data is collected by the Bank for the following purposes:

- identification of the User, registered in the Mobile application for a remote method of servicing;
- provision to the User with an access to the customized resources of the Mobile application;

- setting with the User of feedback, including sending the notifications, proposals and information regarding using the Mobile application, performance of the requests, processing of the operations via the Mobile application, rendering services, processing of the requests and orders from the User;

- determination of the User's location to ensure safety, avoidance of fraud;
- confirmation of fullness of the personal data, provided by the User.
- creation of an account for receipt of the Bank's services. At that, the User gives a consent for creation of the account by creation of my account in the Mobile application;
- provision the User with efficient client and technical support when occurrence of the problems, related to usage of the Mobile application.
- provision the User with information when updating the products, when occurrence of the special proposals, information about the Tariffs, news link and other information on behalf of the Bank and on behalf of the Bank's partners.

2.3. When using by the User of the Mobile application the Bank may collect and (-or) use:

2.3.1. Information about the User's location, geolocation, definite coordinates of location, approximate coordinates of the User's location for a search of the nearest branches of the Bank to the User;

2.3.2. an access to a camera of the User's Mobile application, an access to media file (photo gallery/video gallery) of the User's mobile application for creation of the photo documents, for creation and/or storage of a picture and/or a photo, for storage of media-materials, storage of a picture on the User's mobile device, for show the photo of the User in the mobile application, for adding a template of the payments and loading the required documents;

2.3.3. an access only for reading to a state of the mobile device of the User, including a number of the telephone of the User's mobile device, current information about a cellular network of the User's mobile device, state of all current calls and the lists of all accounts, registered on the User's mobile device to enhance the safety level of usage of the Mobile application, for auto filling of a number of mobile phone when authorization in the Mobile application;

2.3.4. an access to a telephone directory of the User's mobile device for the purposes of auto filling telephone when conducting of the operations for payment for the services and settlements;

2.3.5. an access to e-mail of the User to show e-mail in the Mobile application;

2.3.6. an access to SMS messages on the User's mobile devices for the purposes of auto filling of a confirmation code, sent by the Bank as SMS – message to confirm the operation;

2.4. The mobile application receipts an access to information and data, stipulated for clause 2.3. of the Policy.

3. Terms of processing and provision of the User's Personal data to the third parties

3.1. The Mobile application keeps the User's Personal data in accordance with the Bank's internal regulations.

3.2. Regarding the User's Personal data their confidentiality is kept, except for the cases of voluntary provision by the User of information about the User for public access to unlimited numbers of persons.

3.3. The User agrees that the Mobile application is entitled to disclose or transfer the User's Personal data, including about the operations of the third parties in the following cases:

3.3.1. The User gave consent for such actions as;

3.3.2. transfer is stipulated for current legislation of the Republic of Kazakhstan;

3.3.3. for the purposes of provision with protection of the rights and legal interests of the Bank or the third parties in the cases when the user breaches the User Agreement of the services of the Mobile application.

3.4. When processing the Personal data of the Users via the Mobile application, the Bank is guided by the Law of the Republic of Kazakhstan "On personal data and their protection" dd. May 21, 2013 No.94-V.

4. Amendment of the Personal data by the User

4.1. The User may at any time to change (update, add) the Personal data, provided by the User, fully or partially.

5. Safety precautions, used to keep confidential information

5.1. The Bank has sufficient technologies, as well as takes the required and necessary arrangement measures to ensure protection of the User's Personal data of the Mobile application from outside interference, unauthorized attempts of an access to information, change, reveal of availability of deviation and/or changes in the content of e-documents, disclosure or destruction, blocking, copying, distribution, as well as against other illegal actions from the third parties.

5.2. For the purposes of ensuring by the Bank of max. safety for the information provided by the User, as well as decline of the possible risks when conducting the operations, the User is obliged:

- do not transfer in use the telephone (including SIM card) and/or other device that supports the Mobile application, to the third parties (wherein the Mobile application is set and using which the User was registered);
- do not disclose, do not transfer and close when enter data of own account from the third parties, including login and password;
- promptly inform the Bank by 7711 about any suspicion of unauthorized usage of own account.

6. Amendment of the Policy and other terms

6.1. The Bank has the right to make amendments in the Policy by posting in the appropriate store of the applications and on the Bank's Internet-resource at: www.alataucitybank.kz. When making amendments in actual version the date of last updating is indicated. New version of the Policy shall become effective from the moment of its posting, unless otherwise provided for a new version of the Policy.

6.2. In case of disagreement of the User with the Policy, the User refuses from loading of the Mobile application.