

## **PRIVACY POLICY FOR PERSONAL DATA**

This Privacy Policy for personal data (hereinafter referred to as the Privacy Policy) applies to all information that O!Bank OJSC (the legal successor to all rights and obligations of Halyk Bank Kyrgyzstan OJSC (hereinafter referred to as the Bank)) may receive about the Client while using the mobile Internet banking “O!Business” (hereinafter referred to as “O!Business”) / “My O!+Bank” mobile application (hereinafter referred to as “My O!+Bank”).

### **1. DEFINITION OF TERMS**

- 1.1. The following terms are used in this Privacy Policy:
  - 1.1.1. **"Bank"** - O!Bank Open Joint Stock Company / O!Bank OJSC.
  - 1.1.2. **"Personal data"** - any information relating to a directly or indirectly identified or identifiable natural person (subject of personal data).
  - 1.1.3. **"Processing of personal data"** - any action (operation) or set of actions (operations) performed with the use of automation tools or without the use of such tools with personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.
  - 1.1.4. **"Confidentiality of personal data"** is a mandatory requirement for the Bank to prevent their dissemination without the consent of the subject of the personal data or the presence of another legal basis.
  - 1.1.5. **"Client"** - an individual entrepreneur/ natural person carrying out individual entrepreneurial activity in accordance with the current legislation of the Kyrgyz Republic and having concluded with the Bank an Agreement for receiving banking services/ Agreement on joining the "O!Business" mobile Internet banking system, by joining it/acceptance and/or an individual who has accepted the Terms for receiving banking services by individuals of O!Bank OJSC by personally signing the Application - Questionnaire/Questionnaire/Application for receiving banking services by individuals in O!Bank OJSC.
  - 1.1.6. **"O!Business"** is a mobile Internet banking system of O!Bank OJSC for individual entrepreneurs/individuals carrying out individual entrepreneurial activities in the territory of the Kyrgyz Republic.
  - 1.1.7. **Mobile application “My O!+ Bank”** – an application (software) for a Mobile device that provides the Client with the ability to access bank accounts via the mobile application “My O!+ Bank” for the Client to receive banking services/products and conduct banking transactions on bank accounts and cards.

### **2. GENERAL PROVISIONS**

- 2.1. The use of "O!Business"/"My O!+Bank" by the Client means his/her consent to this Privacy Policy and the terms of processing the Client's personal data.
- 2.2. In case of disagreement with the terms of the Privacy Policy, the Client must stop using "O!Business" / "My O!+Bank" in accordance with the requirements of the Terms for receiving banking services of O!Bank OJSC by individual entrepreneurs/individuals engaged in individual labor activity / Terms for receiving banking services by individuals of O!Bank OJSC and the offer/agreement.
- 2.3. This Privacy Policy applies only to “O!Business”/“My O!+Bank” applications.

### **3. SUBJECT OF PRIVACY POLICY**

3.1. This Privacy Policy sets forth the Bank's obligations to maintain confidentiality and ensure protection of the privacy of personal data of clients-users of "O!Business"/"My O!+Bank".

3.2. Personal data permitted for processing within the framework of this Privacy Policy are provided to the Bank:

3.3. By the Client – if the Client uses "O!Business"/"My O!+Bank";

3.4. Government and other bodies, commercial and non-commercial organizations, government information systems and available data sources (the State Register of National Passports database, Credit Bureaus, etc.).

#### **4. PURPOSES OF COLLECTING USER'S PERSONAL INFORMATION**

4.1. The Client's personal data may be used for the purpose of providing the Client with access to "O!Business" / "My O!+Bank" and to obtain the opportunity to use its functionality.

#### **5. METHODS AND TERMS OF PROCESSING PERSONAL INFORMATION**

5.1. The processing of the Client's personal data is carried out without time limitation, in any legal manner, including in personal data information systems using automation tools or without using such tools.

5.2. The Client's personal data may be transferred to authorized state/law enforcement/judicial authorities only on the basis of and in the manner established by the legislation of the Kyrgyz Republic.

5.3. The Bank takes the necessary organizational and technical measures to protect the Client's personal information from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties.

5.4. The Bank shall not be liable if personal data was intentionally transferred by the Client or unintentionally became known to third parties due to the fault of the Client.

#### **6. OBLIGATIONS OF THE PARTIES**

6.1. **The Client is obliged to:**

6.1.1. Provide information about personal data necessary for using "O!Business"/"My O!+Bank".

6.1.2. Timely update and supplement the provided information on personal data in the event of a change in the information specified in paragraph 6.1.1 of this Privacy Policy, but no later than five working days from the date of the changes.

6.2. **The Bank is obliged to:**

6.2.1. Use the information received solely for the purposes specified in paragraph 4.1 of this Privacy Policy.

6.2.2. Ensure that confidential information is kept secret, not disclosed without the prior written permission of the Client, and not exchange, publish, or disclose in any other possible way the transferred personal data of the Client, with the exception of the established requirements of the legislation of the Kyrgyz Republic.

6.2.3. Take precautions to protect the confidentiality of the Client's personal data in accordance with the procedure usually used to protect such information in existing business practices.

#### **7. LIABILITY OF THE PARTIES**

7.1. The Bank is responsible for the unlawful use of the Client's personal data, in accordance with the legislation of the Kyrgyz Republic, except for the cases provided for in paragraphs 5.2 and 5.4 of this Privacy Policy.

#### **8. DISPUTE RESOLUTION**

8.1. Before filing a claim in court regarding disputes arising from the relationship between the Client and the Bank, it is mandatory to file a claim (a written proposal for a voluntary settlement of the dispute).

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

8.3. If no agreement is reached, the dispute will be referred to a judicial body in accordance with the current legislation of the Kyrgyz Republic.

8.4. The current legislation of the Kyrgyz Republic shall apply to this Privacy Policy and the relationship between the Client and the Bank.

## 9. ADDITIONAL TERMS

9.1. The new Privacy Policy shall enter into force from the moment it is posted on the Bank's website, unless otherwise provided by the new version of the Privacy Policy.

9.2. The current Privacy Policy is posted on the Bank's official website at [www.obank.kg](http://www.obank.kg)

Bank :	Client :
<b>O!Bank OJSC</b> <b>Bishkek, 390 Frunze street.</b>	<i>Client's full name</i>
<i>Signature of the authorized representative of the Bank</i>	<i>Signed with a simple electronic signature</i>