

MOBILE BANKING SERVICE CONFIDENTIALITY POLICY

This Personal Data Confidentiality Policy (hereinafter referred to as the “Confidentiality Policy”) applies in respect of all information which Commercial Bank KYRGYZSTAN OJSC may obtain about a User during the process of use of the Mobile Banking service.

1. DEFINITION OF TERMS

1.1. This Confidentiality Policy contains the following terms:

1.1.2. **“Personal Data”** – any information directly or indirectly related to a determined or determinable individual (personal data subject).

1.1.3. **“Personal Data Processing”** – any activity (operation) or series of activities (operations) carried out with the use of automation devices or without the use of such devices with personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, alteration), extraction, application, transfer (distribution, provision, access), depersonalization, blocking, removal, destruction of personal data.

1.1.4. **“Personal Data Confidentiality”** – the requirement mandatory for the Bank not to allow distribution of personal data without consent of the personal data subject or another legal ground.

1.1.5. **“User”** – a person who has an access to the service via the Internet.

2. GENERAL PROVISIONS

2.1. The use of the Mobile Banking service by the User shall mean that the User agrees to this Confidentiality Policy and conditions of processing of the User’s personal data.

2.2. In case the User does not agree to the terms of the Confidentiality Policy it shall stop using the Mobile Banking service.

2.3. This Confidentiality Policy shall apply to the Mobile Banking service.

3. SUBJECT OF THE CONFIDENTIALITY POLICY

3.1. This Confidentiality Policy shall establish the obligations of Commercial Bank KYRGYZSTAN OJSC related to non-disclosure and provision of protection of confidentiality of personal data.

3.2. Personal data, processing of which is allowed as part of this Confidentiality Policy, shall be provided by the User by signing a contract between the User and Bank and by submission of an application for provision of the Mobile Banking service.

4. PURPOSE OF COLLECTION OF USER’S PERSONAL INFORMATION

4.1. User’s personal data may be used for provision of the access for the User to the Mobile Banking service and for obtaining the possibility of using the functional of the Mobile Banking service.

5. METHODS AND TERMS OF PERSONAL DATA PROCESSING

5.1. Processing of the User’s personal data shall be carried out without limitation of the term, by any legal method, including in information systems of personal data with the use of automation devices or without the use of such devices.

5.2. User’s personal data may be disclosed to competent state authorities only on the ground and in the procedure established by the legislation of the Kyrgyz Republic.

5.3. The Bank shall take necessary organizational and technical measures for protection of the User’s personal data from illegal or accidental access, destruction, alteration, blocking, duplication, distribution and other illegal actions of third persons.

5.4. The Bank shall not bear responsibility in case the personal data have been intentionally provided to third persons by the User or if such personal data have become available to third persons through the User's fault.

6. OBLIGATIONS OF THE PARTIES

6.1. The User shall:

6.1.1. Provide information on personal data necessary for the use of the Mobile Banking service.

6.1.2. Update, supplement the information provided on personal data in case of change of information stated in Clause 6.1.1. of this Confidentiality Policy.

6.2. The Bank shall:

6.2.1. Use the information obtained from the User only for the purposes stated in Clause 4 of this Confidentiality Policy.

6.2.2. Keep the confidential information in secret, not disclose it without prior written consent of the User, not exchange, publish or disclose in any other way the personal data provided by the User.

6.2.3. Take precautionary measures for protection of confidentiality of the User's personal data in accordance with the procedure usually applied for protection of such information in the existing business practice.

7. RESPONSIBILITIES OF THE PARTIES

7.1. The Bank shall be responsible in accordance with the legislation of the Kyrgyz Republic for illegal use of the User's personal data except for cases stated in Clause 5.2. of this Confidentiality Policy.

8. SETTLEMENT OF DISPUTES

8.1. Before filing an action on disputes arising from the relationship between the User and Bank a claim shall be submitted (a written proposal on amicable settlement of the dispute).

8.2. The receiver of the claim shall within 30 calendar days from the date the claim is received notify the claimant in writing about the result of claim consideration.

8.3. If the Parties fail to reach an agreement the dispute shall be settled in court in accordance with the effective legislation of the Kyrgyz Republic.

8.4. This Confidentiality Policy and the relationship between the User and Bank shall be regulated in accordance with the effective legislation of the Kyrgyz Republic.

9. SUPPLEMENTARY CONDITIONS

9.1. The Bank shall have the right to amend this Confidentiality Policy without the consent of the User.

9.2. The new edition of the Confidentiality Policy shall come into effect from the moment it is published on the website of the Bank, unless otherwise stipulated by the new edition of the Confidentiality Policy.

9.3. The effective Confidentiality Policy is available on the website www.cbk.kg.