

Consent to the Collection and Processing of Personal Data

Revision 1.0

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This Consent is given to the Limited Liability Partnership "Shuaq Admissions", BIN 250540015799, Republic of Kazakhstan, Almaty, Almalinsky district, 69 Kashgarskaya St., apt. 9, 050022, hereinafter "Shuaq Admissions".

Personal data subject: a natural person identified upon registration on the Platform, including their last name and first name, as well as other account information making it possible to unambiguously link this Consent to the relevant user.

If the user is a minor and, in accordance with applicable law or the rules of the Platform, the participation of a legal representative is required, this Consent on behalf of the minor is given by the minor's parent, adoptive parent, guardian, custodian or other proper legal representative.

By giving this Consent through an active electronic action, I give Shuaq Admissions consent to the collection and processing of personal data to the extent and for the purposes specified below.

1. Categories of Data

1.1. This Consent extends to data actually necessary for the functions of the Platform used, including:

- first name, last name and other identification information requested upon registration;
- date of birth and/or age;
- email address;
- phone number, including its use for the purposes of registration and two-factor authentication, as service data;
- account and authentication information;
- legal representative information to the minimum necessary extent;
- information about the products purchased, the access term, transactions, payment statuses, refunds and other payment metadata, except for full bank-card details if they are processed directly by the payment organization;
- answers to assignments, test results, learning progress and information about the use of the educational product, including the fact of opening and completing a lesson, test attempts and time spent on the Platform, as service data necessary for the operation of the course and for the calculation of a possible refund;
- support requests, problem reports and feedback;
- technical information, security logs and other data objectively necessary for the secure operation of the Platform;
- information about the provision, alteration and withdrawal of consents and other legally significant actions;
- voluntary profile and learning information, if I independently fill in the relevant optional fields.

1.2. The collection of data must be limited to specific lawful purposes and must not be excessive, which complies with the requirements of the legislation of the Republic of Kazakhstan.

2. Purposes

2.1. I agree to the processing of the said data for:

- the creation, maintenance and protection of the account;
- the determination of the applicable age scenario and the arrangement of parental confirmation;

- the provision of the educational product and the functions of the Platform;
- the saving of results and learning progress, including tracking of time and activity on the Platform;
- the processing of the purchase, confirmation of payment and provision of access;
- servicing and responding to requests, including technical support and consumer claims;
- the prevention of fraud, account transfer, unauthorized access and other abuses;
- diagnosis and ensuring the stable operation of the Platform;
- compliance with the requirements of law;
- the maintenance of the necessary contractual and financial records;
- the establishment, exercise and protection of the lawful claims of Shuaq Admissions.

2.2. This mandatory Consent is not consent to receive marketing messages and is not consent to optional analytics or marketing cookies. For such purposes, where consent is required, it is requested separately.

3. Actions with Data

3.1. Shuaq Admissions is entitled, within the said purposes, to carry out the collection, recording, systematization, accumulation, storage, refinement, updating, use, matching, transfer to authorized providers, blocking, anonymization, deletion and destruction of personal data, as well as other objectively necessary actions constituting processing in accordance with applicable law.

4. Transfer to Third Parties

4.1. I agree to the transfer of the necessary personal data to providers engaged by Shuaq Admissions for the functions of cloud and server infrastructure, databases, authentication, payment acceptance, fiscalization, service notifications, error monitoring, video hosting, technical support, accounting and other functions directly connected with the purposes specified above.

4.2. The transfer is limited to the data necessary for the relevant function.

4.3. This Consent does not permit the publication of my personal data in publicly available sources and does not grant a general permission to publish my name, photograph, video or review in advertising. Such use, if separate consent is required for it, is arranged separately in the relevant user scenario.

5. Cross-Border Transfer

5.1. I am notified and agree that, when foreign providers are used, certain personal data may be transferred and/or processed outside the Republic of Kazakhstan, in particular in the United States of America and other states where the infrastructure of the relevant providers is lawfully located.

5.2. Cross-border transfer may relate only to the categories of data necessary for the specific provider to perform its function.

5.3. Shuaq Admissions is obliged simultaneously to comply with the mandatory requirements of the legislation of the Republic of Kazakhstan as to the storage location of data. This consent to cross-border transfer does not cancel or replace the localization requirement, if it applies.

6. Term

6.1. This Consent is valid until the relevant purposes of processing are achieved, but no longer than the applicable periods disclosed in the Privacy Policy, unless longer storage of specific data is required by law or by contract or is permitted on another lawful basis.

6.2. The main account and educational-progress data is intended to be stored for no more than 3 years within the model provided by the Policy. Contractual and financial records may be stored for no less than the applicable mandatory period, including the five-year period for the relevant documents.

7. Withdrawal

7.1. I may withdraw this Consent by sending a request to info@shuaqgroup.org or by using another mechanism available on the Platform.

7.2. After withdrawal, Shuaq Admissions ceases processing based on it, unless the continuation of storage or processing is required by law or has another permissible legal basis. Withdrawal does not affect the lawfulness of processing carried out before its receipt.

7.3. If the processing of certain data is objectively necessary for maintaining the account or providing the requested service, withdrawal of the mandatory consent may make further provision of the relevant function impossible. This does not apply to a separate opt-out of marketing.

8. Minor User

8.1. If I give this Consent on behalf of a minor, I confirm that I am the minor's legal representative, possess the necessary authority and that the information I have provided is accurate.

8.2. I understand that confirmation by email or phone is a technical means of recording my action but does not in itself exclude the right of Shuaq Admissions to request reasonable additional confirmation of authority where there are reasonable doubts.

8.3. If I provide Shuaq Admissions with my own email address or phone number as a legal representative, I also agree to their processing solely for parental confirmation, necessary service communications, security and documentation of the relevant action.

9. Legal Representative's Consent to Publication of a Minor's Review

9.1. Consent to the registration of a minor and the provision of the educational product to them does not automatically extend to the public use of the minor's name, image, voice or video in reviews and advertising materials.

9.2. If Shuaq Admissions intends to make public use of a minor's review together with their name, image, voice or video, separate voluntary confirmation by the legal representative is required, arranged as an independent separate checkbox or equivalent active action, distinct from consent to registration and purchase of the course. The separate checkbox must expressly state that the legal representative gives consent specifically to the public use of the child's review for advertising or marketing purposes.

Recommended wording of such a checkbox: "I confirm that I am the legal representative of the specified minor user and give consent to the public use by Shuaq Admissions LLP of their review, including name, image, voice and/or video, in advertising and marketing materials. I understand that such use is public and advertising, and I may withdraw this consent at any time by sending a request to info@shuaqgroup.org."

9.3. Note: consent given by the legal representative upon registration of the minor does not extend to the publication of their review for advertising purposes. For the latter, a separate checkbox in the form specified in clause 9.2 is required.

10. Electronic Form

10.1. Consent is given by independently ticking an unchecked box and continuing registration, or by another active electronic action provided by the Platform.

10.2. Shuaq Admissions records information making it possible to confirm the user or the legal representative, the content and revision of the Consent, the date and time, the method of provision and the relevant active action.

10.3. The versions of this document in all languages are identical. In the event of a discrepancy in interpretation, the Russian-language version prevails.

Shuaq Admissions LLP

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