

Privacy Policy and Personal Data Processing Policy of Shuaq Admissions LLP

Revision 1.0

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1. General Provisions

1.1. This Privacy Policy and Personal Data Processing Policy describes the manner in which the Limited Liability Partnership "Shuaq Admissions", BIN 250540015799, address: Republic of Kazakhstan, Almaty, Almalinsky district, 69 Kashgarskaya St., apt. 9, 050022, hereinafter "Shuaq Admissions", "Shuaq", "we", collects, uses, stores, transfers, protects and deletes the personal data of natural persons when using the website, the digital educational platform, the educational products and the functions associated with them, hereinafter collectively the "Platform".

1.2. For the purposes of the legislation of the Republic of Kazakhstan, Shuaq Admissions acts as the owner and/or operator of the relevant database or digital object containing personal data, to the extent determined by the actual architecture of the processing.

1.3. This Policy applies to registered users, persons using free functions without registration, parents and other legal representatives of minors, persons contacting support, and website visitors, to the extent that their personal data is processed during the relevant interaction.

1.4. Part of the Platform may be used without registration and without the mandatory provision by the user of direct identifying data. For the operation of the website, security, request routing and, where the relevant consent exists, analytics, the IP address, browser and device data and other technical information may be processed.

2. When GDPR Applies

2.1. GDPR applies only to processing that falls within its territorial scope, in particular if Shuaq Admissions intentionally offers the Platform to persons located in the European Union or carries out monitoring, falling under GDPR, of their behavior within the EU.

2.2. Provisions of this Policy expressly designated as GDPR rights or rules do not create a contractual obligation to apply GDPR to all users regardless of the criteria of territorial applicability provided by it.

3. Where We Obtain Data

3.1. Shuaq Admissions may obtain personal data:

- a. directly from the user upon registration, filling out the profile, taking the course, purchasing the course, sending a request, filling out voluntary surveys or providing feedback;
- b. from a parent or other legal representative of a minor upon confirmation of age, provision of consent and performance of related actions;
- c. from a third-party authentication provider, for example Google, if the user independently chooses such a method of registration or login;
- d. automatically upon interaction with the Platform, when technical information is objectively generated by the server, the security system, event logs or analytics tools permitted by the user;
- e. from the payment organization and organizations connected with the payment, in the form of payment status, transaction identifier, amount, date, refund information and other necessary payment metadata;
- f. from providers of analytics and similar technologies, if such a technology is actually connected and its use has the necessary legal basis;

g. in the future, from a school or other partner, if the user obtains special access through the relevant program and the transfer has a separate legal basis. Such a model may additionally be governed by separate terms and documents with the relevant organization.

4. What Data We Process

4.1. The composition of the data depends on the functions used.

4.2. Identification and age data may include first name, last name, patronymic if requested by the relevant form, date of birth and/or age. The date of birth is used, in particular, to determine the applicable age scenario.

4.3. Contact data may include email and phone number. The phone number may be collected as part of registration and used for service purposes, including security, access recovery and two-factor authentication, and if it is provided for registration or 2FA, it is mandatory.

4.4. Account data includes the user identifier, email or other login identifier, information about the registration method, account settings, interface language, access status and technical authentication information. The password is processed through the relevant authentication system; Shuaq Admissions does not assume that it has the ability to view the user's password in clear text.

4.5. Legal representative data in the current model is limited to the email address and/or phone number necessary to send the confirmation request and to record the relevant action. Additional information about the representative may be requested only where there are reasonable doubts as to their authority or another objective necessity.

4.6. Educational data may include answers to practical assignments and diagnostic tests, results, progress, information about completed lessons, the positions and completeness of viewing educational materials, diagnostic indicators and other information generated in the course of learning.

4.7. Service data on the use of the Platform includes the fact of opening and completing a lesson, test attempts, learning progress and time spent on the Platform. Such information relates to service data necessary for the operation of the course, the display of the user's actual progress and the determination of the refund amount upon unilateral withdrawal in accordance with the Public Offer, and not to optional analytics, notwithstanding that it may also be used for internal statistics and product improvement.

4.8. Purchase information may include the product purchased, the price, the currency, the date and time of the transaction, the payment status, the promo code used, the transaction identifier, refund information, the access term and payment metadata received from the payment organization. Full bank-card details are entered on the page of the external payment provider, and Shuaq Admissions receives the necessary payment metadata, not the full card number.

4.9. Communications and feedback may include the content of support requests, the type of problem, free text, the address of the page from which the message was sent, ratings, NPS, lesson reviews and other voluntarily provided feedback.

4.10. Technical data may include the IP address, user-agent, browser and device type, session identifiers, request and error logs, technical events, security information, records of administrator actions and other metadata necessary for the operation, diagnosis and protection of the Platform. The specific composition depends on the provider used and the logging settings.

4.11. Information about consents and legally significant actions includes information about the accepted revision of the document, the date and time of the action, the type of consent, the method of its provision and withdrawal, the language, the user identifier and, for a minor, information making it possible to link the legal representative's action to the child's account.

4.12. Shuaq Admissions does not intend to collect special categories or sensitive information merely because it may potentially be useful for analytics. When the product changes, new collection of data is assessed in advance from the point of view of necessity and proportionality.

5. Mandatory and Voluntary Data

5.1. For the main account, only information objectively necessary for the following may be mandatory:

- identification of the account;
- determination of the applicable age scenario;
- authentication;
- provision of the course, including the phone number if it is used for registration or two-factor authentication;
- ensuring security;
- performance of payment and legal obligations.

6. Purposes and Legal Bases of Processing

6.1. Shuaq Admissions processes personal data for the creation and maintenance of the account, verification of the age scenario, provision of the course, saving and displaying progress, receiving and confirming payment, accounting, tax and legal record-keeping, support, ensuring security, protection of the rights of Shuaq Admissions, product analytics, marketing communications and product improvement.

6.2. Under the legislation of the Republic of Kazakhstan, the general rule is collection and processing with the consent of the subject or the legal representative, unless a statutory exception exists. With respect to purposes directly connected with the performance of the contract already concluded with the user (maintaining the account, providing the course, receiving payment), Shuaq Admissions also relies on performance of the contract as an independent basis alongside consent, to the extent permitted by applicable law.

6.3. If GDPR is applicable to specific processing, additional bases may be performance of the contract, a legal obligation or the legitimate interest of Shuaq Admissions, depending on the specific purpose of processing.

6.4. Marketing communications are carried out on the basis of separate voluntary consent.

7. Service and Marketing Messages

7.1. Shuaq Admissions may send service messages necessary for the operation of the Platform and the relationship with the user, for example messages about security, access recovery, payment confirmation or support-service responses. Such messages are not considered a voluntary advertising subscription.

7.2. Marketing messages are sent on the basis of separate voluntary consent. Refusal of marketing does not terminate the account, does not deprive the user of the purchased course and does not block necessary service messages.

8. Minors

8.1. The minimum age of an independent user of the Platform is 13 years.

8.2. For a user from 13 to 17 years of age, Shuaq Admissions applies a legal-representative confirmation scenario.

8.3. The legal representative may receive a link to their email, a one-time code to their phone or use another mechanism provided by the Platform that makes it possible to record an active action. The legislation of the Republic of Kazakhstan permits a method of consent other than written form or a state service, if it makes it possible to confirm its receipt.

8.4. The person providing parental consent confirms that they are a parent, adoptive parent, guardian, custodian or other legal representative of the specified minor and possess the necessary authority.

8.5. The mere fact of access to a particular email or phone number is not regarded by Shuaq Admissions as unconditional proof of relationship or authority. Where there are reasonable doubts, Shuaq Admissions

is entitled to request additional confirmation, limited to what is reasonably necessary in the specific circumstances.

8.6. For the purpose of data minimization, Shuaq Admissions does not require the prior provision of a copy of an identity document, birth certificate or similar documents solely for standard registration, unless this is required by law or the specific circumstances make additional verification objectively necessary.

8.7. Where GDPR is applicable and consent is used as the basis for processing a child's data, Shuaq Admissions applies the requirements of Article 8 GDPR taking into account the law of the relevant EU member state and takes reasonable measures to verify that the necessary authorization has been given by the person holding parental responsibility.

8.8. Consent to the processing of personal data and the legal representative's consent to the minor's entry into a paid transaction are legally distinct actions. They may be presented on a single sequential screen for convenience but must be worded separately and logged so that the content of each expression of will can be established.

9. Transfer to Providers and Other Recipients

9.1. Shuaq Admissions grants access to personal data only to the extent necessary for the relevant function and may engage providers of the following categories:

- cloud infrastructure, databases, hosting and server services;
- authentication systems;
- payment organizations, banks and organizations participating in payment fiscalization;
- providers of email and service notifications;
- error-monitoring and technical-diagnostics systems;
- analytics systems, if the necessary legal basis exists for them;
- video-hosting providers;
- accounting and financial systems;
- developers, technical support and other contractors for whom access is objectively necessary to perform their functions;
- state authorities and other persons in cases where provision is required by law.

9.2. Replacement of a specific provider with another performing the same function does not automatically require new consent, provided that the purposes, the material categories of data, the legal role of the recipient, the conditions of international transfer and the scope of the consent originally given do not change materially. Upon a material expansion of processing, Shuaq Admissions updates the information in advance and, if necessary, obtains new consent.

10. Storage Location and Cross-Border Transfer

10.1. Personal data in respect of which the legislation of the Republic of Kazakhstan establishes a requirement of storage on the territory of the Republic of Kazakhstan is stored by Shuaq Admissions in compliance with such requirement. The use of a foreign provider or cross-border access to data does not cancel the mandatory requirements as to the storage location.

10.2. When foreign providers are used, certain personal data may be transferred and/or made accessible outside the Republic of Kazakhstan. Depending on the function, this may be identification and contact data, account data, educational progress, payment metadata, technical information, email addresses and analytics data.

10.3. Cross-border transfer is carried out only where a basis provided by the legislation of the Republic of Kazakhstan exists. Consent to cross-border transfer is included in the separate Consent to the Collection and Processing of Personal Data and does not require a separate additional checkbox.

10.4. If GDPR is applicable and personal data is transferred from the European Economic Area to a third country, Shuaq Admissions applies the relevant mechanism of Chapter V GDPR, for example an adequacy decision or appropriate contractual safeguards.

11. Retention Periods

11.1. Personal data must not be stored longer than required for the stated purpose, unless a longer period is established by law or is objectively necessary for the protection of lawful claims.

Category	Projected period	Note
Account and main profile data	while the account is in use, thereafter no more than 3 years after the end of the last paid access or the cessation of active use, if the account is not deleted earlier and the purpose of storage persists	marketing in itself is not a ground for storing the entire profile
Learning progress, answers and results	up to 3 years after the end of the relevant period of use, if the account is not deleted earlier	may be deleted/anonymized earlier upon cessation of the purpose
Minimal information about the concluded contract, the purchase and the accepted revision of the terms	no less than the applicable mandatory period, reference point 5 years after the end of the relevant relations	does not require storing the entire user profile
Financial, transactional and fiscal documents	5 years or a longer period if expressly required by applicable law for the specific document	user deletion of the account does not destroy the mandatory financial records
Support requests	up to 3 years after closure of the request, unless a longer period is required for a specific dispute	data no longer needed may be deleted earlier
Marketing contacts and consent	no more than 3 years within the marketing consent given, or until its earlier withdrawal	information necessary to record the opt-out may be stored to the minimum extent to prevent repeated unwanted mailing
Log of the main processing consent	for the duration of the relevant processing and after its end, to the minimum extent necessary to confirm lawfulness, generally within the applicable period for the protection of claims	the content of the log is minimized
Security and infrastructure logs	for the objectively necessary technical and security period, generally no more than 3 years, unless a specific incident or the law requires otherwise	for the objectively necessary technical and security period, generally no more than 3 years, unless a specific incident or the law requires otherwise
Backups	until the automatic expiry of the relevant backup cycle	deleted data must not be returned into production use in ordinary operations
Optional analytics	according to the term of the specific technology and the consent settings, no longer than necessary	after the expiry of the purpose, the data is deleted or irreversibly anonymized

The three-year marketing interest of Shuaq Admissions is not a ground for storing the user's complete educational profile for three years solely for the purpose of subsequent advertising. For the marketing purpose, the minimally necessary contacts and the data of the marketing consent itself are sufficient.

12. Account Deletion, Data Deletion and Withdrawal of Consent

12.1. The user may delete the account through the available function of the Platform or contact info@shuaqgroup.org if such assistance is needed.

12.2. After deletion of the account, Shuaq Admissions deletes or irreversibly anonymizes personal data that is no longer needed and need not be retained by law.

12.3. The subject or the legal representative is entitled to withdraw consent by a method making it possible to identify the relevant request. Withdrawal of consent does not render unlawful the processing lawfully carried out before withdrawal.

13. User Rights

13.1. The subject or the subject's legal representative is entitled, in particular, to:

- obtain information about the existence and processing of their personal data, the purposes, sources, methods of processing, composition and retention periods;
- demand the correction and supplementation of incorrect information;
- demand the blocking of data where there is information about a breach of the conditions of processing;
- demand the destruction of data collected or processed in breach of the law, and in other cases provided by law;
- withdraw consent, except in cases where the law permits the continuation of processing;
- protect their rights and lawful interests by the methods provided by law.

13.2. To exercise a right, one must contact info@shuaqgroup.org. Shuaq Admissions is entitled to request reasonable information to confirm the identity of the applicant or the authority of the legal representative, without requiring data beyond what is necessary to verify the request.

13.3. If GDPR applies to specific processing, the user additionally has the rights of access, rectification, erasure, restriction of processing, portability, objection to processing, rights in respect of automated decisions, and the right to apply to the competent supervisory authority.

13.4. When processing for direct marketing, a person to whom GDPR applies is entitled at any time to object to such processing, after which the data must not continue to be used for direct marketing.

14. Cookies and Similar Technologies

14.1. The Platform may use strictly necessary, functional, analytics and marketing technologies. A detailed description of the categories, periods and providers of the technologies is set out in the separate Cookie Texts.

14.2. Optional analytics or marketing technologies are used only after the necessary consent is obtained in cases where such consent is required.

15. Registration and Login via Google

15.1. The user is not obliged to use Google for registration if the Platform provides ordinary registration by email and password.

15.2. After receiving data from Google, Shuaq Admissions processes it independently in accordance with this Policy. The consent or permission given by the user to Google for the transfer of data does not replace the Consent of Shuaq Admissions in cases where it is required by the legislation of the Republic of Kazakhstan.

16. Security

16.1. Shuaq Admissions applies legal, organizational and technical measures aimed at preventing unauthorized access, unlawful processing, alteration, loss and disclosure of personal data.

16.2. Access for employees and contractors is granted on the basis of the necessity of performing a specific function. Role separation, access control, logging of administrator actions and a secure connection are applied.

16.3. No information system can guarantee the absolute absence of technical or human risks. Shuaq Admissions therefore regularly reviews the applied measures, taking into account the nature of the processing, the architecture and the development of the Platform.

17. Amendment of the Policy

17.1. Shuaq Admissions is entitled to update this Policy upon changes in the law, functions, internal processes, providers and technical architecture.

17.2. Each published revision is assigned a separate version number, a date of publication and an effective date. Previous revisions are kept in the archive.

17.3. Editorial changes, correction of contact details, technical clarifications or replacement of a provider within an already-disclosed functional category do not in themselves require repeated consent, unless they change the material scope of processing.

17.4. Before the start of materially new processing, Shuaq Admissions notifies the affected users where the nature of the change so requires.

17.5. A new revision of the Policy is not in itself considered new consent of the user. Repeated active consent is obtained if the intended processing goes beyond the scope of the consent previously given.

18. Recording and Storage of Revisions

18.1. Shuaq Admissions maintains an internal register of revisions of this Policy, the Consent to the Collection and Processing of Personal Data and the Cookie Texts, indicating the version number, the date of publication and the effective date.

18.2. Shuaq Admissions stores an immutable copy of each published revision to confirm the content in force for a particular user at a particular moment.

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

19. Contacts

For questions concerning the processing of personal data, the exercise of rights, account deletion and withdrawal of consent, you may contact:

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