

CONFIDENTIALITY AND PERSONAL DATA PROCESSING AGREEMENT (for Users – Parents Using the IKIDZ Mobile Application)

Limited Liability Partnership “**IKIDZ**” (hereinafter referred to as the “**Service Provider**”, “**Company**”),
BIN: 251140006015, legal address: Republic of Kazakhstan, Almaty city, Bostandyk district,
Ermensai microdistrict, Lane 3, Building 2, Apartment 5.
Contacts: tel. +7 707 347 88 44.

User: a parent (legal representative) of a child who accepts the terms upon registration in the application (hereinafter referred to as the “**User**”).

This Agreement (hereinafter referred to as the “**Agreement**”, “**Policy**”) explains what data we collect, how we use and protect it, establishes the obligations of the Parties regarding confidentiality, and determines the procedure for dispute resolution.

1. General Provisions

- 1.1. Use of the IKIDZ mobile application constitutes unconditional acceptance of this Agreement.
- 1.2. “**Personal data**” means any information that makes it possible to identify an individual (including a child’s data), as well as other information specified in Section 2. The procedure for collection and processing of personal data is governed by the legislation of the Republic of Kazakhstan, in particular the Law of the Republic of Kazakhstan “On Personal Data and Their Protection.”
- 1.3. “**Confidential information**” means official, commercial, and other information with restricted access; legal protection of such information is provided by the Civil Code of the Republic of Kazakhstan (including Article 126).

2. Data We collect

- 2.1. **Mandatory data:** parent’s first and last name, contact phone number, child’s data (name, age/date of birth), payment transaction information (only when paying for services).
- 2.2. **Additional data (with consent):** child’s photographs / developmental indicators, medical certificate (if required for specific services).

3. Purposes of Processing

- 3.1. Provision and improvement of IKIDZ services (class registration, notifications, schedules, payments).
- 3.2. Communication with the User, processing requests, feedback.
- 3.3. Fulfillment of contractual obligations and compliance with legal requirements.
- 3.4. Marketing and analytics – only with the User’s explicit consent.

4. Legal Grounds for Processing

- 4.1. Personal data processing is carried out on the basis of:
 - (a) the User’s consent;
 - (b) performance of a service agreement;
 - (c) requirements of applicable legislation.The User’s consent to personal data processing is provided upon registration in the application/on the website or by another confirmed method.

5. Transfer and Disclosure of Data to Third Parties

- 5.1. The Service Provider has the right to transfer data to contractors (payment providers, mailing services, etc.) strictly to the extent necessary to provide services, based on agreements requiring data protection.
- 5.2. Disclosure of data to third parties without the User’s consent is possible in cases предусмотренных by law (official investigations, requests from law enforcement authorities, etc.).

6. Data Storage and Deletion

6.1. Data is stored for the period necessary to achieve the purposes of processing and/or for the periods established by the legislation of the Republic of Kazakhstan.

At the User's request, personal data may be deleted or anonymized, provided this does not interfere with the fulfillment of obligations or compliance with legal requirements.

7. User Rights

7.1. To receive information about their personal data and data processing operations.

7.2. To request correction, blocking, or deletion of personal data in cases provided for by law.

8. Obligations of the Parties and Confidentiality

8.1. The Service Provider undertakes to:

- take organizational and technical measures to protect personal data;
- not disclose confidential information except on the grounds provided for by this Agreement and applicable law.

8.2. The User undertakes to:

- not transfer their account credentials (login/password) to third parties;
- not use the service for purposes that violate the rights of other users;
- not publish other persons' personal data in public access without their consent.

8.3. The right to protect commercial and official secrets belongs to the Service Provider, subject to compliance with the conditions set out in Article 126 of the Civil Code of the Republic of Kazakhstan.

9. Security

9.1. The Service Provider implements security measures (encryption, access management, backup, access control, etc.) appropriate to the level of risk involved in processing personal data.

9.2. The User must promptly notify customer support of any identified cases of unauthorized access to their account.

10. Liability of the Parties

10.1. The Parties bear liability in accordance with the current legislation of the Republic of Kazakhstan. In the event of disclosure of confidential information, the guilty party shall be liable in the manner prescribed by law (including possible civil, administrative, or criminal liability).

11. Dispute Resolution

11.1. All disputes, disagreements, and claims arising out of or in connection with this Agreement, as well as other agreements derived from or related to it, including those concerning performance, breach, termination, or invalidity, shall be resolved by the permanent **"Femida" Arbitration**, established under **"Arbitration Femida" LLP**, BIN 191140010347, in accordance with its Rules, by a panel consisting of one presiding arbitrator, in the Russian language, in the city of Almaty, at the location of the "Femida" Arbitration, in compliance with the procedure established by the current legislation of the Republic of Kazakhstan, exclusively through written proceedings.

12. Amendment and Termination

12.1. The Service Provider reserves the right to amend this Agreement. The User shall be notified of changes via the application. Continued use of the application after notification constitutes acceptance of the changes.

12.2. Provisions protecting confidentiality and personal data shall remain in force after termination of service use with respect to information obtained during the period of use.

13. Consent and Acceptance Procedure

13.1. The User's consent to the terms of this Agreement is confirmed by:

(a) clicking the "Accept" / "Agree" button during registration;

(b) further use of the application.

This is legally equivalent to a handwritten signature.