PRIVACY POLICY

regarding the processing of personal data when using the SMS Gate Service (smsgate.tj)

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1. GENERAL PROVISIONS

1.1. This Privacy Policy (hereinafter, the "Policy") sets out the procedure for the collection, recording, systematization, storage, clarification, use, transfer, depersonalization, blocking and destruction of personal data carried out in the course of providing access to the SMS Gate Service located at https://smsgate.tj/ (hereinafter, the "Service").

1.2. The owner of the Service is Alif Technology Limited Liability Company (hereinafter, the "Operator" or the "Contractor"), address: 51 F. Niyozi Street, Dushanbe, 734002, Republic of Tajikistan; TIN: 020048905; USN: 0210024614; email: partners@aliftech.net.

1.3. This Policy has been developed in accordance with the legislation of the Republic of Tajikistan, including the Law of the Republic of Tajikistan "On Personal Data Protection" (hereinafter, the "Personal Data Law"), the Law of the Republic of Tajikistan "On Telecommunications" and the Law of the Republic of Tajikistan "On Advertising".

1.4. The Policy is published on the website https://smsgate.tj/ together with the License Agreement, forms an integral part thereof and is effective from the moment of its acceptance by the Client (clause 1.5), including prior to the signing of the Service Agreement. Once the Agreement has been concluded, the Policy also applies together with it; in the event of any conflict, the terms of the Agreement shall prevail.

1.5. Registration of a Personal Account (with confirmation of acceptance of the Policy), logging in to it, or any other use of the Service (including via the API) means that the Client and its Users have read this Policy and accept it without reservation. If the Client does not agree with the terms of the Policy, use of the Service must be discontinued.

1.6. Capitalized terms used in this Policy and not expressly defined herein have the meaning given to them in the License Agreement and, where applicable, in the Service Agreement.

1.7. The Service is intended for legal entities and individual entrepreneurs and is provided to Clients in the territory of the Republic of Tajikistan. Use of the Service by individuals outside the scope of business activities is not provided for.

1.8. The term "Operator" in this Policy means Alif Technology LLC and is not identical to the term "database operator" under the Personal Data Law; where the Operator acts in the latter capacity, this is expressly stated in Section 3.

2. TERMS AND DEFINITIONS

2.1. "SMS Gate Service" means the set of hardware devices and software owned by the Operator that make it possible to process Messages: store them until they are sent, send them to Telecom Operators for subsequent delivery to Subscribers, receive them from Telecom Operators, and keep records and statistics of outgoing and incoming Messages.

2.2. "Client" means a legal entity or individual entrepreneur that has accepted the License Agreement and/or concluded a Service Agreement with the Operator and uses the Service for the purpose of carrying out business activities.

2.3. "User" means an individual acting on behalf and in the interests of the Client (a manager, employee or other authorized person) who has been granted access to the Personal Account or to the data transfer interfaces (API, SMPP).

2.4. "Personal Account" means the Client's multifunctional web interface in the SMS Gate Service, accessed after entering a login and password.

2.5. “Subscriber” means a user of telecommunication services who has been assigned a subscriber number or a unique identification code and who is the recipient of a Message sent by the Client.

2.6. “Subscriber Data” means information about Subscribers (subscriber numbers, as well as other information included by the Client in the text of a Message or in the mailing parameters) transferred by the Client to the Service for the purpose of sending Messages.

2.7. “HLR Request” means a query to the centralized HLR database for the purpose of checking the status of a Subscriber’s telephone number on the mobile networks of GSM operators.

2.8. “Telecom Operator” means a legal entity providing telecommunication services on the basis of the relevant license.

3. ALLOCATION OF THE PARTIES’ ROLES IN THE PROCESSING OF PERSONAL DATA

3.1. This Section is key to understanding the allocation of the Parties’ obligations and responsibilities and shall apply to all other Sections of the Policy.

3.2. With respect to the personal data of Users, i.e. individuals acting on behalf of the Client (registration and authorization data, contact details, technical data and data on actions in the Personal Account), the Operator acts as the database owner and an independent personal data operator and independently determines the purposes and scope of the data processed within the limits established by this Policy.

3.3. With respect to Subscriber Data transferred by the Client to the Service (including data uploaded manually, via the API or SMPP), the database owner and the person determining the purposes of processing is the Client. The Operator processes such data solely on the instructions of the Client, as a database operator within the meaning of the Personal Data Law, to the extent and for the purposes necessary to provide services under the Agreement or the License Agreement, and does not independently determine the purposes of their processing. The Client’s instruction is expressed by its acceptance of the License Agreement and this Policy and, where applicable, in the Service Agreement.

3.4. The Client bears sole and full responsibility for:

- the lawfulness of obtaining Subscriber Data and the existence of a lawful basis for its processing;
- obtaining from Subscribers consent to receive Messages, expressed in a form that makes it possible to reliably establish the Subscriber’s will and that can be presented to the Telecom Operator as evidence of such consent;
- obtaining from Subscribers consent to the transfer of their data to the Operator and to Telecom Operators and, when sending to numbers of foreign telecom operators, to the cross-border transfer of data;
- the content of Messages, including the personal data contained therein, and the compliance of such content with the requirements of the legislation of the Republic of Tajikistan on advertising and on personal data protection;
- the accuracy and currency of the subscriber numbers transferred to the Service;
- handling Subscribers’ requests concerning Messages sent by the Client and ensuring the exercise of Subscribers’ rights as personal data subjects.

3.5. The Operator does not send Messages to the Client’s Subscribers on its own behalf, does not use Subscriber Data for its own marketing purposes, and does not transfer or sell it to third parties, except in the cases provided for in Section 7 of this Policy.

3.6. By accepting this Policy, the Client confirms that it has all the necessary legal grounds for transferring Subscriber Data to the Operator and undertakes to compensate the Operator for documented losses incurred as a result of claims brought against the Operator by third parties, Subscribers, Telecom

Operators or authorized government bodies in connection with the Client's breach of this Section, in the manner provided for by the License Agreement and (where applicable) the Service Agreement.

3.7. If a Service Agreement between the Operator and the Client has not yet been concluded, processing is carried out on the terms of this Policy and the License Agreement, which are effective from the moment of their acceptance by the Client until the Agreement is signed, and after its signing apply together with the Agreement. Prior to the conclusion of the Agreement, the Operator may request confirmation of the User's authority and of the legal grounds for processing Subscriber Data, and may restrict access to the Service until such confirmation is provided.

4. SCOPE OF PERSONAL DATA PROCESSED

4.1. The Operator processes the following categories of personal data of the Client's Users:

- identification data: surname, first name, patronymic, position, name of the Client represented;
- contact details: mobile phone number, email address, postal address specified in the Personal Account;
- account credentials: login, password hash, API access keys, session identifiers;
- technical data: IP address, browser and operating system type and version, device identifiers, cookie data, date and time of access to the Service;
- data on actions in the Service: authorization logs, history of operations in the Personal Account, account settings, registered Sender Names;
- payment and accounting details required for issuing invoices and preparing Certificates of Services Rendered.

4.2. With respect to Subscriber Data, the Operator processes, on the instructions of the Client: the subscriber numbers of Message recipients; information included by the Client on its own in the text of a Message; delivery statuses and other technical parameters of Message transmission; and the results of HLR Requests (number status, affiliation with a Telecom Operator's network).

4.3. The Operator does not request or process special categories of personal data (information on racial and ethnic origin, political views, religious or philosophical beliefs, health or intimate life), nor biometric personal data. The Client is prohibited from including such information in the text of Messages or transferring it to the Service.

4.4. The Operator does not verify the scope and content of data that the Client independently includes in the text of a Message and is not liable for the consequences of the Client including in a Message any information whose processing is not permitted by law.

5. PURPOSES OF PERSONAL DATA PROCESSING

5.1. The Operator processes Users' personal data for the following purposes:

- conclusion, performance, amendment and termination of the Service Agreement and the License Agreement;
- registration, identification and authentication of the User when accessing the Personal Account and the data transfer interfaces;
- providing access to the functionality of the Service, as well as technical support for the Client;
- keeping records of services rendered, preparing detailed usage reports, invoices and Certificates of Services Rendered;
- sending service and informational notifications related to the operation of the Service, technical downtime, changes to the Tariffs and terms of service;
- ensuring the information security of the Service, detecting and preventing fraud, abuse and unauthorized access;

- handling requests, complaints and inquiries, as well as interaction with Telecom Operators and authorized government bodies;
- fulfilment of the obligations imposed on the Operator by the legislation of the Republic of Tajikistan, including in the areas of accounting, tax accounting and telecommunications regulation.

5.2. Subscriber Data is processed solely for the purposes of receiving, processing, routing and delivering Messages to Telecom Operators for subsequent delivery to Subscribers, performing HLR Requests, maintaining delivery statistics, and resolving claims related to the transmission of Messages.

5.3. The Operator does not use Subscriber Data for profiling, for making decisions that produce legal effects for Subscribers, or for building its own customer databases.

6. LEGAL GROUNDS FOR PROCESSING

6.1. Users' personal data is processed on the following legal grounds: the consent of the personal data subject, expressed by registering in the Service with confirmation of acceptance of this Policy; the need to perform the Service Agreement or the License Agreement to which the Client is a party; the legitimate interests of the Operator related to ensuring the security of the Service, protecting the Operator's rights and improving the quality of service; and fulfilment of obligations provided for by the legislation of the Republic of Tajikistan.

6.2. The legal ground for processing Subscriber Data is the Client's instruction expressed in the License Agreement, this Policy and (where applicable) the Service Agreement, provided that the Client has obtained the Subscribers' consent to receive Messages and to the processing of their personal data.

6.3. The Operator may request from the Client documentary evidence of the Subscribers' consents. Failure to provide such evidence within 2 (two) business days constitutes grounds for applying the restrictive measures provided for by the Service Agreement and the License Agreement.

7. TRANSFER OF PERSONAL DATA TO THIRD PARTIES

7.1. The Operator does not disclose or transfer personal data to third parties, except in the following cases:

- transfer of the subscriber number and the content of the Message to Telecom Operators and their technology partners, to the extent necessary to deliver the Message to the Subscriber;
- transfer of the subscriber number to HLR databases when performing an HLR Request initiated by the Client;
- transfer of data to the Operator's professional advisers (lawyers, auditors, financial and tax advisers), provided that they maintain confidentiality;
- transfer of data upon a reasoned request of the authorized government bodies of the Republic of Tajikistan in the cases and in the manner provided for by law;
- transfer of data to a legal successor in the event of the Operator's reorganization, provided that the legal successor complies with this Policy;
- transfer of data to the Client with respect to Users acting on its behalf and with respect to Message transmission statistics.

7.2. The Operator does not sell, exchange or provide personal data to third parties for advertising purposes.

7.3. When sending Messages to subscriber numbers served by Telecom Operators of foreign states, the Client confirms that the cross-border transfer of the subscriber number and the content of the Message is necessary to carry out its instruction, and independently ensures compliance with the requirements of the legislation of the relevant state and the norms of international law.

7.4. Subscriber Data is received by the Operator from the Client and not from the Subscribers themselves. The Client ensures that the Subscribers' consent to the transfer of their data to the Operator and to Telecom Operators has been obtained, which releases the Operator from the obligation to separately notify Subscribers of the transfer of their data, and confirms the existence of such consent upon the Operator's request.

8. STORAGE PERIODS AND PROCEDURE

8.1. Personal data is processed both by automated and non-automated means using the Operator's information systems located in the territory of the Republic of Tajikistan.

8.2. Users' personal data is stored for the entire term of the Service Agreement (License Agreement) and for 3 (three) years from the date of its termination, unless a different period is established by the legislation of the Republic of Tajikistan. Accounting and tax records are stored for the periods established by law.

8.3. The content of sent Messages and the related Subscriber Data are stored in the Service for 12 (twelve) months from the moment the Message is sent, unless a different period is agreed by the Parties in writing. Technical logs of Message transmission, delivery statuses and aggregated statistics are stored for 3 (three) years.

8.4. Upon expiry of the storage periods, personal data shall be destroyed or depersonalized. Depersonalized statistical data may be stored and used by the Operator indefinitely.

8.5. Upon termination of the Service Agreement (License Agreement), the Operator, at the written request of the Client sent no later than 30 (thirty) calendar days from the date of termination of the Agreement, shall provide an export of the Personal Account data or destroy such data ahead of schedule and issue a corresponding confirmation.

9. COOKIES AND ANALYTICS TOOLS

9.1. The Service uses cookies necessary for the operation of the authorization mechanism, saving user settings, ensuring session security and analyzing traffic.

9.2. The Operator may use web analytics systems to collect depersonalized information about visits to the Service (IP address, browser type, session duration, pages viewed). Such information is processed in accordance with the privacy policies of the relevant analytics services.

9.3. Analytics tools are not applied to the content of Messages or to Subscriber Data.

9.4. The User may disable cookies in the browser settings. In this case, access to the Personal Account and certain functions of the Service may become unavailable.

10. PERSONAL DATA PROTECTION MEASURES

10.1. The Operator takes the necessary and sufficient legal, organizational and technical measures to protect personal data against unlawful or accidental access, destruction, modification, blocking, copying, dissemination and other unlawful actions.

10.2. The measures taken include, in particular: segregation and minimization of employees' access rights to personal data; encryption of data in transit (HTTPS/SSL, secure SMPP connections); storage of passwords as irreversible hash values; maintaining access logs and regular audits of processing systems; backups; and concluding confidentiality agreements with employees and providing them with periodic training.

10.3. The Client is responsible for safeguarding the login, password and API access keys. The Operator is not liable for losses resulting from the Client's loss of access credentials or their disclosure to third parties.

10.4. Upon detecting an incident that has resulted in unauthorized access to personal data processed on the Client's instructions, the Operator shall notify the Client at the email address specified in the Personal Account without undue delay, but no later than 72 (seventy-two) hours from the moment the incident is detected, and shall provide the information known to it about the nature of the incident and the measures taken.

11. RIGHTS OF PERSONAL DATA SUBJECTS

11.1. A personal data subject has the right to: receive information concerning the processing of his or her personal data; demand the clarification, blocking or destruction of personal data if it is incomplete, outdated, inaccurate or unlawfully obtained; withdraw consent to the processing of personal data; and appeal against the actions or omissions of the Operator to the authorized personal data protection body or to a court.

11.2. Requests shall be sent to the Operator at partners@aliftech.net or in writing to the Operator's registered address. The Operator shall review the request and provide a response within the period established by the legislation of the Republic of Tajikistan.

11.3. Withdrawal by a User of consent to the processing of personal data entails the blocking of his or her account and termination of access to the Personal Account.

11.4. Subscribers' requests concerning Messages they have received, including demands to stop mailings or to clarify or destroy personal data, shall be addressed to the Client as the owner of the relevant database. Subscribers' requests received by the Operator are forwarded to the Client in the manner provided for by the Service Agreement or the License Agreement; the Operator informs the Subscriber of the name of the Client on whose instructions the Message was sent. The Client shall verify the validity of the request and provide an official response within no more than 2 (two) business days.

12. CHANGES TO THE POLICY

12.1. The Operator may amend this Policy. The current version of the Policy is published at https://smsgate.tj/.

12.2. In the event of material changes, the Operator shall notify Clients by posting information in the Service and/or sending a notification to the email address specified in the Personal Account at least 10 (ten) calendar days before the changes take effect.

12.3. Continued use of the Service after the changes take effect constitutes the consent of the Client and its Users to the updated version of the Policy.

13. FINAL PROVISIONS

13.1. This Policy is governed by and construed in accordance with the legislation of the Republic of Tajikistan.

13.2. All disputes related to the processing of personal data shall be resolved by the Parties through negotiations. If no agreement is reached, the dispute shall be referred to the Economic Court of Dushanbe.

13.3. If any provision of the Policy is held invalid by a court, this shall not affect the validity of its remaining provisions.

13.4. For all questions related to the processing of personal data, please contact the Operator: Alif Technology LLC, 51 F. Niyozi Street, Dushanbe, 734002, Republic of Tajikistan; TIN: 020048905; USN: 0210024614; email: partners@aliftech.net.