



CONDITIONS OF USE OF OUR WEBSITE

Please read the following terms and conditions before using the online services of this Website. If you do not accept these terms and conditions, do not access this Website and do not use the online services. Your use of this Website constitutes your acceptance of these terms and conditions.

1. COMPANY DETAILS

Brillink Bank Corporation Limited (“we” or “us”) was incorporated in the Astana International Financial Centre (“AIFC”) in the Republic of Kazakhstan. We are authorized by the Astana Financial Services Authority in the Republic of Kazakhstan to carry out Regulated Activities including Accepting Deposits, Providing Credit, Advising on Credit Facility, Arranging Credit Facility and Providing Money Services.

2. JURISDICTION AND RESTRICTIONS

We control and maintain this Website from Republic of Kazakhstan. These terms and conditions are governed by United Kingdom and Republic of Kazakhstan Law and rules and regulations in AIFC and any dispute shall be subject to the non-exclusive jurisdiction of the AIFC courts and arbitration.

We make no representation that the information and materials contained on this Website is appropriate or available for use in your jurisdiction from which you gain access to this Website. The distribution of the information and materials contained on this Website may be restricted by the laws, rules and regulations in your jurisdiction from which you gain access to this Website. If you gain access to this Website from outside Republic of Kazakhstan, you do so at your own risk. It is your responsibility to find out what those restrictions are and to strictly observe and comply with them in full.

3. PRODUCTS AND SERVICES

This Website does not constitute an offer or solicitation on our part to provide our products or services to any person to whom it is unlawful to make such offer or solicitation or where the local laws, rules or regulations do not permit the use of our products or services. If in doubt, you should check with your local regulator or authority before using any of our products or services.

Our products and services are available only at our discretion subject to the individual terms and conditions on which those products and services are offered. In the event of conflict between these terms and conditions and those applicable to our products and services, the latter shall prevail.

Our products and services may be withdrawn or amended at any time at our discretion without prior notice. The full range of our products or services may not be available in all jurisdictions.

4. INVESTMENT PRODUCTS

Investment involves risk. The price of investment products can and does fluctuate, and any individual investment product may experience upward or downward movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling investment products.

The risk of loss in trading futures contracts or options can be substantial. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives.

5. USE OF INFORMATION AND MATERIALS

This Website does not constitute an offer or solicitation on our part to sell investments or make deposits in any jurisdiction to any person to whom it is unlawful to make such an invitation or solicitation in such jurisdiction.

The information contained on this Website does not constitute and should not be considered as investment, financial, tax or professional advice on our part. You should obtain your own independent investment, financial, tax and other professional advice as appropriate.

Any exchange rate, interest rate and other prices and information quoted or provided by us through this Website or any other communication medium, is for our customer's reference only and is not binding on us unless confirmed in writing by us.

6. USE AND DISCLOSURE OF PERSONAL DATA

Unless restricted by applicable law, you agree that any and all personal information/data relating to you collected by us from this Website from time to time may be used and disclosed for such purposes and to such persons as may be in accordance with our current Data Protection Notice and Privacy Policy Statement. Our Data Protection Notice and Privacy Policy Statement may be amended or replaced from time to time. You should check for any updates of our data protection and privacy policy. A copy of our current Data Protection Notice and Privacy Policy Statement may be accessed by clicking [here](#).

By using this Website, you must have read and understood our Data Protection Notice and Privacy Policy Statement and consent to us handling and disclosing your personal data, including sensitive personal data in accordance with our Data Protection Notice and Privacy Policy Statement.

7. ELECTRONIC SIGNATURE

Any indication by you of your agreement to these terms and conditions and those of our products and services via this Website or such other electronic or execution means prescribed by us from time to time constitutes your electronic signature for the purpose of the AIFC Data Protection Regulations (AIFC Regulations No. 10 of 2017) and AIFC Data Protection Rules (AIFC Rules No. 1 of 2018) (the "Rules and Regulations").

8. TRANSMITTING OVER THE INTERNET

Due to the nature of the internet, messages and transactions may be subject to interruption, interception, suspension, transmission blackout, delayed transmission and incorrect data transmission. We are not liable for malfunctions to communications facilities not under our control that may affect the accuracy or timeliness of messages and transactions you send. We have the right to delay or refuse to act on an instruction if we are aware of any actual or suspected breach of security or if we determine in our sole discretion that there are other suspicious circumstances relating to the use of this Website.

9. DOWNLOADING

We do not represent or warrant that this Website will be available and meet your requirements, that access will not be interrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system or other electronic devices. You have the sole responsibility for adequate protection and back up of data and/or equipment and/or devices and for undertaking reasonable and appropriate precautions to scan for computer viruses or other destructive properties. We make no representations or warranties regarding the accuracy, functionality or performance of any third party software that may be used in connection with this Website.

10. EMAIL

Email messages sent to us over the internet cannot be guaranteed to be completely secure or complete. We are not responsible for any damages incurred by you if you send a message to us, or if we send a message to you at your request, over the internet.

11. HYPERLINKS

Any inclusion of hyperlinks on this Website does not imply our endorsement of the information and materials on these third party websites. The hyperlinks on this Website are provided for your convenience only.

We are not responsible for the contents of these third party websites. We make no warranty or representation as to the suitability, correctness, reliability or completeness of the information and materials on these third party websites. Your access to these third party websites or their downloadable contents and your provision of any information and materials via these third party websites shall be entirely **at your own risk** and we are not responsible for any claims, demands, proceedings, loss, damages, costs and expenses as may be suffered or otherwise incurred by you arising directly or indirectly (including special, incidental or consequential loss or damages) from or as a result of any of the aforesaid. You agree to waive all your rights to have recourse against us for all claims, demands, proceedings, loss, damages, costs and expenses as may be suffered or otherwise incurred by you arising directly or indirectly (including special, incidental or consequential loss or damages) from or as a result of browsing or accessing these third party websites.

12. SOCIAL MEDIA

When using our social media platforms, you agree and acknowledge that:

- (a) you will safeguard your accounts and you will not post any sensitive information such as bank account number, credit card number, password and/or other personal details on social media;
- (b) we will not ask for your account information or sensitive personal information on social media;
- (c) we reserve the right to remove your comments or posts containing offensive, aggressive, condescending, or inappropriate language, off-topic comments, and any marketing or commercial content;
- (d) you shall not impersonate any person or falsely claim to belong to or represent any organization;
- (e) by posting on our social media channels, you understand that your posts may be freely used by us in any way and in any media;
- (f) we do not endorse or take responsibility for the contents posted by any third parties on our social media channels; and
- (g) we reserve the right to permanently block individuals or groups who post inappropriate content or are otherwise in breach any of these terms and conditions.

13. COOKIES

In these Conditions, the term “**cookies**” refers to cookies, pixels, and similar technologies that may be used by on this Website and our apps, including our mobile banking app (“**Apps**”).

By using this Website and/or our Apps, you agree to our use of cookies in accordance with these terms and conditions.

If you do not accept our use of cookies, you may disable cookies on your computer or other electronic devices and cease using this Website and our Apps.

(a) **What are cookies**

Cookies are small data files which are placed on your computer or other electronic devices when you visit certain parts of this Website or use our Apps or click on our online advertisements.

Cookies enable us to perform behavioural analysis and personal profiling in relation to you, and serve other functions that help us customize and improve our services. For example, we use the following cookies:

(i) ***Strictly necessary cookies:***

These cookies are required for the operation of this Website and/or our Apps by: (1) allowing our web server to determine whether the cookies setting on your web browser have been enabled or disabled. This allows us to determine whether data can be collected from your web browser; (2) temporarily allowing you to carry information between pages of this Website or our Apps to avoid you having to re-enter that information; and (3) temporarily identifying your device after you have logged in to a secure page on this Website or our Apps so that our web server can maintain a dialogue with your web browser or device in order for you to carry out certain activities.

(ii) ***Analytical and Targeting/advertising cookies:***

These cookies are used to research your interest, usage and activities in relation to this Website and our Apps by implementing analytical cookie technology and platforms. These cookies may be placed on your device by us or by third parties on our behalf, including Google, Adobe and programmatic partners, and we may share the data stored in such cookies with third parties.

We use these cookies and we work with these third parties to use the information collected by these cookies: (aa) to find out about users of this Website and our Apps, including user demographics and behaviour and usage patterns; (bb) to record your use of this Website and/or our Apps and your responses to our online advertisements posted on this Website and/or our Apps as well as other social media platforms to deliver personalized content to you, including ads relevant to your interests; and (cc) improve the effectiveness of our online marketing and advertising campaigns.

Do take note that opting out of our targeting/advertising cookies does not necessarily mean that you will not see our ads, only that these ads will not be targeted to you through the use of such cookies.

(iii) ***Functionality and Performance cookies:***

These cookies recognize you when you return to this Website or our Apps. This enables us to: (aa) personalize our content for you and remember your preferences (for example, your choice of language or geographical location); (bb) store your login information (e.g. user name) and login / other preferences so you do not have to re-enter that information when you return to this Website or our Apps; and (cc) for more accurate reporting.

We (or third parties on our behalf) may place different types of cookies when you access this Website or when using our Apps.

(b) **Fraud prevention**

We may also use cookies to assist us in fraud prevention and detection.

(c) **Managing your cookies preferences**

(i) ***On web browsers***

Most web browsers are initially set up to accept cookies.

You can choose to block, delete or disable cookies by changing the settings on your web browser or device. But do take note that by deleting or disabling or blocking future cookies, including strictly necessary cookies, your user experience may be adversely affected and you may find that certain features on this Website will not be working properly and you may not be able to take full advantage of this Website.

In most cases, (aa) session cookies will be deleted when you close your web browser or device; and (bb) persistent cookies, however, will stay on your web browsing device until you delete them.

To find out more about the use of cookies and the information-collecting practices

and opt-out procedures, please visit the website of the third parties.

(ii) On our Apps

By continuing to use our Apps, you agree and accept that we will access your information stored on the cookies. If you do not accept our use of cookies, please do not use and cease using our Apps.

14. THIRD PARTY PRODUCTS AND SERVICES

This Website may from time to time provide information to users about third parties who may be prepared to make available to users goods, products or services or offers or discounts that are not offered or provided by us (“**Merchandise**”).

We are not party to any contractual arrangements entered into between you and the provider of such Merchandise unless otherwise expressly specified by us. We make no and disclaim all representations and warranties with respect to the availability, merchantability, or fitness for a particular purpose, in relation to the provision of the Merchandise. We will not be responsible and shall in no event be liable for any claims, demands, proceedings, loss, damages, costs and expenses as may be suffered or otherwise incurred by you arising directly or indirectly (including special, incidental or consequential loss or damages) from or as a result of the unavailability, use, or performance of the Merchandise mentioned in this Website.

15. DISCLAIMER

Although care has been taken in preparing the information and materials contained on this Website, such information and materials are provided “as is” without any kind of representations or warranties by us. We make no representation or warranty regarding non-infringement, security, accuracy, reliability, timeliness, completeness, fitness for a purpose, or freedom from computer viruses in connection with such information and materials. We accept no liability and will not be liable for any claims, demands, proceedings, loss, damages, costs and expenses as may be suffered or otherwise incurred by you arising directly or indirectly (including special, incidental or consequential loss or damages) from your access to this Website, howsoever arising, including those arising from any defect, error, imperfection, fault, mistake, unavailability or inaccuracy of this Website.

The information and materials contained on this Website is provided for general information only and should not be used as a basis for making business and/or investment decisions. Any advice or information received via this Website should not be relied upon without consulting primary or more accurate or more up-to-date sources of information or specific professional advice. You are recommended to obtain such professional advice where appropriate.

We accept no liability and will not be liable for claims, demands, proceedings, loss, damages, costs and expenses as may be suffered or otherwise incurred by you arising directly or indirectly (including special, incidental or consequential loss or damages) from your use of this Website, howsoever arising, and including any loss, damages, costs or expenses arising from, but not limited to, any defect, error, imperfection, fault, mistake or inaccuracy with this Website, its contents or associated services, or due to any unavailability of this Website or any part thereof or any contents or associated services.

This Website may contain materials written by or information provided by third parties. We do not guarantee such material's or information's accuracy and reliability and accept no liability for any claims, demands, proceedings, loss, damages, costs and expenses as may be suffered or otherwise incurred by you arising directly or indirectly (including special, incidental or consequential loss or damages) from any inaccuracies or omissions. All opinion or analysis expressed are those of the author and not us.

We do not represent or warrant the accuracy, functionality or performance of any third party software that may be used in connection with this Website. You should familiarize yourself with the terms of service applicable to any third party software that may be used in connection with this Website and/or any of the services.

16. YOUR INDEMNITY

You agree to indemnify, hold harmless and defend us against any proceedings, actions, claims, liabilities, damages, costs and expenses (including legal fees, costs and expenses on a full indemnity basis) suffered or incurred by us arising from or which is directly or indirectly related to:

- (a) your access to and/or use of this Website and/or any other person or entity's use of this Website where such person or entity is able to access this Website using your user identification number and/or password and/or security code; or

- (b) any breach and/or non-observance of any of these terms and conditions by you or by any other person or entity where such person or entity is able to access this Website using your user identification number and/or password and/or security code.

17. SECURITY

Unauthorized entry into our systems, misuse of passwords, or misuse of any information posted on this Website is strictly prohibited. You must:

- (a) ensure that any user ID and/or password and/or security code used by you in connection with this Website or any service provided by means of this Website is kept secure, and that no person other than you can obtain access to that user ID and/or password and/or security code, including logging off from any sites securely to prevent any unauthorized access to your confidential information;
- (b) safeguard your mobile phone number and email address registered for receiving your user ID and/or password and/or security code, and any security device, security token, smart card or other hardware device for identity authentication purposes in connection with this Website or any service provided by means of this Website (“**Credentials**”);
- (c) advise us of any change to your mobile phone number and/or email address registered for receiving your user ID and/or password and/or security code without delay;
- (d) notify us as soon as reasonably practicable if you become aware of or suspect:
 - (i) any loss, theft, disclosure, compromise, unauthorized use or control of any Credential or your device; or
 - (ii) any unauthorized use of our services having been conducted over your account via this Website.

You should notify us via our designated channels as we may specify from time to time. You bear the risks for any use of the services by any unauthorized person that occurs before we actually receive your notification; and

- (e) delete all Credentials stored on your device before disposing of it or before passing

your device temporarily to someone else, and immediately upon termination of your account or the services.

18. ONE-TIME PASSWORD OR SECURITY CODE

One time password (“**Security Code**”) means a unique randomly generated one time password that is required to access certain facilities that are part of our electronic banking services which we will provide to you using your mobile phone number and/or email address that has been registered with us, or via a security token or such other agreed method.


If you have registered your mobile phone number and/or email address for receiving the Security Code, you acknowledge and agree that:

- (a) your registered mobile phone number and/or email address will be used to receive SMS notifications from us;
- (b) you shall use your own mobile phone number and/or email address for receiving the Security Code;
- (c) if you have registered your mobile phone number for receiving the Security Code and you are abroad or using an overseas mobile service network, the service provider may not allow you to receive international SMS, and service charges may be levied by your service provider. We will not be liable for any charges requested by the service provider of the mobile phone number; and
- (d) delivery of the SMS-based or email-based Security Code may be subject to delayed transmission due to network traffic of the service provider of the mobile phone number or the internet. We will not be liable for any interruption, delays or unavailability due to any failure of the telecommunication network or the internet.

19. INTELLECTUAL PROPERTY RIGHTS

All rights (including, but not limited to, copyright) in relation to the contents (including, but not limited to, trademarks, text, graphics, images, links and sounds) contained on the this Website is owned by or licensed to us, and such contents may not, unless expressly permitted on this Website, be copied, modified, downloaded, distributed, published, reused, reposted, reverse engineered, decompiled or made any use of in any way without

our prior written consent, or that of its licensors.

 is our registered trademark, logo and service mark and no permission or licence is granted to use any such trademarks, logos or service marks without our prior written consent. All other marks names and logos used on this Website (unless otherwise stated) are the intellectual property rights held by us.

In relation to any information or material you submit to us using this Website and/or to our social media accounts, you hereby grant to us a worldwide, royalty-free, perpetual, irrevocable, sub-licensable right and licence to use such information or material for any purpose we deem appropriate, including without limitation, the copying, modification, transmission, distribution and publication thereof, unless restricted by applicable law. You represent and warrant that such information or material you submit does not infringe the rights of any third party.

You agree that we shall not be under any obligation of confidentiality to you regarding any such information or material submitted to us using this Website and/or our social media accounts unless otherwise agreed in a separate direct contract between us or required by law.

You acknowledge that the contents of the foregoing provisions shall not limit any specific provisions set out in the individual terms and conditions of a particular products and/or service offered on or through this Website.

20. SEVERABILITY

If any one or more of these terms and conditions, or their application in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of that term or condition in any other respect and the remaining terms and conditions shall not in any way be impaired.

21. TERMINATION

We may terminate your access to this Website at any time, without cause or notice.

22. MODIFICATION

We may change or update any information or material contained on this Website and these terms and conditions in our discretion without prior warning or notice. Your use of this Website will signify your consent and acceptance to any changes made to these terms and conditions from time to time.