

## **USER AGREEMENT**

*Version from 10.09.2025*

*Comes into force on September 10, 2025..*

This User Agreement (hereinafter referred to as the "Agreement") governs the relationship between Pro Data Tech Limited Liability Partnership (hereinafter referred to as the "Contractor") and an unlimited number of legal entities and individuals who wish to use the services and services (hereinafter referred to as the "Customer") provided by the Contractor. The Customer must carefully read this Agreement, which is a public offer. Performing one of the following actions will mean that the Customer has fully read the content of the Agreement and accepts it in full, including all appendices: a) registering the Customer in the Account Control Panel; b) signing the Registration Form - Agreement; c) replenishing the Personal Account. If the Customer does not accept the terms of this Agreement or does not agree with any of its provisions, he/she must refrain from registering in the Account Control Panel, signing the Registration Form - Agreement and replenishing the Personal Account.

### **1. SUBJECT OF THE AGREEMENT**

- 1.1. The subject of the Agreement is the provision of access to the Contractor's computing environments for processing the Customer's data and other related services (hereinafter referred to as the "Services"). The Contractor provides Services to the Customer in accordance with this Agreement and the following documents, which form an integral part of the Agreement:
  - Registration form;
  - Price list;
  - Regulations for the provision of services;
  - Terms of use of individual services;posted on the Contractor's website: <https://pro-data.tech/docs>.  
A full list of Services is available on the website: <https://pro-data.tech>.
- 1.2. By accepting the terms of the Agreement, the Customer confirms that he/she uses the Services solely within the framework of his/her business activities and is not a consumer within the meaning of the Law of the Republic of Kazakhstan dated May 4, 2010 No. 274-IV "On the Protection of Consumer Rights." This Agreement governs the relations of the parties as participants in commercial activities, and the provisions of the Law of the Republic of Kazakhstan dated May 4, 2010 No. 274-IV "On the protection of consumer rights".
- 1.3. The Customer must carefully read this Agreement, the Price List and the Terms of Use of individual services of the Contractor before accepting the Agreement.
- 1.4. For the purposes of this Agreement, a computing environment is understood to mean a software and hardware platform that is a collection of software and hardware objects that have a permanent connection to the Internet, use various forms of virtualization, and allow for the hosting of services and applications.

- 1.5. Integral elements of the Contractor's customizable computing environment may include, but are not limited to: connections to data networks, domain connections, IP address connections, SSL encryption, software interfaces, and information security tools.

## **2. RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

### 2.1. The contractor has the right to:

- Conduct scheduled technical work to modernize and improve the quality of services provided.
- Terminate the Customer's access to services unilaterally in accordance with Section 5 of the Agreement.
- Require the Customer to make timely payment for the services provided in accordance with Section 3 of the Agreement.
- Engage third parties or subcontractors to perform their obligations under the Agreement.
- Amend the Agreement and its integral parts, as specified in Section 1.1, by notifying the Customer by publishing information on the website or sending an electronic notification. Amendments are deemed accepted unless the Customer expresses a written objection within 10 calendar days of notification. Continued use of the Service after the expiration of this period will be deemed the Customer's consent to the amendments and additions.
- Protect your intellectual property, including but not limited to technology, software source code, know-how, brand, etc.
- Conduct an audit of the use of its services by the client to prevent unauthorized actions and misuse of allocated resources and provided services.
- The Contractor may have other rights in accordance with the legislation of the Republic of Kazakhstan.

### 2.2. The customer has the right to:

- Periodically check for changes published on the Contractor's website concerning the Agreement and its integral parts, as well as other technological and organizational changes.
- Send requests, claims, applications, notifications, and other requests to the Contractor in accordance with the legislation of the Republic of Kazakhstan. All specified documents and any notifications stipulated by this Agreement may be sent as a scanned letter (signed by an authorized representative) to the Contractor's email address: [care@pro-data.tech](mailto:care@pro-data.tech).
- Request assistance from the Contractor in migrating your data to the Contractor's computing environment.
- Change the volume of services consumed in the Personal Account (if available for a specific service) or by submitting a request to the Contractor's customer service manager.
- Transfer your data to another provider or to your own computing environment without any hindrance from the Contractor.
- Request compensation from the Contractor in cases where the actual level of service does not correspond to the one agreed in the SLA.

- Request from the Contractor a report on the performance and availability of services related to the services provided to the Customer.
- Request information from the Contractor about the location of the Data Processing Center where the Customer's data is stored and processed.
- The Contractor may have other rights in accordance with the legislation of the Republic of Kazakhstan.

2.3. The Contractor undertakes to:

- Provide the Customer with the Services specified in the Agreement 24 hours a day, every day and without interruption, except for the circumstances specified in Section 6 of this Agreement.
- Provide consultations on issues arising for the Customer in connection with the use of the Services.
- Provide the Customer with access to the Personal Account (if available for a specific service);
- Maintain records of consumption and payment for Services by the Customer using its accounting systems and provide access to this data through the Personal Account (if available for a specific service);
- Timely reflect receipts and write-offs of funds for payment of Services;
- Promptly notify the Client of changes to the Agreement, Price List, and Terms of Use for individual services by publishing the relevant information on the Contractor's website or communicating it to the Client via email. If the Client disagrees with the new version of the documents, the Client has the right to terminate the Agreement in accordance with Section 12.3 of the Agreement;
- Prepare closing documents for the provision of services (hereinafter referred to as CD) using the electronic document management system;
- Notify the Customer at least 24 (twenty-four) hours in advance of any planned maintenance work that may result in the inability to use the Services. Service interruptions caused by such reasons are not subject to compensation.
- Consider requests and claims from the Customer within the timeframes established by the legislation of the Republic of Kazakhstan and provide a reasoned response in accordance with the current regulatory legal acts of the Republic of Kazakhstan.
- Notify the Customer of any incidents affecting the availability, security, integrity of data or the operability of the services provided within a reasonable time from the moment of their discovery, and also provide up-to-date information on the progress of their elimination and measures to prevent similar situations in the future.
- Ensure physical access control to server equipment, restricting access to authorized individuals and implementing 24/7 monitoring using video surveillance and security.
- The Contractor undertakes to take measures to protect equipment from risks associated with man-made and natural impacts, including equipping server rooms with fire extinguishing systems and backup power supply.

- The Contractor undertakes to promptly notify the Customer of any incidents related to the physical security of the equipment that may affect the availability or integrity of the Customer's data.

2.4. The Customer undertakes to:

- Comply with all requirements set forth in the Agreement.
- Accept the Services provided by the Contractor in accordance with the Agreement and its integral parts.
- Monitor the status and timely replenishment of your Personal Account (hereinafter referred to as the "Account") (if available for a specific service), which records all information on consumed Services and payments, and make timely payments for the Services provided by advance payment in accordance with the Price List.
- Sign the DD received from the Contractor using the electronic document management system no later than 5 (five) calendar days from the date of their receipt. If the Client has any objections to the DD, the Client undertakes to notify the Contractor of these in writing no later than 10 (ten) calendar days from the date the Contractor sends the DD. If reasoned objections to the DD are not received by the Contractor within 10 (ten) calendar days from the date the Contractor sends them, the Services rendered to the Client are considered accepted in full.
- Assist the Contractor in investigating the causes of unplanned service interruptions, violations of security requirements, and suspected violations of the terms of the Agreement.
- Maintain the confidentiality of the login and password used to access the Personal Account. The Client bears the full risk of loss, disclosure, or transfer of data due to unauthorized access using the Client's credentials.
- Do not use internet access via VPN to route voice telephone traffic. If you need to open a VPN channel for your own needs, you must submit a request to the service provider to enable this service.
- Take all necessary measures in a timely manner to protect your information systems and software from unauthorized access, virus attacks (including ransomware), DDoS and other threats (including regularly updating software and using antivirus programs), and, if such threats are detected or suspected, promptly notify the Contractor thereof, providing all necessary information.
- Not to offer employment, placement, collaboration, or other forms of employment to any of the Contractor's employees without the Contractor's prior written consent. In the event of a violation of this condition, the Client undertakes to pay the Contractor a fine equivalent to such employee's annual salary, without the need to prove damages.

**3. COST OF SERVICE AND PAYMENT PROCEDURE**

- 3.1. The cost of Services under the Agreement is determined by the current Price List posted on the Contractor's website: <https://pro-data.tech/docs> and is recorded in invoices and payment orders.
- 3.2. Services are provided on a 100% prepayment basis, in the amount established by the relevant Tariff. Payment for all Services provided to the Client is made in tenge (for

residents of the Republic of Kazakhstan), US dollars, or another currency (for non-residents of the Republic of Kazakhstan) by advance payment to the Contractor's bank account. Payment is due for:

- a) Monthly fee;
- b) One-time fee (according to the selected type of Services);
- c) Additional services rendered to the Customer (may be paid for upon provision of services).

- 3.3. The Contractor shall provide the Customer with an invoice for the services rendered for the previous month no later than the 3rd (third) working day of each calendar month inclusive via the electronic document management system.
- 3.4. The Customer undertakes to make an advance payment for services for the following calendar month by the 5th (fifth) working day of each month inclusive.
- 3.5. In accordance with the current Price List, the Contractor records information on consumed Services based on calculations in the Personal Account (if available for a specific service), as well as on the Customer's payments to their Account. The Contractor provides the Customer with information on their Account status.
- 3.6. If the funds in the Account are completely exhausted, the Contractor has the right to suspend or terminate the provision of Services to the Client.
- 3.7. In case of violation of the payment terms for services specified in paragraph 3.4, the Customer undertakes to pay the Contractor a penalty in the amount of 0.4% of the overdue payment amount for each day of delay, but not more than 50% of the total amount of the overdue payment.
- 3.8. To ensure the Client's fulfillment of its obligations to pay for services rendered by the Contractor on a timely basis, the Parties may enter into a surety agreement with a third party (the Guarantor), who shall be liable to the Contractor for the Client's obligations to pay invoices. The relationship between the Contractor, the Client, and the Guarantor is governed by this Agreement, the surety agreement, and the provisions of the current legislation of the Republic of Kazakhstan applicable to these legal relationships.
- 3.9. Payment documents are drawn up with a mandatory reference to the number and date of the contract or invoice of the Customer.
- 3.10. Payment for Services is considered confirmed upon receipt of information from the bank confirming the funds have been credited to the Contractor's bank account. If payment for Services is made via electronic payment systems, payment is considered confirmed upon receipt of information from the payment system confirming payment has been made.

#### **4. ORGANIZATION OF NETWORK INFRASTRUCTURE AND SECURITY OF COMPUTING ENVIRONMENTS**

- 4.1. Connection to the Internet is organized for all types of computing environments described in the Terms of Use of individual services.
- 4.2. Connection to the Internet is a mandatory condition for the operation of the computing environment and an integral part of the service for all types of computing environments described in the Terms of Use of individual services.

- 4.3. Connection to the Internet is organized by the Contractor by connecting the Contractor's equipment to the communication channels of telecom operators.
- 4.4. To ensure the ability to access the computing environment via the Internet, the Customer's computing environment must be assigned an Internet Protocol address (a unique network address of a node in a computer network built on the basis of the TCP/IP protocol stack, hereinafter referred to as an IP address).
- 4.5. In certain cases, at the Customer's request and subject to technical feasibility, the Customer may be assigned several IP addresses (not consecutive) from a common range, or a separate IP subnet consisting of a specified number of consecutive IP addresses.
- 4.6. In order to ensure the ability to access a computing environment via a human-readable domain name, the computing environment may be assigned one or more domain names (DNS, from the English Domain Name System - a system for obtaining an IP address by the domain name of a node in a computer network).
- 4.7. Network security can be configured at the customer's request for all types of computing environments described in the Terms of Use for individual services.
- 4.8. Network security, if configured in a computing environment, is an integral part of the service for all types of computing environments described in the Terms of Use for individual services.

## **5. TERMINATION OF ACCESS TO THE SERVICE**

- 5.1. The Contractor reserves the right to terminate the provision of Services to the Client or terminate the contractual relationship with the Client unilaterally by sending written or electronic notice. This applies to both the main Services and any additional Services, if the Client is involved in actions that violate the rules and regulations for the use of the Service set forth in this Agreement, its Appendices, and addenda. The Contractor also reserves the right to suspend the provision of Services, block access to the Personal Account, or reject the Client's request for a new Service or for an extension of the Service if the Contractor receives an order from an authorized government agency requiring the suspension of the provision of Services to the Client in accordance with the current legislation of the Republic of Kazakhstan.
- 5.2. In the event of repeated or malicious violation by the Customer of the terms of this Agreement, the Service Provision Regulations or the terms of use of individual services, the Contractor has the right to terminate the provision of Services without prior warning, with subsequent notification of the Customer.
- 5.3. In the event of early termination of the provision of Services in accordance with this Agreement, a refund will be made minus the amounts paid for the Services that the Customer has used since the conclusion of the Agreement, as well as the bank commission for receiving/returning funds.
- 5.4. Upon termination of the Services in accordance with paragraph 5.2., the Contractor shall not be liable for notifying or failing to notify any third parties of the termination of the Customer's access or for any possible consequences arising from such notification or lack thereof.

- 5.5. In the event of late payment by the Customer for the Services under this Agreement, the Contractor has the right to suspend the provision of the Services until payment is received. If the Customer fails to pay the outstanding balance within 3 (three) days of the notice specified in Section 5.2 of the Service Provision Regulations, the Contractor has the right to delete the Customer's computing environment. From the moment of suspension of Services due to non-payment (or partial payment) until the deletion of the Customer's computing environment or the resumption of the Services, the Customer undertakes to pay the Contractor an amount equal to the cost of the Services for the relevant period.
- 5.6. If the Customer fails to correct a violation identified/determined by the Contractor and stipulated by this Agreement, the Service Provision Regulations, or the Terms of Use of individual services, the Contractor has the right to suspend provision of Services to the Customer until the violation is corrected. If the violation is not corrected within 3 (three) days of the notification specified in Section 5.2 of the Service Provision Regulations, the Contractor has the right to permanently delete the Customer's computing environment.

## **6. RESPONSIBILITY OF THE PARTIES**

- 6.1. The Parties shall be liable for any breach of their obligations under the Agreement in accordance with the legislation of the Republic of Kazakhstan, taking into account the terms and conditions set forth in this Agreement. The Contractor shall ensure the uninterrupted operation of its equipment involved in the provision of the Services, except in the following cases:
- scheduled maintenance;
  - emergency recovery operations;
  - when the use of the Contractor's resources is limited due to the actions or inactions of third parties and/or problems in transport or information channels;
  - major accidents and force majeure circumstances.
- 6.2. In the event of an unscheduled power outage, a transport network outage, or an accident, the Contractor will immediately begin troubleshooting and notify the Customer of the unscheduled outage.
- 6.3. If the Customer fails to notify the Contractor of a change in the email address specified during registration, the Contractor shall not be liable for the inability to independently restore access to the Personal Account, as well as the inability to identify the Customer in each specific case.
- 6.4. Technical support is available 24/7, 7 days a week, 7 days a week, and 7 days a week. Requests may take up to 24 hours to process. If a request is beyond the technical support department's purview, it will be escalated to the appropriate department.
- 6.5. The Contractor is not responsible for the quality of public communication channels through which the Services are accessed. The Client assumes full responsibility and all risks associated with using the Internet through the Contractor's resources and/or Services.
- 6.6. The Contractor shall not be liable for claims by third parties who have entered into contracts with the Customer for the provision of services that are partially or fully

provided by the Customer using the Contractor's Services, except in cases where liability arises due to the fault of the Contractor.

- 6.7. The parties agree that the Contractor will under no circumstances be liable to the Client for consequential damages. The term "consequential damages" includes, but is not limited to, loss of income, profit, anticipated savings, business activity, or reputation.
- 6.8. The Client is fully responsible for the content of information processed using the Services, transmitted by them or third parties using their credentials via the Internet or the Contractor's resources. The Client is responsible for the accuracy of this information, its compliance with the requirements of the legislation of the Republic of Kazakhstan, and the absence of claims from third parties. The Client is also liable for any damages caused by their actions (or the actions of third parties using their credentials) to individuals or legal entities, the state, or for violating public moral standards.
- 6.9. In the event that any clause of this Agreement is found not to be subject to literal execution, it shall be interpreted in accordance with the current legislation of the Republic of Kazakhstan, taking into account the original interests of the Parties, while the remainder of the Agreement shall continue to be in full force and effect.
- 6.10. In the event of unresolved claims arising between the Parties, each of them may defend its violated rights in the manner established by the legislation of the Republic of Kazakhstan.

## **7. FORCE MAJEURE**

- 7.1. The Parties shall be released from liability for partial or complete failure to fulfill their obligations under this Agreement caused by force majeure circumstances arising after its conclusion. Such circumstances include, in particular: accidents resulting in a violation of the integrity of public transmission networks; natural disasters; natural and industrial catastrophes; terrorist acts; military actions; civil unrest; the adoption by state authorities or local governments of acts containing prohibitions or restrictions with respect to the activities of the Parties under this Agreement; other circumstances that cannot be foreseen or prevented in advance and make it impossible for the Parties to fulfill their obligations under the Agreement.
- 7.2. In the event of force majeure circumstances that prevent the fulfillment of obligations under this Agreement, the deadline for fulfilling these obligations by the Parties shall be extended for the duration of such circumstances, as well as for the time required to eliminate their consequences, but for no more than 60 (sixty) calendar days, excluding the duration of the circumstances specified in paragraph 7.1. If force majeure circumstances continue beyond the specified period, or if, upon their occurrence, it becomes obvious that they will last beyond this period, the Parties undertake to discuss the possibility of alternative performance of this Agreement or its termination without compensation for damages. In this case, the Contractor undertakes to return to the Customer any unused funds under the Agreement.
- 7.3. One of the Parties for which the breach of an obligation was a consequence of the occurrence of force majeure circumstances is obliged to notify the other Party of the occurrence and termination of force majeure circumstances in writing or through an

electronic document management system within 10 (ten) calendar days from the moment of occurrence/termination of force majeure circumstances.

- 7.4. Evidence of the presence and duration of force majeure circumstances are documents issued by the competent authorities of the Republic of Kazakhstan.
- 7.5. Failure to notify or late notification deprives the Party of the right to rely on any of the above circumstances.
- 7.6. In the event that, due to the circumstances specified in paragraph 7.1 of the Agreement, the performance or proper performance of obligations under the Agreement is not carried out for more than 60 (sixty) calendar days (excluding the period of validity of these circumstances), either Party has the right to terminate the Agreement unilaterally by notifying the other Party no later than 10 (ten) calendar days before the expected date of termination.

## **8. CONFIDENTIAL INFORMATION**

- 8.1. The Parties undertake not to transfer (not to disclose) to third parties, without mutual consent, commercial, financial and organizational-technological information that constitutes a secret for either Party (hereinafter referred to as “Confidential Information”) in cases where:
  - There is no legally available access to such information;
  - Such information has actual or potential value due to its ignorance by third parties.
- 8.2. The Party that has acquired such information by virtue of the Agreement shall take appropriate measures to ensure its confidentiality.
- 8.3. Confidential information shall be protected for the entire term of the Agreement and for 5 years after termination.
- 8.4. The Contractor has the right to disclose information about the Customer solely in accordance with the legislation of the Republic of Kazakhstan and the terms of this Agreement.
- 8.5. By accepting the terms of this Agreement, the Customer confirms their consent to the storage, processing and transfer of their personal data to third parties by the Contractor solely for the purpose of fulfilling this Agreement and in accordance with the requirements of the legislation of the Republic of Kazakhstan.
- 8.6. In the event of a breach of the confidentiality provisions of this Agreement, the breaching party undertakes to compensate the other party for any damages caused and all losses incurred, including, but not limited to, legal costs and lost profits. Other sanctions may be applied to the breaching party in accordance with the current legislation of the Republic of Kazakhstan.

## **9. PROCEDURE FOR CONSIDERING CLAIMS AND DISPUTES**

- 9.1. Disputes arising from this agreement shall be resolved by the parties through negotiations, using the mandatory pre-trial claims procedure. Written claims must be

reviewed by the addressee, with a written response provided within no more than 15 (fifteen) calendar days.

- 9.2. If it is impossible to resolve disagreements through negotiations, they are subject to consideration in court in accordance with the procedure established by the legislation of the Republic of Kazakhstan.

## **10. OTHER CONDITIONS**

- 10.1. By this Agreement, the Parties establish that the actions of the Customer (or their authorized representative) performed in the Personal Account (if any) will accordingly change the terms of service provided by the Contractor. Until the Customer provides information regarding a change in the authorized representative authorized to perform actions in the Personal Account, said person is recognized as the Customer's proper representative. Written information from the Personal Account, certified by the Contractor, constitutes adequate proof of changes to the terms of service.
- 10.2. All notifications sent through the Personal Account (if available) are recognized by the Parties as having been made in simple written form..
- 10.3. In order to optimize the management of the computing environment, the Customer may entrust the Contractor to perform actions on its behalf to configure the computing environment for individual assignments.
- 10.4. The Parties agree that the Contractor has the right to use anonymized statistics on the use of computing environments, error reports, and any other technical information on the functioning of computing environments for scientific and research purposes, for the purpose of improving the quality of services.
- 10.5. The parties agree that the fact of their cooperation is not confidential. The parties have the right to disclose information about their cooperation for promotional and advertising purposes without prior approval. This includes the right to post information about the cooperation and the other party's logo on their websites, social media, and other promotional channels. However, such information must not harm the other party's business reputation or image, and must not contain confidential information as described in Section 8 of the Agreement.
- 10.6. The Contractor has the right to transfer its rights and obligations under this Agreement to third parties by notifying the Client by posting the relevant information on the website, sending a notification by email and/or through the electronic document management system, or through the Personal Account (if available). In this case, the Client has the right to terminate this Agreement. Failure to provide written notice of termination from the Client within 10 (ten) calendar days shall constitute consent to the transfer of rights and obligations.
- 10.7. In order to provide services under this agreement, the Contractor undertakes to organize, at the request of the Customer, additional integral elements, such as IP addresses, Internet access, DDoS protection, information security tools and means, special and/or licensed software, etc., and the Customer undertakes to reimburse such expenses to the Contractor in accordance with the closing documents, if they are not included in the basic configurations offered by the Customer.

- 10.8. Third party copyrighted works may be used in all types of computing environments described in the Terms of Use of individual services;
- 10.9. In the case of using third-party copyright objects in the computing environment, they are an integral part of the service;
- 10.10. Although the Contractor takes commercially reasonable technical and organizational measures to ensure information security that comply with industry standards, it shall not be liable for the accidental loss or destruction of any data that the Customer processes and transmits using the Contractor's computing environment, software, and tools.
- 10.11. The Contractor disclaims any liability of any kind with respect to the content or security of data that the Client sends or receives through the means, software and tools provided by the Contractor.
- 10.12. The Customer shall independently exercise control over the security and safety of information within its area of influence, and, if necessary, shall promptly organize backup copying of information posted using the Contractor's Services.
- 10.13. The Client has the right to request additional configuration of the computing environment, provided the Contractor has the technical capabilities. This work is performed for an additional fee, which is agreed upon separately by the parties.

## **11. THE MOMENT OF CONCLUSION OF THE AGREEMENT. ITS VALIDITY.**

- 11.1. The Agreement shall enter into force from the moment of acceptance of its terms by the Customer (acceptance of the offer), in the manner established by this Agreement, and shall be valid indefinitely.

## **12. PROCEDURE FOR AMENDING AND TERMINATING THE AGREEMENT**

- 12.1. The Agreement may be amended or terminated by mutual agreement of the Parties, as well as in cases stipulated by the legislation of the Republic of Kazakhstan and this Agreement.
- 12.2. The Contractor has the right to terminate the Agreement unilaterally in the event of a breach by the Customer of the terms of this Agreement by sending the Customer a written notice no less than 10 (ten) calendar days prior to the date of termination.
- 12.3. The Customer has the right to unilaterally terminate the Contractor's Services at any time, including in cases of disagreement with the new version of the Agreement. Termination of Services may be accomplished by sending a notice to the Contractor in the manner specified in Section 2.2 of this Agreement, or through the Personal Account (if available for a specific service) by clicking the "Account Deactivation" button. In the event of early termination of Services at the Customer's request, any unused funds will be refunded, except as otherwise provided in this Agreement and its integral parts, including the Service Provision Regulations and the Terms of Use for specific services.
- 12.4. In the event of termination of the Agreement due to the existence of facts of violation by the Customer of the terms of the Regulations, the Contractor has the right not to refund the amount of money paid by the Customer for the provision of Services under this Agreement.

- 12.5. In the event of termination of the Agreement, the Parties undertake to fulfill all obligations that arose prior to the date of termination, including payments for services rendered.
- 12.6. The provisions of the Agreement concerning confidentiality, liability of the Parties and dispute resolution shall survive termination or expiration of the Agreement.
- 12.7. For all matters not regulated by this Agreement, the Parties shall be guided by the current legislation of the Republic of Kazakhstan.

## **REGULATIONS FOR THE PROVISION OF SERVICES**

The Terms of Service (hereinafter referred to as the "Terms") are an integral part of the User Agreement (hereinafter referred to as the "Agreement") and establish the procedures, terms, and conditions under which the Contractor provides its services to the Client. Any amendments and additions made to the Terms of Service will also be considered part of the Agreement and binding on both parties. The Client undertakes to adhere to the provisions of the Terms of Service and to comply with all requirements specified therein.

### **1. GENERAL PROVISIONS.**

- 1.1. All Services are provided by the Contractor only subject to the technical feasibility of providing them.
- 1.2. The Contractor shall not be liable for any direct or indirect damage caused to the Client as a result of the use or inability to use the Services or incurred as a result of errors, omissions, interruptions in work, deletion of files, defects, delays in work or data transmission, or changes in functions and other reasons.
- 1.3. The Contractor shall not be liable for any delays, failures, incorrect or untimely delivery, deletion or loss of any information of the Customer due to the fault of the Customer.
- 1.4. The Contractor shall not be liable for any claims by the Customer regarding the quality of the Internet connection related to the quality of the functioning of the networks of telecom operators, the traffic exchange policy between operators, the functioning of the equipment and software of the Customer, and other circumstances beyond the competence, influence, and control of the Contractor.
- 1.5. The Contractor shall not be liable for the quality of public communication channels and data transmission networks, including the Internet, through which access to the Services is provided.
- 1.6. The Contractor, while maintaining the established quality of the Services, guarantees their uninterrupted operation in accordance with the parameters specified in the terms of use of individual services and in paragraph 2.3 of the User Agreement.
- 1.7. The Customer undertakes not to reproduce, repeat or copy any parts of the Contractor's services, except in cases where such written permission is given by the Contractor.
- 1.8. The Customer assumes full responsibility for assessing the accuracy, completeness and usefulness of any opinions, ideas, other information, as well as the properties of goods and services distributed on the Internet by the Customer through the Services provided by the Contractor.
- 1.9. The Contractor shall not be liable under any agreements between the Customer and third parties.
- 1.10. The Contractor shall not be liable for claims and suits from third parties if the Client provides services to such third parties using the Contractor's services. The Contractor shall not be liable for any violation of third-party rights arising from the Client's actions committed using the Contractor's services.
- 1.11. If the Customer provides third parties with access to its resources and services, the Customer shall be solely responsible for the activities of such third parties.
- 1.12. In the event of claims regarding the use of the computing environment (including its content) of the Customer, the latter agrees to the disclosure by the Contractor of the Customer's personal data to third parties for the purpose of resolving the dispute directly between the Contractor and these third parties.

- 1.13. The computing environments provided to the Customer by the Contractor are described in the Terms of Use of individual services.

## **2. LIMITATION OF LIABILITY OF THE CONTRACTOR**

- 2.1. The Contractor shall not be liable for the content of the Customer's computing environments (hereinafter referred to as "Content") stored, processed, published or distributed by the Customer using the provided Services, and shall not be liable for the accuracy, quality and content of such Content.
- 2.2. The Client is fully responsible for all Content posted publicly, transmitted privately, or otherwise made available through the Contractor's Services.
- 2.3. The Contractor is not responsible for the content of information nodes created and maintained by the Customer or its users, and does not conduct prior censorship. In the event of a violation of the laws of the Republic of Kazakhstan or another country where the Service is provided, the Contractor reserves the right to suspend the provision of Services without prior warning, with subsequent notification. If necessary, the Contractor has the right to monitor the content of the Customer's or its users' computing environments.

## **3. RIGHTS OF THE CONTRACTOR IN CASE OF VIOLATION OF THE TERMS AND CONDITIONS BY THE CUSTOMER**

- 3.1. In order to implement measures aimed at preventing incidents in the field of information and network security, as well as countering various types of network attacks and deterioration in the quality of service, the Contractor has the right to immediately, with or without notice, apply technical and organizational measures, including limiting or suspending the provision of services to the Customer, disabling its software and/or hardware, deleting the computing environment or part thereof, as well as deleting the Customer's registration (login and password) and other information in the following cases:
  - 3.1.1. Prohibition of storage, placement and distribution of illegal information:
    - a) Software and materials protected by copyright and related rights, without the permission of the copyright holder.
    - b) Software and materials protected by copyright and related rights, without the permission of the copyright holder.
    - c) Illegal, harmful or discriminatory content.
    - d) Links to resources whose content contradicts the legislation of the Republic of Kazakhstan or other countries.
    - e) Information that violates the rights of third parties, including minors.
    - f) Pornographic materials and advertising of intimate services.
    - g) Information that promotes violence or incites hatred.
    - h) Inaccurate information about third parties, as well as personal data without appropriate permission.
    - i) Software containing viruses or malicious code.
  - 3.1.2. Preventing unauthorized access and network attacks:
    - a) Actions that create a threat of damage to the Contractor or failure of technical equipment.
    - b) Transmission of viruses or malware.
    - c) Disruption of the normal functioning of the Internet network or third-party equipment.
    - d) Violations of the order of communication on the Network.
    - e) Unauthorized access to network resources.

- f) Transmission of useless information that puts a strain on the equipment.
- g) Scanning networks without the consent of resource owners.
- h) Providing open mail relays, anonymous proxy servers, etc.

3.1.3. Prohibition of falsification:

- a) Impersonating another person or organization without appropriate authority, including the Contractor's employees or administrators.
- b) Falsification of IP addresses or other means of identification during data transmission.
- c) Illegal representation of other persons on the Internet.
- d) Use of identification data that does not belong to the Customer, without the permission of their owners.

3.1.4. Prohibition on unauthorized transfer of information (spam):

- a) Sending spam without the recipient's consent, including advertising and bulk unsolicited emails.
- b) Forced subscription to mailings without confirmation of the address owner.
- c) Lack of a clear way to unsubscribe from mailings.
- d) Sending information to persons who have refused to receive it.
- e) Advertising of services prohibited by the legislation of the Republic of Kazakhstan.
- f) Distribution of other people's email addresses, pyramid schemes, MLM and other illegal marketing schemes.
- g) Providing connectivity to servers that support uncoordinated mailings or hosting such sites.

3.1.5. Threat to stability and security

- a) Sending spam without the recipient's consent, including advertising and bulk unsolicited emails.
- b) If the Customer's computing environment is infected with viruses, malware, or is involved in botnets, which may lead to failures, data leaks, or other negative consequences for the Contractor.
- c) If the actions or inactions of the Customer lead to a significant deterioration in the quality of services provided or an overload of the Contractor's infrastructure.
- d) In other cases, when the continuation of the provision of services to the Customer may disrupt the normal functioning of the Contractor's infrastructure or pose a threat to other Customers.

#### **4. ESTABLISHING THE COPYRIGHT OF THE ARTIST**

4.1. The Client acknowledges and agrees that all Contractor Services, as well as all necessary programs associated with them, including documentation and source code, contain information protected by intellectual property laws and other local and international laws, and that the content provided during the use of the Services is protected by copyright, trademarks, patents, and other relevant laws of the Republic of Kazakhstan and other countries, where applicable. The Client agrees not to modify, sell, or distribute this Content and programs, in whole or in part.

4.2. The Contractor grants the Customer a personal, non-exclusive, and non-transferable right to use the software provided in the services on a single computer, provided that neither the Customer nor any other persons in cooperation with the Customer will copy or modify the software; create programs derived from the software; penetrate the software in order to obtain program codes; sell, assign, lease, transfer to third parties in any other form the rights with respect to the software of the services provided under the relevant Agreement, or modify the services, including for the purpose of obtaining unauthorized access thereto.

- 4.3. In case of copyright infringement, liability arises in accordance with the current Regulations, the legislation of the Republic of Kazakhstan or the legislation of other countries, if applicable.

## **5. FINAL PROVISIONS.**

- 5.1. Actions aimed at violating the restrictions and prohibitions imposed by these Regulations, or supporting the above-mentioned actions in any way, including refusal to stop them or failure to take appropriate measures, shall be considered a violation of the Regulations and shall entail the imposition of appropriate sanctions.
- 5.2. The Contractor reserves the right to suspend the provision of services (or parts thereof), and/or disable the Customer's software and/or hardware if any violations of the Agreement are detected. The suspension will continue until the Customer corrects the violations and will resume upon notification of the Contractor. The Contractor is obligated to notify the Customer of the reason for the suspension within 5 (five) business days of the action being taken. Suspension of services does not relieve the Customer from fulfilling their obligations under the Agreement, including payment for services already rendered.
- 5.3. Deletion of the computing environment or part thereof and/or the Customer's registration (login and password) and/or other Customer information without the possibility of recovery may only be carried out in the event of serious violations that cannot be eliminated.
- 5.4. The Contractor reserves the right to prohibit automated access to its services at any time and/or stop accepting automatically generated information if such actions violate the terms of the Agreement, the laws of the Republic of Kazakhstan, or pose a threat to the stability and security of the Contractor's systems. If prohibiting automated access directly affects the Customer's use of its services, the Contractor will notify the Customer of such measures.
- 5.5. With the Client's consent, the Contractor reserves the right to transfer service information sent by the web server to the Client's and/or their user's computer for storage in the browser ("cookies") and subsequently use it. The Contractor also allows certain companies, partners, or advertising services to use cookies on the Contractor's projects. In this case, the use of cookies by these companies is not covered by this Policy and is governed by the relevant policies of each of these companies. Use of the Contractor's web resources and applications may be considered consent.
- 5.6. The Contractor reserves the right to terminate connectivity with networks that violate the rules of interaction, including, but not limited to, illegal activity, security threats, violation of traffic exchange rules, or the use of malicious content. If such action affects the Client's services, the Contractor will notify the Client of the measures taken.
- 5.7. The Contractor reserves the right to send the Client informational messages related to the provision of services, updates, changes in operations, and other important notices. The Client has the right to opt out of receiving messages unrelated to the terms of this Agreement by submitting a corresponding request to the Contractor.
- 5.8. The Contractor reserves the right to unilaterally amend all of the restrictions and rules described. The current version of the Rules is always available on the Contractor's website.
- 5.9. Inaction on the part of the Contractor in the event of a violation by the Customer or its users of the provisions of these Regulations does not deprive the Contractor of the right to take appropriate actions to protect its interests later, and does not mean a waiver of the Contractor's rights in the event of subsequent similar or similar violations.