

TERMS OF USE

These terms of use are made on 23 February 2024 and constitute an agreement between you and Limited Liability Partnership V & Garnet (the "**Agreement**" or these "**Terms**") and define the use and access to the service, site and mobile application by you and your agents regardless of whether you paid for the use, are on a free trial, on a free subscription or any other use of the service.

1. GENERAL

- 1.1 **Purpose of Agreement.** By accessing to the site, mobile application you agree to be bound by the terms of this Agreement on behalf of yourself and your agents and others who use the service under your account.

Our service includes providing services to deliver data from websites and webpages (the "**Service**") available for you to convert it in PDF and other presentation formats to make it more presentable and visually appealing, to download and to use it only for internal business or personal purposes and in accordance with this Agreement (the "**Service Data**"). The Service Data includes information or data received from the Service Data or through the Service.

Internal business purpose means using the Service or Service Data internally within your organization and such use only includes (i) any use of the Service Data within your organization or to distribute the Service Data to your agents, consultants or other authorized by you parties for internal business purpose and when such distribution is allowed under any applicable law; (ii) any use to provide services or information to any third party to present your own materials aesthetically improved as a result of using the Service; and (iii) any use of the Service Data for analytical or any other internal purposes which are allowed under any applicable law.

Your use of the Service is subject to any additional rules, policies, and terms that apply to those services.

If you do not accept the terms of this Agreement, then you cannot not use the site, mobile application, the Service, information received through the Service and Service Data.

- 1.2 **Eligibility and legal use.** By creating an account, you represent that (i) you have authority to receive the Service and the Service Data; (ii) if any license or permit is required for your activity for which you may use the Service or Service Data, you hold such license or permit; and (iii) you have no intention to use the Service and Service Data for any illegal purpose.

By using the Service and Service Data you represent that (i) you will not violate any rules, laws or any third-party rights; and (ii) you will utilize the Service or Service Data legally in accordance with applicable laws and rules. It is up to you to determine the legality of the way you use the Service or Service Data. We will never knowingly build or host any data extraction, provide the Service that is obviously illegal.

You are responsible for all activities that occur under your account and any associated user accounts, and must ensure your users comply with this Agreement and the policies and rules. You are responsible for maintaining the security of the passwords associated with your account and user accounts; if you believe an unauthorized person has access to your password, account, or an associated user account, you must contact us immediately and change any compromised passwords.

- 1.3 **Disclaimer.** Any information, content, materials, products or services made available by us are on an "as is" basis, and we make no representations and warranties of any kind, expressed or implied, as to such information, content, materials, products or services. To the fullest extent permitted by law, we disclaim all warranties, express or implied, as to the Service and information we provide, including any implied warranties and fitness for a particular purpose or non-infringement of intellectual property rights.

- 1.4 **Indemnification.** You will defend, indemnify, and hold harmless us, our subsidiaries and our affiliates, and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a "Claim") against us from or related to: (i) your use of the Service, (ii) your use of third party data retrieved through the Service; (iii) any unlawful, improper or negligent use by anyone of any Service provided to you under the Agreement; (iv) your negligence or willful misconduct; (v) your extraction, storage, collection or usage of any personal data obtained (intentionally or non-intentionally) through the Service; or (vi) matters which you have expressly agreed to be responsible pursuant to this Agreement.

You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.

- 1.5 **Third party Sites.** This site, this mobile application or the Service may link to other websites operated by third parties. We have no control over these linked sites, each of which have separate privacy and data collection practices independent of us. We are not responsible for and do not endorse or accept any responsibility for the availability, content, products, services or use of any third party site, any website accessed from a third party site or any changes or updates to such sites. You acknowledge that you bear all risks associated with access to and use of content provided on a third party site and agree that we are not responsible for any loss or damage you may incur from dealing with such a third party site.

- 1.6 **Confidentiality.** In connection with your use of the Service, we may share with you information which is identified as confidential or that should reasonably be considered confidential ("Confidential Information"). You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You may use Confidential Information only in connection with your use of the Service. You will not disclose Confidential Information during the term of this Agreement or at any time during the 3-year period

following the termination of the Agreement, unless required by law. This applies to all Confidential Information in your possession, regardless of when or where you receive it.

- 1.7 **Permissions.** By using the Service, you give us permission to use your company's name and/or logo on our website and other marketing materials identifying you as one of our customers. No endorsement or affiliation is implied and your trademarks and copyrights remain your property.

2. SERVICE RULES

- 2.1 **License.** Subject to your compliance with the Agreement and your payment of any applicable fees, we grant you a limited, revocable, non-exclusive, non-transferable, and non-assignable license to access the Service without territorial restriction and to make use of the Service and Service Data for internal gathering and internal business or personal purposes and in accordance with applicable laws. We retain and reserves all rights not expressly granted in these Terms. You expressly acknowledge that we retain all worldwide rights, title and interest in and to the site, mobile application and Service, including all rights in patents, trademarks, trade names, copyrights, trade secrets, know-how, data (including all applications therefor), and all proprietary rights under the laws of any jurisdiction. You agree not to do anything inconsistent with such ownership, including without limitation, challenging the validity of the licenses granted herein.
- 2.2 **Third Party data.** All third party data is the property of the respective third parties. You agree and covenant to obtain all rights from owners of such third party data necessary for you to copy, store, link, or display such data. You should only use the third party data for legal purpose. If you externally link to or display third party data, you are required to comply with all policies, laws, rules and regulations applicable to such data.

We do not provide you with any rights, license, permissions regarding the data accessed through the Service, which may be subject to copyright or other intellectual property protection by third parties. We shall not be held liable for any claims by third parties arising from your use of the data presented through the Service or Service Data, nor shall we be liable for any alleged copyright/intellectual property infringement arising from your use of the third party data.

2.3 The following is not permitted in connection with the Service:

- use the site, mobile application, Service or Service Data for external business purpose; You are allowed to use them for internal business or personal purposes;
- use the Service or Service Data to link, upload, download, post, publish, store, transmit or otherwise make available files, materials, data, text, audio, video, images or other content that infringes on any third-party intellectual property rights, any patent, trademark, trade secret, copyright and other proprietary rights of any party;
- allow any third parties to use and/or access the site, mobile application or Service by using your user account. Use of the site, mobile application and Service shall only be possible on

the grounds of the license provided by us hereunder;

- use the site, mobile application, Service or Service Data in any way when the Service Data is comprised of any sensitive data, confidential data or data protected by the copyright or by other intellectual property right or any third-party right;
- take any actions which could lead to unauthorised use of the site, mobile application, the Service or Service Data;
- collect, transmit, extract or use in any other way personal data;
- modify, edit or use any process to amend, modify or edit data received through the Service which may violate any applicable rules and laws;
- erase watermarks, images, texts and other symbols in order to edit, modify, amend data received through the Service;
- use (distribute, present etc) the Service or Service Data in any fraudulent, unlawful manner or in violation of this Agreement;
- use (distribute, present etc) the Service Data for any illegal purpose, including to create a false impression that (i) the Service Data is owned by you or you have authorization to do so; (ii) you have a permit, license or authorization for any activity which might be required under applicable law; (iii) you represent a third party and have authority to represent a third party; or (iv) may lead to any violation of any applicable law;
- unauthorized use of the Service Data;
- use screenshots to collect or process personal data, copyrighted material, and/or illegal content;
- use the Service or Service Data in any manner that interferes with or disrupts the integrity or performance of the Service and its components; and
- license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service Data available to any third party, other than authorized agents in furtherance of your internal business or personal purposes as expressly permitted by this Agreement.

- 2.4 **User Activity.** You are solely responsible for the content of the Service Data and the way you use the Service Data. You agree that we will not be held responsible for legal liabilities incurred for your use or misuse of the Service Data.
- 2.5 **Suspension.** You acknowledge that the site, mobile application or the Service may not be available constantly. We may perform their planned or unplanned downtime in order to perform the inspection, maintenance, update or replacement of hardware or software. Their availability may also be limited due to other reasons, including but not limited to, power cuts, data network loss, other failures caused by third parties or caused to the devices of third parties or due to force majeure. We shall not be liable for the limitation of availability of the site, mobile application, the Service or the Service Data.
- 2.6 **Indemnification by us.** We will indemnify and hold you harmless from and against any claims against you by reason of (a) any gross negligence or wilful misconduct by us or (b) any material breach of the Agreement.

3. BILLING AND PAYMENTS

- 3.1 Within the scope of your user account, you may order a paid or unpaid license to use the site, mobile application and Service (monthly paid subscription) in compliance with the up-to-date information and prices provided for the Service or as agreed with us individually.
- 3.2 Payment will be charged to your payment method until you cancel your subscription unless stated otherwise. By entering the relevant details of your debit or credit card during the order-making process, you agree that the price of the ordered license or Service shall be deducted from the card. Your service will be billed each period based on the acquisition date and cost. You may cancel your subscription at any time, but the cancellation will not become effective until the end of the current billing period. You will not receive a refund for the current billing period.
- 3.3 All information provided by you in connection with a purchase or transaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your payment method used in connection with a purchase or with the Service. You will pay applicable taxes, if any, relating to your purchases.

We reserve the right to issue refunds at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future.

- 3.4 If you dispute any charge made for your use of the site, mobile application or Service, you must notify us in writing within fourteen (14) days of any such charge; failure to notify us shall result in the waiver by you of any claim relating to any such disputed charge. Charges shall be calculated solely based on invoicing records maintained by us for purposes of billing.

4. NO WARRANTY

- 4.1 We do not warrant that the Service will meet your business, personal or other requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any

content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Service.

- 4.2 YOU AGREE THAT YOU ARE MAKING USE OF THE SERVICE AT YOUR OWN RISK, AND THAT THE SERVICE IS BEING PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL EXPRESS OR IMPLIED WARRANTIES, TERMS AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5. LIMITATION OF LIABILITY

- 5.1 EXCEPT FOR ANY INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, (i) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THESE TERMS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND (ii) OUR AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT PAID TO US BY YOU FOR THE SERVICE GIVING RISE TO THE CLAIM.
- 5.2 Each party acknowledges that the other party has agreed to these terms relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. Without limiting the foregoing and except for payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake or other acts of God, labour conditions, and power failures.

6. PERSONAL DATA

- 6.1 Personal data protection is regulated by the Privacy Policy available to you on the site, mobile application.
- 6.2 We may use your email address to send you other messages, including information about the site, mobile application, Service, updates, news, events, special offers and marketing and other promotion materials.
- 6.3 You warrant and undertake that you do not collect, process, transfer and/or use of personal data arising from your use of the Service. Without prejudice to other provisions of this Agreement you are solely responsible for any personal data you collect through your use of the Service, and you shall comply with the relevant data protection laws and any and all applicable laws or regulations with regard to the collection and storage of personal data and any notification requirements.

7. INTELLECTUAL PROPERTY

- 7.1 The Service is protected by copyright and other intellectual property laws. You agree that title to and ownership of the Service, in any form, shall at all times and in any event be held exclusively by us. You shall be entitled to only such rights with respect to the Service as are specifically granted in this Agreement.
- 7.2 We may use trademark, trade name, or service mark, which belongs or is licensed to the other party, without the prior written approval of such party but only for the marketing purposes of its Service when the other parties' trademark, trade name or service mark might be used as an example of our clients.

8. TERMINATION

- 8.1 Either Party may terminate the Service within fourteen (14) days from the date of a written notice to terminate which shall be sent to other Party prior to intended termination.
- 8.2 We reserve the right to modify, suspend or terminate the Service (or any part thereof), your account, or your and/or agents' rights to access and use the Service immediately, and remove, disable and discard any Service Data if we believe or suspect (without providing any justification of our belief) that you or your agents have violated or will likely violate the Agreement or any applicable laws and/or engaged in any fraudulent behavior. Unless legally prohibited from doing so, we will use commercially reasonable efforts to contact you directly via email to notify you when taking any of the foregoing actions. We shall not be liable to you, your agents, or any other third party for any such modification, suspension, or discontinuation of your rights to access and use of the Service. Any suspected fraudulent, abusive, or illegal activity by you or your agents may be referred to law enforcement authorities at our sole discretion.

9. GOVERNING LAW

- 9.1 This agreement shall be governed by and construed in accordance with the Acting laws of Republic of Kazakhstan.
- 9.2 Any dispute arising out of or in connection with this Agreement, including any question concerning its existence, validity, formation or termination (**a "Dispute"**), will be submitted to and finally resolved in the Court of the Republic of Kazakhstan.

10. MISCELLANEOUS

- 10.1 This Agreement supersedes any prior agreements or understandings between the parties and constitutes the entire Agreement between parties related to this subject matter. All attachments to the Agreement are hereby incorporated into the Agreement by this reference.
- 10.2 You consent to receive communications from us electronically, including through e-mails, text messages, in-app push notices, notices and messages or in your other communications made available to you on a desktop or mobile device. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that

such communications be in writing.

- 10.3 Neither party is the agent or legal representative of the other party, and this Agreement does not create a partnership, joint venture or fiduciary relationship between the parties. Neither party shall have any authority to agree for or bind the other party in any manner whatsoever. This Agreement confers no rights, remedies, or claims of any kind upon any third party.
- 10.4 We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. We will notify you prior to the effective date of any such amendment and your continued use of the Service following the effective date of any such amendment may be relied upon by us as your consent to any such amendment. Our failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.
- 10.5 If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.