**PUBLIC OFFER (OFFER) OF RENDERING**

**ELECTRONIC SERVICES** **SIRIUSAI.APP**, SIRIUSAI.KZ

Date of last update: 07.02.2022

Permanent links to the current editions:

Public offer of SIRIUSAI.APP, SIRIUSAI.KZ electronic services (this Offer)

<https://sirius-ai.online/offer-agreement>

User Agreement https://sirius-ai.online (Agreement):

<https://sirius-ai.online/user-agreement>

Privacy Policy (Annex to the Agreement):

<https://sirius-ai.online/privacy-policy>

Cookie Policy (Annex to the Agreement):

<https://sirius-ai.online/cookie-policy>

Service Terms of Use (Annex to the Agreement):

<https://sirius-ai.online/rules>

This Offer is an official offer of ASAP Consulting Inc., which operates the Site (hereinafter - the Company), on the one hand, to any person who intends to use the Site, regardless of the purpose and type of use, on the terms indicated in the Offer and the Agreement (hereinafter - the User), on the other hand,

to read the User Agreement SIRIUSAI.APP and SIRIUSAI.KZ (hereinafter - the Agreement) and its appendixes, and fully and unconditionally accept them by accepting the Offer, thus making the Acceptance of the Offer.

**PREAMBLE**

In accordance with this Offer, the Company initially provides Users with an opportunity to get acquainted with the available general content of the Website (hereinafter - the General functionality of the Website) by giving Users an opportunity to perceive the information reproduced by the Company on the Website.

Additionally, the Company provides an opportunity to use the functionality of the Site, which is available only to Users with a personal account, by providing technical capabilities to use the Service (hereinafter - the Main functionality of the Site), the order and conditions of which are regulated by the Agreement and the Rules of service use (hereinafter - Rules), which are integral annexes to the Agreement, reference to the current version of which is provided in the Offer.

The Parties hereby confirm that the User, who uses the Website, is considered to be acquainted with the terms of the Offer and its Annexes in full, and fully and unconditionally accepts their terms. In its turn, the Company undertakes to provide Users with permanent access to the Agreement and its annexes by providing access to them at the Website at the addresses specified in the Offer.

Any User, who does not fully or partially agree with the terms of this Offer, the Agreement and/or its Annexes, is not entitled to use the Website, the Service, and is obliged to stop such use immediately.

**TERMS AND DEFINITIONS**

"Offer" - this contract offer, which the Company makes to anyone who is interested in using the Site in any way and for any purpose, containing all essential terms required for this type of contract, together with the Agreement, which regulates the order and conditions of use of the Site by Users.

"Acceptance" - User's response or performance of actions by User indicating full and unconditional acceptance of the terms of the Offer, including that User has fully read and unconditionally accepts the terms of the Offer, the Agreement, its appendices, located on the Site, such as:

browsing the Site;

Using the Common Functionality of the Website;

use of the Main Functionality of the Site.

"Company" - ASAP Consulting INC.

"Company-Partner" - is a legal entity with which the Company has reached all necessary agreements regarding mutual performance of obligations specified in user agreements, their annexes, as well as other documents of the Company and Company-Partner, as well as recognition of legal circumstances and uniform understanding of legal construction terms introduced.

"Parties" - the Company and User are jointly recognized as the parties to this Offer.

"User" - is a natural person, who has no legal restrictions for acceptance of this Offer, acting on his own behalf and in his own interests, or in the interests of third parties (at that, the person guarantees that he/she has appropriate powers), making use of the Website, any services, functions and/or features of the Website. If the User is underage in his/her country of residence, such User must provide additional documents from his/her legal representatives expressing their consent to enter into this Agreement and make transactions. Otherwise (including in the absence of legislative regulation of such legal relations) the User cannot accept this offer and, as a consequence, use the Site.

"Site" means a set of information, web forms, software and hardware and intellectual property objects (including, computer program, database, Site Content), access to which is provided from User's devices through special software for viewing web pages (browser) by domain name:

SIRIUSAI.APP and SIRIUSAI.KZ (equal to http(s)://siriusai.app, http(s)://siriusai.kz, with/without using the abbreviation "www"), including all subdomains, the exclusive rights and/or the right to use which belong to the Company. Depending on the choice of the country (the Russian Federation or the Republic of Kazakhstan), the user gets access to the relevant site.

"Use of the Site" means the following ways of using the General Functionality of the Site and/or the Main Functionality of the Site by the User, by granting a personal royalty-free simple (non-exclusive) inalienable license of the Company to the User in the specified limits, for the term and within the territory in which the Site remains available to the User, limited by the legal standards and terms of the Agreement and its appendix:

By reproducing the graphical part of the interface, the Content of the Site on the screen of the Device, in order to access the services, functions and/or features to be used for their intended purpose, as provided by the explicit user functions provided by the Company to Users, as well as the Agreement, the Rules and Annexes thereto;

Use the available functionality of the Site in accordance with its intended purpose.

"Website Content" means a set of intellectual activity results (IAIs), as well as each IAI individually, representing the following information content, including, but not limited to: any text information, images, photos, links, video recordings, audio recordings, and so on, the right holder of which is either the Company or other Users (if such IAIs became available for perception by third parties by the actions of such Users) in relation to:

Website;

Service.

"Processing of Personal Data" - any action (operation) or a set of actions (operations) performed with or without the use of means of automation with Personal Data, including the collection, recording, systematization, accumulation, storage, clarification (update, change), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, removal, destruction of Personal Data.

"Device" means various mobile communication devices (cell phones, tablets and their analogues), or other devices emulating their use, as well as computers, laptops and their analogues connected to the Internet, the right to use which belongs exclusively to the User, and the User guarantees no access to such devices by third parties.

Terms and definitions used in the text of this Offer, and which are not defined in this section, are understood in the meaning given to them by the Agreement, Rules of the service use, reference to the current edition of which is given in this Offer, unless otherwise defined herein, and, lastly, by the generally accepted meaning.

**THE SUBJECT OF THE OFFER**

In accordance with the Offer, the Company provides Users, who accept the Offer, with the right to use the Website under the terms and conditions provided by the Offer, the Agreement, its Annexes and Rules.

When User performs acceptance in the above procedure, it is deemed that:

User has read, agreed to and accepted the Company's offer;

The acceptance from the User is received by the Company in full;

The contract-proposal is concluded, does not require bilateral signing and is valid in electronic form;

The written form of the transaction is observed.

There is an understanding between the Parties that the Agreement regulates:

the order of Use of the Site by Users in the part that such order is not regulated by this Offer and the Rules.

The Company has the right to withdraw its offer to join the Offer at any time, but it is not the basis for cancellation of the Company's obligations to the Users, who have already joined the Offer.

The Website may be temporarily unavailable, in part or in full, and, accordingly, use of the Website may be temporarily suspended, in part or in full, due to maintenance or other work, as well as for any other reasons of a technical nature. The Company reserves the right to perform necessary preventive or other maintenance works from time to time with or without prior notice to Users.

**GENERAL DESCRIPTION OF THE WEBSITE FUNCTIONALITY**

Both the functionality of the Website listed in the Offer, which description and purpose is defined according to the Agreement, and the functionality not listed in the Offer, but actually available to User at the moment of using the Website (excluding errors), and the implementation of which in the way provided by the Company allows to define (assume) its purpose, are available to Users who have expressed their Acceptance of this Offer.

Description of the General functionality of the Site available to Users:

Users without an Account are able to use the Site Content under the terms of the Agreement, except for the Site Content available to Users with an existing Account.

Description of Basic Site Features Available to Users:

Users with an existing User Account have access to the General functionality of the Site, and may also use the Core functionality of the Site, subject to the terms and conditions set forth in the Agreement and the Rules.

The Site's Main Functionality means ensuring the technical capability of using the Service for Users, according to the terms of this Offer, the Agreement and the Terms.

**RIGHTS AND OBLIGATIONS OF THE PARTIES**

The Company undertakes:

To act openly, in good faith, not to violate the terms of this Offer and the Agreement.

Do its best to provide User with permanent access to the Website in order to use the Website by User in the amount, order and on terms stipulated by the Agreement.

Comply with protection of Users' personal data in an amount, not less than in accordance with applicable law.

Perform other obligations, stipulated by this Offer, the Agreement and appendices to it, or applicable law.

Company has the right to:

Suspend providing Users with permanent access to the Site (or separate functions and/or services) to the extent, in the manner and on the terms stipulated by the Agreement, in case of malfunction or restriction of access due to maintenance, modifications, removal, extensions or introduction of additional functions, or due to system failures on the Internet (including the server), in case of force majeure or other circumstances. Thus, the Company does not guarantee any particular function of the Site and is not responsible for the complete or partial failure of any particular function.

At any time unilaterally and without having to give appropriate notice to the User and obtain any approval from the User:

delete and/or make changes to the sections of personal account, the Service, as well as the functionality of the Site.

Transfer its rights and obligations under this Offer to a third party.

Exercise other rights provided by this Offer, Agreement, its Annexes, or applicable law.

User undertakes:

Act openly, in good faith, not to violate the terms of this Offer and the Agreement.

Independently check the Agreement as well as all appendices to it for changes. User's failure to familiarize himself with the Agreement and/or the amended version of the Agreement and its annexes may not serve as the ground for non-performance by User of his obligations and his failure to comply with limitations set forth in this Offer. Actual use of the Site by the User after amendments to the terms of the Agreement and its annexes means the User's consent to the new terms.

Fulfill other obligations stipulated by the Agreement, its annexes, or applicable law.

User may:

Terminate this Agreement of Offer, by sending a written notice to the technical support of the site with a request to delete the account. Deletion of the account automatically confirms termination of the Agreement, at that the sum paid by the User is not subject to refund.

Use the Site, the Content of the Site and the Service in the amount, manner and on the terms specified in the Agreement and the appendices to it.

Exercise other rights provided by the Agreement, its Annexes or applicable law.

The User is not entitled:

Use the Main Functionality of the Site without meeting the requirements of the Terms of Access to the Service.

Use the Website, the Website Content, the Service, except to the extent, in the manner and under the terms specified in this Offer, the Agreement, its Annexes, without direct written permission from the Company.

Allow third parties to use personal accounts. User is fully responsible for the safety of the data required to enter the Personal Area, choosing the method of their storage. In this case, any action taken using the Personal Cabinet of the User, is considered to be committed by the relevant User.

Distribute, sell, translate, modify, reverse engineer or reverse compile or decompile, disassemble or create derivative works from the Site, the Site Content.

Attempt to obtain non-self-executing, non-self-executing, non-self-executing

Make attempts to gain unauthorized access to other computer systems or networks to which the Site is connected.

Interfere with or take actions that will interfere with or disrupt the Site or the servers that host the Site.

Use any framing technology, using materials of the Site.

Use any meta-tags, pay-per-click advertising model, any "hidden text", deeplink-links referring to the Site.

Bypass any encryption or other means of security used on the Site (including the use of data belonging to another User to gain access to another User's personal account).

Use "data mining" (data mining), "scraping" or similar tools to collect and extract data from the Site.

Sell, rent, lease, transfer, distribute, use as a service or otherwise transfer to third parties’ access to the Site, which is provided to the User under the terms of this Agreement.

Make any modifications to the object code of the Site and its components.

Perform any other actions that can adversely affect the correct operation of the Website and Service, as well as the reputation and good name of the Company, its managers, employees, customers and other Users.

Perform in relation to the Site and the Service other actions which violate norms of applicable law as well as international norms of law on copyright and the use of software tools.

**EXCLUSIVE RIGHTS**

The Site and the Site's Content are subject to the exclusive rights of the Company and / or other rights holders, all rights to these objects are reserved.

The User agrees and fully acknowledges that all exclusive rights and/or necessary licenses to the software, constituting elements of the Website and the Website Content, and/or used for their administration and functioning, including audiovisual works, as well as graphic design, photos, animations, video clips, sound records, sound effects, music, text content, belong to the Company, or its contractors, except for materials, posted by the Users.

The present Offer does not provide assignment of any exclusive rights or granting of an exclusive license for any components of the Website, the Website Content from the Company to the User.

**SERVICE COST**

The cost of providing services is indicated on the site SIRIUS-AI.ONLINE and is formed depending on the chosen tariff.

**GUARANTEES AND RESPONSIBILITY**

Liability of the Company:

To the maximum extent permitted by applicable law, the User agrees that the Company, its affiliates, agents and their officers, directors, employees shall not be liable for any claim, loss or damage, including consequential or special damages, lost profits or otherwise, arising from the use of the Site. To the maximum extent permitted by applicable law, the User hereby waives any claims arising on contractual, tort or other grounds.

The Company shall have no obligations or liability in connection with the quality of User's access to the Internet and the quality of Internet connection, as well as in connection with the presence/absence of User's equipment and software for Internet access and the quality of such equipment and software.

The Company shall not be liable for failures or other problems in telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, or for failures in the operation of email or scripts (programs).

User acknowledges that by using Site sends information to Company via unsecured public computer network electronic communication channels, and Company is not responsible for safety of information transmitted via such public network electronic communication channels.

The Company is not responsible for any delays, failures, incorrect or untimely delivery, deletion or loss of any user data or other information transmitted by the User to the Company, including using the available functionality of the Site, the Service. By performing the above actions, the User guarantees that he/she has backup copies of all the information sent.

The Company shall not be liable to the User for any damages, forced interruptions in business activity, loss of user and other data, for expenses (real, indirect, mediated), incidental damages, lost profit, lost income, caused by the use and/or related to the use of the Site by the User.

The Company shall not be liable to the User for any losses caused by possible errors and misprints on the Site. However, the Company shall take reasonable steps to prevent and correct such errors and misprints.

**APPLICABLE LAW AND DISPUTE RESOLUTION**

Applicable law to relations of the Parties under this Offer \_\_\_\_\_\_\_\_\_.

The claim procedure for settlement of disputes under the Agreement shall be binding upon the Parties. The claim consideration period shall be 60 (sixty) calendar days from the date of receipt of the claim. The proper procedure for sending a claim is to send a duly executed and signed claim by an authorized person through the courier service to the address of the other Party specified in the Offer (in respect of the Company), or through the contacts available in the User's personal account (in respect of the User).

If the Parties fail to reach a pre-trial agreement on dispute resolution, the dispute shall be referred to the competent court in accordance with the laws of the Republic of Kazakhstan.

**CONFIDENTIALITY**

All the information which becomes known to any of the Parties as a result of accession of the User to this Offer, including that about organizational and management structure of the other Party, about business partners and counterparties of the other Party, and about existing contractual relations between them, about marketing and business policy of the other Party, about property status of the other Party, etc., shall be deemed a commercial secret. Each Party undertakes not to disclose any information constituting a trade secret of the other Party or its counterparties during the performance of the Agreement and within 3 (three) years after its termination other than solely by agreement with the other Party. Each Party shall observe the same high degree of secrecy in order to avoid disclosure or use of the other Party's information as it would observe in respect of its own information, which is a trade secret.

Each Party shall immediately notify the other Party in writing of all attempts by unauthorized persons to gain access to the other Party's trade secret information that it becomes aware of.

In case one of the Parties discloses information that constitutes a trade secret of the other Party or its counterparties, the Party, which disclosed the information that constitutes a trade secret, shall be liable in accordance with applicable law.

**FINAL PROVISIONS**

This Offer comes into effect for the User from the moment of its accession to it by way of accepting the Offer, and is valid for the entire period of use of the Website. After User's signing this Agreement, all prior negotiations on the same subject matter between the same persons, correspondence, preliminary agreements and protocols of intentions regarding the Agreement in any way become null and void.

Recognition of any provision of this Offer as invalid or unenforceable and its cancellation shall not affect the rest of its provisions, and such invalid/unenforceable provision shall be replaced by a valid/enforceable and legally relevant provision, as close as possible to the original version of the Offer in its economic content, meaning and effect.

Condition on the priority of information:

In order to facilitate Users' perception of the provisions of this Offer, the Rules, other annexes to the Agreement, the Company may also post information that relates to the functionality of the Website, rights and obligations of the Parties during the User's Use of the Website, in any of the sections of the Website, including in personal account. In case the specified information contradicts to conditions of this Offer, the Agreement, the Rules, and other appendices to the Agreement, the Parties agreed to give preference to: the information, posted in the Agreement, the Rules, and other appendices to the Agreement.

**CONTACT INFORMATION**

Users can contact the Company by sending an email to info@ilegalcenter.tech for more information and sending requests for support service.

Нужно ли здесь указывать место проведения STO?