

USER AGREEMENT (PUBLIC OFFER)

Revision from 11.09.2023.0..2023 жода.

1. GENERAL PROVISIONS, TERMS AND DEFINITIONS

1.1. This User Agreement (hereinafter referred to as the "Agreement") is a legally binding agreement concluded between **the Individual Entrepreneur "Tamasha Trade Company"** (hereinafter referred to as the "Administration") and you as an individual, hereinafter referred to as the "User", and regulating the procedure for providing "Services" to Users <https://resumekerek.com/> (hereinafter referred to as the Site).

"Site" - a collection of software and hardware located on the Internet at <https://resumekerek.com/>, which provides information and technological interaction between the Administration and Users.

"Services" - for the purposes of this Agreement, services may mean both providing access to the functionality of the Site, and the functionality of the Site itself (its parts), mediating its consumer (economic) value for the User.

"User" or "Customer". A user under this Agreement is an individual who accepts the terms of this Agreement by continuing to use the Site's functionality.

"Personal account" - a set of protected Site pages created as a result of paying for the full functionality of the "Service" for compiling a resume, by entering credentials in the fields provided for this purpose on the Site.

"Service" - the "Resume" constructor, which provides the user with the opportunity to enter the necessary information in the fields provided for this purpose on <https://resumekerek.com/resume-builder> and automatically create a Resume using the resume blocks form, select a template and download the resume, at the User's discretion.

"Summary". When using the Service, a Resume is automatically created using the data provided by the User. The user can access the Service only after filling out the main form.

"Agreement" means this User Agreement, which is a public offer.

1.2. In accordance with Article 396 of the Civil Code of the Republic of Kazakhstan, this Agreement is recognized as a public offer. Posting this Agreement on the Site is equivalent to receiving a public offer by the User.

1.3. The User Agreement is considered concluded from the moment of familiarization with the terms of the Agreement and the User expresses consent to its terms when performing any User actions on the Site and/or when performing actions aimed at further using the Site's functionality and/or from the moment of making payment for the service in the Resume Compilation Service.

By continuing to use the Site after this Agreement comes into force, the User agrees to transfer their personal data collected while using the Service on the Site to the Site Administrator.

1.4. By paying for the Service or Service on the Site or continuing to use the functionality of the Site, the User confirms that he has read, understood and agrees to comply with the terms of this Agreement, that is, expresses full and unconditional acceptance of the terms of this Agreement (acceptance) in accordance with Article 396 of the Civil Code of the Republic of Kazakhstan.

1.5. If the User has not reached the age of 18 or the age of majority in accordance with the legislation of their country, their parents or other legal representatives must read this Agreement, as well as the Site's Terms of Use and Privacy Policy, and use the Site's Service and Services.

When using the Site and its Service on the Site, the User confirms that they (their parents or other legal representatives) have read, understood and agree to all the terms of this Agreement, as well as the Site's Terms of Use and Privacy Policy.

If you (your parents or other legal representatives) do not agree with the terms of this Agreement, the Terms of Use of the site or the Privacy Policy, please leave this Site, do not use it, do not use the Service and do not make payments for services provided on the Site.

1.6. This Agreement may be amended and / or supplemented by the Administration unilaterally without any special notice to this effect. The new version of the Agreement comes into force from the moment it is posted on the Site, unless otherwise provided by the new version of the Agreement.

The Administration recommends that Users regularly check the terms of this Agreement for changes and / or additions. Continued use of the Site by the User after making changes and/or additions to this Agreement means acceptance and consent of the User with such changes and / or additions.

1.7. The User agrees not to take any actions that may be considered as violating the legislation of the Republic of Kazakhstan or the norms of international law, including in the field of intellectual property, copyright and / or related rights, as well as any actions that lead or may lead to a violation of the normal operation of the Site and the Service.

2. SUBJECT OF THE AGREEMENT.

2.1. When using the Service, a Resume is automatically created using the data provided by the User. The User can get access to the Service after filling out the main form of the Service.

2.1.1 Summary compilation is available only within a single Session (A Web server session is a method of storing information in session variables that can be used for authentication on multiple web pages. Unlike cookies, session information is not stored on the user's computer.

Instead, the session creates a file on the server in a temporary directory. This information stored during the session is available for all web pages of the resource).

The information you fill out in the Service will be available within your browser. If you close the Internet browser and open it again, the information in the filled-in fields will be available and you can continue working on your resume.

2.2. The User agrees that he will be solely responsible for all actions performed in the Service and maintain the security and secrecy of access to the Personal Account.

2.3. The User must not grant access to the User's Account to third parties and must immediately notify the Site Administration of any security breach or unauthorized use of your Account that you have become aware of.

2.4. The User confirms that any information in the Resume is accurate, complete and reliable (including payment details).

3. PROCEDURE FOR PROVIDING SERVICES WHEN USING THE SITE'S SERVICE

3.1. Subject to Payment for our Service, the Site grants the User permission to use the Site's Service in accordance with this Agreement.

3.1.1 After paying for a Subscription to the site's functionality, the User is automatically granted access to various paid resume templates.

3.1.2 In case of unforeseen situations and inability to use the Site's functionality after Payment, you need to log in to the User's Personal Account yourself by entering the username and password that were used when registering on the site.

3.1.4 Access to the User's Personal Account is made from any page of the Service. To log in to the User's Personal Account, click on the "Log In" button in the top menu of the Service and enter your Username and Password in the window that opens.

3.2. If you do not pay for our Service, we may grant the User access to the Service with limited functionality. The user will be able to create a Resume in the Resume Compilation Service and upload a template in PDF format and edit it.

3.3. The User will be granted a non-exclusive, non-transferable, non-sublicensable, revocable license to use our software as part of the Service.

3.4. The Service is provided to the User for creating a resume, and the Site Administration reserves all rights to the System that are not explicitly granted to the User in accordance with this Agreement. Access to your Merchant Profile does not grant the User any rights or permissions for the following actions:

- a) Circumvent any technological protection and security measures in the System or Service;
- b) Hack, dismantle, decompile, decrypt, emulate, operate, or reverse engineer the System or other Service component that is part of or accessible through them, unless such action is expressly permitted by applicable copyright law and only to the extent permitted;
- c) Copy, borrow and/or lease, publish, sell, export, import, distribute or make available the System or Service;
- d) Transfer the System, any software licenses, and any rights to access or use the Service;
- e) Use the Site's Services in any unauthorized way (including in violation of this Agreement) or in any other way that may prevent someone else from using them.

3.5. The Site Administration has the right to immediately terminate, suspend, revoke or restrict the User's rights to use the System or Service at any time without penalty in order to protect our legitimate business interests.

3.6. Despite the fact that the Site Administration will make reasonable efforts to ensure the constant availability of the Site Service, downtime, interruptions, disconnections and/or interruptions may occur from time to time in the Service, and the User agrees that the Site Administration is not responsible for any such cases, regardless of the reason for which the Site is located. what is the reason and how they occurred.

3.7. The User agrees that the Site Administration may at any time carry out or launch scheduled or unscheduled maintenance of the Service, which may affect the availability of the Site Service.

4. USE OF THE SITE'S SERVICE BY THE USER

4.1. Unless explicitly stated otherwise in the Service description, the Site Administration does not control, verify, edit or monitor the use of the Service by the User or any Summaries created as a result of your use of the Service.

4.2. The User agrees that the Site Administration does not depend on the accuracy, reliability, quality, honesty or integrity of any CV created as a result of your use of the Service.

4.3. The Site Administration cannot guarantee that the use of the Service will improve the User's chances, prospects or abilities in relation to obtaining a job or employment.

5. CHANGES IN THE SERVICE

5.1. Without restrictions on the Service, which the Site Administration may implement, modify or delete, our Service includes:

- a) Creating a resume;
- b) Filling out a resume;
- c) Selecting a resume template

5.2. The Site Administration may change any of the functionality in order to:

- a) Reflect changes in the relevant laws and regulations;
- b) Implement technical changes, new features, and improvements to the Service.

6. USER-GENERATED CONTENT

6.1. When using the Service, the User may store and upload created content (hereinafter referred to as "Content" in the Agreement).

6.2. The Site Administration does not claim ownership of the User Content. User-generated Content remains User-generated, and only the User is responsible for it. By this Agreement, the User fully releases the Site Administration from any liability with respect to User Content.

6.3. By uploading User Content to the Site, the User automatically and irrevocably:

- a) grants the Site Administration a perpetual, transferable, free, worldwide license with the right to sublicense, use, copy, modify, create derivative works, distribute, publicly display and otherwise use User Content in any formats and through any distribution channels that are currently known or will be developed in the future, without the need for additional permission, notification or receipt of consent from the User, as well as the need to pay to the User or any other individual or legal entity;
- b) waive all moral rights to User Content that may be available to the User in any part of the world, and confirm that such rights have not been claimed;
- c) appoint the Site Administration as the User's representative, who has full authority to conclude any documents and / or perform any actions that we deem appropriate to confirm the license, consent and refusal set out above;
- d) guarantee that the User is the owner of the User Content and has the right to accept these Terms and Conditions, and that the User Content does not infringe the property rights or privacy rights of any third party; and

e) confirm that the User Content is not subject to any non-disclosure obligations or other obligations, and that we are not responsible for any use or disclosure of such User Content.

7. RULES FOR USER-GENERATED CONTENT

7.1. User Content must not infringe any intellectual property or other rights of any legal entity or individual, including infringing anyone's copyrights or trademarks;

7.2. User Content must not be aggressive, slanderous, obscene, pornographic, racist, violent, discriminatory, discrediting, threatening or offensive;

7.3. The User Content must not be humiliating, belittling or otherwise portray in a negative light any person represented in it;

7.4. User Content must not violate any law, regulation, rule or code of conduct;

7.5. User Content must not impersonate the User as another legal entity or individual, or misrepresent your relationship with any other legal entity or individual, or otherwise manipulate titles or identifying data in order to conceal the origin of the content.

7.6. The User is prohibited from introducing or using programs containing viruses, "worms" and/or "Trojans", or any other computer code, files or programs designed to disrupt, overload, crash, destroy or limit the functionality of any computer software or hardware, or means of communication;

7.7. The User is prohibited from copying any other pages or images on the Site, except in cases where the User has the appropriate authority to do so;

7.8. The User agrees to protect and release the Site Administration from liability for all and any losses, losses, claims and obligations that may arise from the Site Administration as a result of or in connection with the User's violation of this Clause 7 of this Agreement.

8. PAYMENT TERMS

i. 8.1. The User agrees to pay for using the full functionality of the Site's Service. The cost of payment for using the full functionality of the Site's Service, providing access and **creating a resume with Subscription access is:**

- Monthly subscription: 10000 tenge / 2125 rubles / 158 yuan;
- 3-month subscription: 50,000 tenge / 10,635 rubles / 798 yuan
- Annual subscription: 100,000 tenge / 21275 rubles / 1588 yuan

8.2. When creating your Resume, the User agrees to provide **the Freedom paybox money** service with valid, up-to-date and complete payment and contact information.

8.3 As a result of Payment, the user is granted access to paid templates for the selected subscription period.

8.4 After Payment, the user is sent information about successful payment to the specified Email address in the Service6.

9. INTELLECTUAL PROPERTY AND RIGHTS

9.1. Without limiting the User's ownership of User Content, the Site Administration owns all intellectual property rights and property rights in relation to:

a) Services, Site and System;

b) Any content uploaded and posted by the Site Administration, including, but not limited to: templates, samples or document designs available when using the Site's Services, as well as any other content posted on our Service, Site or System (hereinafter referred to as "Materials").

9.2. The User's right to use the Service, the System, the Site and any posted Materials or other content depends on the User's compliance with this Agreement. Changing or using the Materials or any other content posted on this Site for any purpose not permitted by this Agreement is a violation of the intellectual property rights of the Site Administration and is prohibited.

9.3. The User may copy, access, download and display the Materials and all other content displayed on this Site for non-commercial, personal, entertainment use. The Materials and all other Content posted on this Site may not be copied, reproduced, republished, uploaded, displayed, published, transmitted, distributed, licensed or used in any other way, except in cases where the Site Administration gives special permission to do so.

9.4. For the avoidance of doubt, the User should not:

a) Make changes to any Materials uploaded through the Service, except in cases where this is explicitly permitted during normal use of the Service;

b) Create, produce or facilitate the creation of any designs, samples or templates of documents, or other similar materials that are similar to or derived from the Materials.

10. LIABILITY OF THE PARTIES

10.1. The responsibility of the Site Administration in relation to the User's use of the Service, System, Site and/or Materials should not exceed the amount of Payment paid by the User immediately preceding the first event that served as the basis for the User to file a claim against the Site Administration.

10.2. The Site Administration is not responsible for any indirect or subsequent losses or damages incurred by the User, regardless of how they arose.

10.3. The Site Administration is not responsible for any loss of profit, expected savings, business opportunities, reputation, loss or damage to data and/or loss of employment or employment opportunities, regardless of whether they are direct or indirect and whether they can be foreseen and/or prevented.

10.4. The Site Administration is not responsible for non-fulfillment of this Agreement, which occurred as a result of events beyond the control of the Site Administration.

Events beyond the control of the Site Administration include, but are not limited to: disruption or failure of the Internet or network connection, telecommunications failures, power outages, domestic problems, mobilization, war, traffic, strikes, supply stoppages, natural disasters, and any changes in circumstances or decisions of third parties (for example, potential employers).

11. GUARANTEES OF THE PARTIES

11.1. Nothing in this Agreement affects any legal rights that the User has as a consumer and that the User cannot change or cancel in a contractual manner.

11.2. Despite the fact that the Site Administration makes reasonable efforts to update all information provided by the Service, the Site Administration does not give any representations, warranties or guarantees, both express and implied, that such information is accurate, complete and up-to-date.

11.3. The Site Service (including the System) is provided "as is" and "as available", and, in particular, the Site Administration does not give any guarantees or representations that:

- a) The use of the Service will meet the User's requirements and expectations;
- b) The service will be available.
- c) The User's use of the Service will be uninterrupted, timely, safe, reliable and/or error-free;
- d) Defects of various kinds and nature in the operation or functionality of the Service will be corrected.

11.4. Except as expressly provided in this Agreement, no implied warranties or other conditions, including any implied conditions relating to satisfactory quality or fitness for a particular purpose, apply to the Service or its use by the User.

12. SERVICE VALIDITY PERIOD

12.1. This Agreement comes into force from the moment you start using the Service.

12.2. The Site Administration may terminate the User's use of the Service and/or the System immediately, without prior notice:

- a) If the User violates these Terms and Conditions;
- b) If the Site Administration has reason to suspect that the User's use of the System or Service is illegal or discredits us;
- d) If the Site Administration considers that by law the Site Administration is obliged to stop User use of the System or Service;
- e) If the Site Administration terminates the System or Service; or
- f) to protect the legitimate business interests of the Site Administration.

12.4. Upon termination of use for any reason, all rights granted to the User under this Agreement are immediately revoked, and the User must immediately stop all actions permitted by this Agreement (including the use of Site Materials).

Site Administration:

Individual Entrepreneur "Tamasha Trade Company"

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