

USER AGREEMENT (PUBLIC OFFER)

Revision dated 09/27/2023 .

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 ”** (Further - “Administration”) and you as an individual, hereinafter referred to as the “User”, and regulating the procedure for providing “Services” to Users of the site <https://resumekerek.com/> (hereinafter referred to as the Site).

“**Site**” is a set of software and hardware located on the Internet at <https://resumekerek.com/>, providing information and technological interaction between the Administration and Users.

“**Services**” - in relation to this Agreement, services may mean both providing access to the functionality of the Site, and the functionality of the Site (its parts) itself, 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 functionality of the Site.

“**Personal Account**” is a set of protected pages of the Site, created as a result of paying for the full functionality of the “Service” for creating a resume, by entering credentials in the fields provided for this on the Site.

“**Service**” is a “Resume” constructor, which provides the user with the opportunity to enter the necessary information in the fields provided for this on the Site page <https://resumekerek.com/resume-builder> and automatically create a Resume using the form of resume blocks, selecting a template and downloading the resume , at the discretion of the User.

“**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**” - this User Agreement, which is a public offer.

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

1.3. The User Agreement is considered concluded from the moment of familiarization with the terms of the Agreement and the User’s expression of consent to its terms when carrying out any actions of the User on the Site and/or when the User performs actions aimed at further using the functionality of the Site and/or from the moment of payment for the service in the Compilation Service Summary.

By continuing to use the Site after this Agreement comes into force, the User confirms his consent to the transfer of his personal data collected when using the Service on the Site to the Site Administrator.

1.4. By paying for the 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, he expresses full and unconditional acceptance of the terms of this Agreement (acceptance) in accordance with Art. 396 of the Civil Code of the Republic of Kazakhstan.

1.5. If the User has not reached 18 years of age or the age of majority in accordance with the legislation of his country, his parents or other legal representatives must read this Agreement, as well as the Rules for Using the Site and the Privacy Policy and use the Service and Services of the Site.

When using the Site and its Service on the Site, the User confirms that he (his parents or other legal representatives) have read, understood and agree with all the terms of this Agreement, as well as the Rules for using the site and the Privacy Policy.

If you (your parents or other legal representatives) do not agree with the terms of this Agreement, the Site Use Rules or the Privacy Policy, we ask you to 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 changed and/or supplemented by the Administration unilaterally without any special notification about this. 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 changes and/or additions to this Agreement means the User's acceptance and consent to such changes and/or additions.

1.7. The User agrees not to take actions that may be considered as violating the legislation of the Republic of Kazakhstan or 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 disruption of the normal operation of the Site and 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 access the Service after starting to fill out the main form of the Service.

2.1.1 Compiling a Summary is only available within a single Session (A Web server session is a way of storing information in session variables that can be used for authentication across

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 for the duration of the session, is available to all web pages of the resource).

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

2.2. The User agrees that he will bear sole responsibility 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 provide access to the User Account to third parties and must immediately notify the Site Administration of any breach of security or unauthorized use of your Account of which you become aware.

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 SERVICE

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

3.1.1 After paying for the Subscription to the site functionality, the User is automatically given access to various paid resume templates.

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

3.1.4 Access to the User's Personal Account is provided from any page of the Service. To log into the User's Personal Account, you must click on the "Login" button in the top menu of the Service and enter your Login and Password in the window that opens.

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

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 to compile a resume , and the Site Administration reserves all rights to the System that are not expressly granted to the User in accordance with this Agreement. Access to your personal account does not give the User any rights or permissions to do the following :

- a) Bypass any technological protection and security measures in the System or Service;
- b) Hack, disassemble, decompile, decipher, emulate, exploit or reverse engineer the System or other component of the Service contained within or accessible through it, except to the extent that such action is expressly permitted by applicable copyright law and only to the extent to the extent permitted;
- c) Copy, borrow and/or rent, publish, sell, export, import, distribute or lend the System or Service;
- d) Transfer the System, any software licenses and any rights to access or use the Service;
- e) Use the Site Service in any unauthorized way (including in violation of this Agreement) or in any other way that may interfere with anyone else's use of them.

3.5. The Site Administration has the right to immediately terminate, suspend, revoke or limit 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. Although the Site Administration will make reasonable efforts to ensure the constant availability of the Site Service, downtime, interruptions, shutdowns and/or interruptions may occur in the Service from time to time, and the User agrees that the Site Administration is not responsible for any similar cases, regardless of the reason and how they arose.

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

4. USE OF THE SITE SERVICE BY THE USER

4.1. Unless otherwise expressly stated in the description of the Service, the Site Administration does not control, check, edit or monitor the User's use of the Service or any Resumes created as a result of your use of the Service.

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

4.3. The Site Administration cannot guarantee that 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 regarding the Service that the Site Administration may implement, change or delete, our Service includes:

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

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

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

6. USER CONTENT

6.1. When using the Service, the User can store and download created content (hereinafter referred to in the agreement as “Content”).

6.2. The site administration does not claim ownership of User Content. User Content remains User Content, and only the User is responsible for it. By this Agreement, the User fully releases the Site Administration from any liability in relation 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 currently known time or will be developed in the future, without the need for further notice or consent from the User, as well as the need for payment to the User or any other person or entity;
- b) waive all moral rights to the User Content that may be available to the User in any part of the world, and confirm that no such rights have been asserted;
- c) you appoint the Site Administration as a representative of the User, 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 forth above;
- d) warrant that the User is the owner of the User Content and has the right to accept these Agreements, and that the User Content does not violate the proprietary rights or privacy rights of any third party; And

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

7. RULES FOR USER CONTENT

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

7.2. User Content must not be offensive, libelous, obscene, pornographic, racist, violent, discriminatory, defamatory, threatening or abusive;

7.3. User Content must not be disparaging, disparaging, or otherwise portray in a negative light any person featured therein;

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

7.5. User Content must not impersonate the User as another entity or person, or misrepresent your affiliation with any other entity or person, or otherwise manipulate headers or identifying information in order to disguise the origin of the content.

7.6. The User is prohibited from introducing or using programs that contain viruses, worms and/or Trojan horses, or any other computer code, files or programs designed to interrupt, overburden, 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, unless the User has the appropriate authority to do so;

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

8. TERMS OF PAYMENT

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

- Monthly subscription: 10,000 tenge / 2,125 rubles / 158 yuan;
- Subscription for 3 months: 50,000 tenge / 10,635 rubles / 798 yuan
- Annual subscription: 100,000 tenge / 21,275 rubles / 1,588 yuan

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

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

about a successful payment to the specified Email address in the Service .

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 proprietary rights in relation to:

a) Services, Website and System;

b) Any content downloaded and posted by the Site Administration, including but not limited to the following: templates, samples or document designs available when using the Site 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, System, Site and any posted Materials or other content depends on the User's compliance with this Agreement. Modification or use of 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. Materials and all other Content posted on this Site are prohibited from being copied, reproduced, republished, downloaded, displayed, published, transmitted, distributed, licensed or used in any other way, unless the Site Administration gives special permission to do so.

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

a) Make changes to any Materials uploaded through the Service, except as expressly permitted in the normal course of use of the Service;

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

10. RESPONSIBILITY 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 the 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 consequential losses or damages incurred by the User, regardless of how they arose.

10.3. The Site Administration is not responsible for any loss of profits, anticipated savings, business opportunity, reputation, loss or corruption of data and/or loss of work or employment opportunity, whether direct or indirect and whether they can be foreseen and/or prevented .

10.4. The Site Administration is not responsible for failure to comply with this Agreement resulting from events beyond the control of the Site Administration.

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

11. WARRANTIES OF THE PARTIES

11.1. Nothing in this Agreement affects any legal rights that the User has as a consumer and which the User cannot contractually vary or cancel.

11.2. Although the Site Administration makes reasonable efforts to update all information provided by the Service, the Site Administration does not make any representations, warranties or guarantees, either express or 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 make any guarantees or representations that:

- a) Use of the Service will meet the requirements and expectations of the User;
- 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 stated in this Agreement, no implied warranties or other conditions, including any implied conditions of satisfactory quality or fitness for a particular purpose, apply to the Service or the User's use thereof.

12. SERVICE DURATION

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 System immediately, without prior notice:

- a) If the User violates these Agreements;
- b) If the Site Administration has reason to suspect that the use of the System or Service by the User is illegal or discredits us;
- d) If the Site Administration believes that by law the Site Administration is obliged to terminate User use of the System or Service;
- e) If the Site Administration terminates the operation of 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 cease all activities permitted by this Agreement (including use of the Site Materials).

Site administration:

Individual entrepreneur “ Tamasha Trade Company ”

Head : Mameizov Khussain

Address: Republic of Kazakhstan, Almaty city, Bostandyk district, Zhandosov street 1

Phone: +7 776 875 4857

Mail: tamashatradeco@gmail.com

Bank details:

Name: **Individual Entrepreneur Tamasha Trade Company**

IIN (BIN): 940709300713

Name of Bank: JSC "Halyk Bank of Kazakhstan"

BIK: HSBKKZKX

KBe: 19

Company accounts:

IIK:	Currencies:
KZ42601A861021980411	USD
KZ63601A861021980421	CNY
KZ716018861000661081	KZT
KZ84601A861021980431	RUB

