

# **TERMS OF USE**

## **AGREEMENT TO OUR LEGAL TERMS**

These legal terms (hereinafter referred to as the “Legal Terms”) apply to the Software “Embedded into the Software embedded into the “Smart Data Ukimet” IAS”, “Tools for developing data storage architecture in “Smart Data Ukimet” IAS (hereinafter referred to as the “Software”) published by “National Information Technologies” JSC (hereinafter referred to as the “Company” or “we”), as well as any other related products and services that refer or link to these Legal Terms (collectively, the “Services”).

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (hereinafter referred to as the “User” or “you”), and Company, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We provide centralized system for collection, analysis, and visualization of data from state authorities. Services that you can use for analytics to help state authorities’ functions.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for Users who are state authorities and legal entities registered at the Service.

### **1. OUR SERVICES**

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

### **2. USER REPRESENTATIONS**

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

### **3. USER REGISTRATION**

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

### **4. INTELLECTUAL PROPERTY RIGHTS**

#### **Our intellectual property**

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, text, in the Services (collectively, the “Content”), as well as the trademarks, service marks, and logos contained therein (the “Marks”).

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights) and treaties in the Republic of Kazakhstan and around the world.

The Content and Marks are provided in or through the Services 'AS IS' for your personal, non-commercial use or internal business purpose only.

#### **Your use of our Services**

Subject to your compliance with these Legal Terms, including the 'PROHIBITED ACTIVITIES' section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Services; and
  - download Software
  - redistribute Software
- solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, republished, uploaded, publicly displayed, encoded, translated, transmitted, distributed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: sdu@nitec.kz. If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

### **5. PROHIBITED ACTIVITIES**

As a user of the Services, you agree not to:

- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, or any other harmful code, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms').
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorised script or other software.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Sell or otherwise transfer your profile.
- Use the Services to advertise or offer to sell goods and services.

## **6. COPYRIGHT INFRINGEMENTS**

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a 'Notification'). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that

material located on or linked to by the Services infringes your copyright, you should consider first contacting an attorney.

## **7. SOFTWARE APPLICATION LICENCE**

### **Use of License**

We grant you a revocable, non-exclusive, non-transferable, limited right to install and use on the Services. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Services; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Services; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the Services; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the Services; (5) use the Services for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the Services available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the Services for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Services; (8) use the Services to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Services.

## **8. SERVICES MANAGEMENT**

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## **9. PRIVACY POLICY**

We care about data privacy and security. Please review our Privacy Policy. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the Republic of Kazakhstan. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the Republic of Kazakhstan, then through your continued use of the Services, you are transferring your data to the Republic of Kazakhstan, and you expressly consent to have your data transferred to and processed in the Republic of Kazakhstan.

## **10. TERM AND TERMINATION**

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN

THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action.

## **11. MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

These Legal Terms shall be governed by and defined following the laws of the Republic of Kazakhstan. The Company and yourself irrevocably consent that the courts of the Republic of Kazakhstan shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these Legal Terms.

You agree to irrevocably submit all disputes related to these Legal Terms or the legal relationship established by these Legal Terms to the jurisdiction of the Republic of Kazakhstan courts. The Company shall also maintain the right to bring proceedings as to the substance of the matter in the courts of the country where you reside or, if these Legal Terms are entered into in the course of your trade or profession, the state of your principal place of business.

## **13. CORRECTIONS**

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

## **14. DISCLAIMER**

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR (1) ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE

WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, HARMFUL CODE, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGEMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **15. LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **16. INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **17. CONTACT US**

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us by email [sdu@nitec.kz](mailto:sdu@nitec.kz).