

USER AGREEMENT

on providing access to the software product IRIS Finance

Almaty city

1. TERMS AND DEFINITIONS

User Agreement – this agreement that determines the procedure and conditions for providing the Service to the User during the Trial Period.

Acceptance – full and unconditional acceptance by the User of the terms of this User Agreement (offer) by performing the Registration in the manner prescribed by the User Agreement.

Exchange/ KASE – Joint Stock Company “Kazakhstan Stock Exchange”.

IRIS Finance – software product of KASE for viewing information, located at <https://irisfinance.kase.kz>.

Service – providing access to the IRIS Finance to view the Information for Internal Use purposes.

Information – information provided inside the IRIS Finance.

User – an individual who has accepted this User Agreement in his own interests or acting on behalf and in the interests of the legal entity he represents.

Registration – the implementation of an action aimed at creating a personal account in order to gain access to the IRIS Finance. It is carried out by entering personal information, login and password of the User into the registration form.

Parties – the Exchange and the User.

Device – any device of the User, including a mobile or stationary device/display, which provides the ability to log into the IRIS Finance.

Trial period – a test period provided to the User for free use, during which the Exchange does not charge the User for the provision of the Service.

Internal use – the use of the Information by the Subscriber solely for their own non-commercial purposes without the right to transfer the Information or its individual parts to another person.

2. SUBJECT OF THE AGREEMENT

- 2.1 . In accordance with this User Agreement, the Exchange provides the User with access to the IRIS Finance during the Trial Period.
- 2.2 . By making an Acceptance, the User confirms full and unconditional acceptance of the terms of this User Agreement and undertakes to comply with them.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

The Exchange undertakes to:

- 3.1. Collect, store and use personal information provided by the User during the Registration process only for the purposes of proper provision of the Service.
- 3.2. Ensure confidentiality and protection of personal information provided by the User during the Registration process.
- 3.3. Ensure the functioning of the Support Desk on a business day from 09:00 to 18:00 o'clock (Almaty time).

The Exchange has the right to:

- 3.4. Add/change any part of the Information or stop providing any part of the Information at its own discretion, without prior notice to the User.

- 3.5. Terminate the provision of the Service to the User in case of violation of the terms of this User Agreement or the User committing any illegal actions in relation to the Exchange, as well as in the event the Exchange decides to refuse further provision of the Service.
- 3.6. Unilaterally refuse to execute the User Agreement in case of application to the User (its partners/shareholders, as well as the ultimate beneficiaries – for a legal entity) of international sanctions (prohibitions and/or restrictions), as well as other measures restricting or prohibiting the User from entering into/executing transactions with the Exchange or which may entail any risks for the Exchange, including reputational ones.
- 3.7. Carry out other actions in accordance with the legislation of the Republic of Kazakhstan.

The User undertakes to:

- 3.8. Use the Service only for the purposes provided for in this User Agreement.
- 3.9. Provide accurate and up-to-date information during the Registration process.
- 3.10. Ensure the confidentiality of information contained in a personal account and used to access the IRIS Finance, and protect it from leakage to third parties and unauthorized use.
- 3.11. Not use the IRIS Finance and Information in any way not provided for in this User Agreement, including (but not limited to) he is prohibited to: reproduce the IRIS Finance or Information by making copies of them on any carrier; modify or make any changes to the IRIS Finance and its parts; **use the IRIS Finance and Information to create derivative products and services; use without special permission automated scripts (programs, bots, crawlers) to collect Information in the IRIS Finance and/or interactions with the IRIS Finance functionality; disseminate Information in the IRIS Finance to third parties;** decompose, disassemble or otherwise attempt to extract the IRIS Finance source code; take actions aimed at disrupting the functioning of the IRIS Finance.
- 3.12. Immediately inform the Exchange of all facts of illegal use of the IRIS Finance and Information by third parties that became known to him.

The User has the right to:

- 3.13. View during the Trial Period the Information available in the IRIS Finance, for Internal Use purposes only.
- 3.14. Enter into an agreement with the Exchange on the provision of information, after the end of the Trial period.

4. FINAL PROVISIONS

- 4.1. By performing an action on the Acceptance, the User confirms that the restrictions and prohibitions provided for by the international sanctions regime are not applied against him (his partners/shareholders, as well as the ultimate beneficiaries – for a legal entity), and also guarantees that in the course of his activities he complies with the regime of international sanctions of the United States, the European Union, Great Britain and other applicable laws, has no obstacles/restrictions on the conclusion and (or) execution of the Agreement. In the event that international sanctions are applied to the User (its partners/shareholders, as well as the ultimate beneficiaries – for a legal entity), the User will not have any claims against the Exchange in case of early unilateral withdrawal from the Agreement for this reason.
- 4.2. The User Agreement enters into force from the moment the User accepts the offer and is valid throughout the entire period of receipt by the User of the Services.
- 4.3. This User Agreement is governed by and construed in accordance with the laws of the Republic of Kazakhstan. Issues not regulated by the User Agreement shall be resolved in accordance with the legislation of the Republic of Kazakhstan.
- 4.4. This User Agreement may be changed and/or supplemented by the Exchange unilaterally without any special notice. An updated version of the User Agreement is published on the website located at <https://iris.case.kz>.