USER AGREEMENT OF THE CODIPLAY MOBILE APPLICATION

1. DEFINITION OF CONCEPTS

In the text of this Agreement, the following terms are given the following meaning:

“Company”, “We”, “Our”, “Us”, “Us” or any other similar derivatives (depending on the context) means the following entity: CODIPLAY LLP, address: Republic of Kazakhstan, Almaty , st. Ergozhina 27 (including its branches and representative offices both in the territory of the Republic of Kazakhstan and abroad, as well as any other entities created as a result of the reorganization of the Company) that own or manage the Application.

“Application Content” means all objects posted by the Company and/or third parties (with the permission of the Company) on the Application, including design elements, text, graphics, illustrations, virtual objects, videos, characters, themes, character names, storylines , dialogues, settings, sound effects, programs, music, sounds, information, notifications and any other similar objects, selections or combinations thereof.

“Updates” means a software patch or software package for the Application that is released from time to time by the Company, offered for free download by Users who are already using the Application, and is aimed at fixing broken functions of the Application, eliminating bugs (errors) in the operation of the Application or introducing small software components to ensure greater security and compatibility of the Application with devices.

2. ACCESSION TO THE AGREEMENT

General provisions

2.1. This User Agreement (hereinafter referred to as the “Agreement”) defines the rules and procedure for using the Application, the rights and obligations of Users, and also regulates the behavior of Users when gaining access to the Application and Services.

2.2. The User accepts the terms of this Agreement by continuing to use the Application.

2.3. This Agreement is binding on its parties (i.e. the Company and the User). The assignment by the User of his rights under this Agreement is possible only after receiving prior written consent from the Company.

2.4. If you are the legal representative (parent, guardian) of a minor User, in this case you automatically agree on your own behalf and on behalf of such a minor User to the terms of this Agreement.

Warning to Users

2.5. If the User accesses the Application and/or its Services through the Platform or social networks (for example, Facebook, Vkontakte, Odnoklassniki), then the User is automatically considered to have accepted the terms of the user agreement of such Platform or social network.

2.6. The User acknowledges that its agreement with its mobile network provider (the "Provider") will apply to the User's use of this Application. The User also acknowledges that the Provider may charge the User from time to time for data transfer services when using certain functions of the Application, as well as any other fees and charges arising in connection with such transfer and for which the User agrees to be responsible. If the User is not the bill payer of the Provider on the smartphone or other device used to access the Application, it is assumed that such User has received permission from the bill payer to use the Application.

2.7. The User is the only responsible person for checking and monitoring the compliance of the installed Application with the technical features/capabilities of a smartphone or other device and/or other restrictions that may be applicable to the User and/or his smartphone or other device by third parties, including the Internet provider.

3. APPLICATION USERS

General criteria and age

3.1. To use the Application, Users must meet the following criteria (cumulatively):

(1) be at least 5 years old; And

(2) not be limited in the right to access the Application and Services based on a court decision that has entered into legal force, or in cases provided for by current legislation or the terms of this Agreement.

Creating a personal account

3.2. To gain access to the Services, Users are required to create their own personal account. Using the Services without registration (i.e., creating a personal account (account) is impossible). Upon completion of registration, the User receives a unique login and password to log into his personal account (account).

3.3. To create a personal account, the User must provide the following information about himself:

Registration for individuals:

full name and email address, if it is possible to create a personal account using the provided email address.

Registration for business:

information about the educational institution or organization, the existence of an appropriate agreement, email addresses of employees or authorized persons of the educational institution or organization, data of employees or authorized persons of the educational institution or organization.

4. INTELLECTUAL PROPERTY

User license

4.1. The User receives a non-exclusive, non-transferable, non-sublicensable, personal (non-commercial) license for the Services (hereinafter referred to as the “User License”). The User undertakes not to use the Services for any other purposes. The User receives the specified User License ONLY subject to compliance with ALL terms of this Agreement.

4.2. The User license terminates automatically when the Application is deleted from the User’s smartphone or other device. Nothing contained in this Agreement shall be construed as granting the User any other license to use intellectual property owned or controlled by the Company other than that granted above.

Company intellectual property

4.3. The Company owns any and all property rights, including proprietary intellectual property rights, to all Application Content, as well as Application Software. The application software and application Content are protected by copyright in the manner prescribed by the current civil legislation of the Republic of Kazakhstan, as well as international treaties and conventions in the field of protection of intellectual property.

4.4. USERS ARE PROHIBITED from copying, reproducing, modifying, compiling, distributing, displaying in any form, publishing, downloading, transmitting, selling (in whole or in part), alienating in any way for a fee or free of charge, sublicensing, distributing in any way or use the Application Content and Application Software, except in cases where such actions are EXPRESSLY permitted by the terms of this Agreement or the current legislation of the Republic of Kazakhstan.

4.5. Nothing in the text of this Agreement can be interpreted as transferring to the User any exclusive rights to the Application Content (in whole or in a separate part) and/or application software.

4.6. The Company owns all rights to trademarks, commercial (business) names, brands, logos registered in its name (hereinafter referred to as the “Trademarks”). Such Trademarks are protected by applicable law and NOTHING in this Agreement shall be construed as conferring any license to the User to use such Trademarks.

5. HOW TO WORK WITH THE APPLICATION

General provisions

5.1. The User undertakes to comply with the following rules when working with the Application:

(1) comply with all obligations assumed by the User in connection with joining this Agreement; And

(2) provide reliable information about yourself to create a personal account (account); And

(3) not to impersonate any other person, including, but not limited to, not to provide any data of third parties (without obtaining their direct, prior and informed consent) to create a personal account (account); And

(4) inform the Company about the theft of logins, passwords or any other access keys for the User’s personal account (account); And

(5) not provide third parties with access to your account (account) and/or logins, passwords or other access keys; And

(6) not to perform any actions (with or without the use of automation tools) aimed at collecting any personal data of other Users; And

(7) not take any action or assist third parties in taking any action aimed at disrupting the operation of the Application and/or Services, including, but not limited to, (a) uploading viruses or malicious code; (b) take actions that may lead to the disabling of the Application and/or Services, disruption of the normal operation of the Application or its software, or deterioration of the appearance of the Application and/or Application Content.

(8) not take any other action that is illegal, fraudulent, discriminatory or misleading.

5.2. The Services may from time to time include any virtual objects that the User may “earn”/receive during the game. The User is hereby deemed to have been duly notified that such virtual objects (1) exist solely within the Application and are not intended for real-life use; and (2) have no other value/cost other than what they have in the game; and (3) the Company may at any time, without any prior notice, remove, cancel, change and/or modify them without prior notice and/or providing any compensation to the User.

5.3. The Company exempts itself from any liability for harm, losses, lost profits, loss of reputation and/or any other damage caused to the User by loss, loss, deletion, nullification, disappearance of any virtual objects due to (1) technical malfunction or failure of the Application, or (2) installation of Updates, or (3) deletion of the User's account due to violation of the terms of this Agreement, or (4) deletion of the Application by the User on a smartphone or other device.

Feedback on the application

5.4. Each User from time to time has the right (but not the obligation) to leave or send their ideas, feedback, suggestions or projects aimed at improving the operation of the Application or the quality of the Services provided. Such reviews can be sent by the User in the following way:

send an email to: support@codiplay.kz

5.5. By submitting such an idea, feedback, proposal or project, the User automatically grants us a non-exclusive, royalty-free, worldwide, transferable and sublicensable license to store, use, distribute, modify, run, copy, publicly perform or display , translation of your ideas, reviews, proposals or projects, as well as the creation of derivative works based on them.

5.6. Any such information provided to the Company is automatically considered non-confidential.

6. PLACEMENT OF ADVERTISING IN THE APPLICATION

Advertising by the company

6.1. The Company has the right to post any advertising or marketing materials from time to time.

Advertising by third parties

6.2. The Application Content may contain links to third party websites and/or advertising or marketing materials about products/services provided by such third parties (“Third Party Advertising”). THE COMPANY DOES NOT ACCEPT ANY RESPONSIBILITY (1) FOR THE CONTENT OF THIRD PARTY ADVERTISING OR FOR THE AVAILABILITY, QUALITY AND SAFETY OF PROMOTED GOODS/SERVICES IN SUCH ADVERTISING; and (2) FOR ANY LOSS, LOSS OR DAMAGE INCURRED OR CAUSED BY THE USER AS A RESULT OF THE USER'S READING OF SUCH ADVERTISING OR USE OF PRODUCTS/SERVICES PROMOTED IN THIRD PARTY ADVERTISING.

6.3. In the event of a transition to another website through a posted Advertising of third parties, the Company cannot guarantee that such website is safe for the User and/or his computer. Nothing in this Agreement should be construed as a representation, encouragement, recommendation or inducement for the User to use Third Party Advertising, visit any third party sites, or try, purchase, or use any third party products/services.

6.4. Issues related to the protection of Users’ personal data when they use Third Party Advertising are governed by the Application Privacy Policy.

7. PAYMENT THROUGH THE APPLICATION

7.1. The application does not provide the opportunity to purchase any goods/services through it.

8. MAKING IN-APP PURCHASES

8.1. There is no provision for making any In-app purchases within the Application.

9. ACCESS TO THE APPLICATION

General provisions

9.1. The Company reserves the right to change or modify the Application Content at any time without specifying a reason, at its sole discretion and without the need to notify the User. The Company also reserves the right to modify, interrupt, or discontinue part or all of the Application at any time without any further notice. In connection with the foregoing, the Company does not assume any liability to Users or third parties for any changes, modifications, deletions, cancellations, terminations or interruptions in the operation of the Application.

9.2. The Company does not guarantee that the Application and Services will be available to the User at all times. From time to time, the Company may experience hardware, application software or other problems, which may require the Company to take time to investigate and resolve such issues. Such error correction may result in interruptions, delays, or errors in the operation of the Application. The Company reserves the right to change, revise, update, suspend, discontinue or otherwise change the Application at any time or for any reason without prior notice. User agrees that Company is not responsible for any loss, damage, or inconvenience caused by User's inability to access or use the Application during any downtime or discontinuance of the Application. Nothing in the terms of this Agreement will be construed as obligating Us to maintain the operation of the Application without interruption or failure.

Providing updates

9.3. The Company may from time to time provide Updates and require their installation on the User's smartphone or other device. In this case, the User is the only responsible person for installing Updates and bears full responsibility for any losses, losses, damages or lost profits caused to the User by untimely installation of Updates or failure to install them at all, incompatibility of installed Updates and a smartphone/other device. The Company does not provide any technical support or Internet connection to the User to gain access to the Services and/or their Updates.

Account deleting

9.4. The User has the right to stop using the Application at any time by deleting it from his smartphone or other device.

9.5. In the event of (1) violation by the User of the terms of this Agreement or when the Company has reasonable grounds to believe that such violations have been committed; and/or (2) violation of the intellectual property rights of the Company, other Users or third parties; and/or (3) committing actions that are illegal, violate the rights and interests of the Company, other Users or third parties, or undermine the operation of the Application or the ability to use the Application by other Users; and/or (4) the User uses the Services or the Application in a manner that may create legal liability for the Company in the future; and/or (5) if required by applicable law or a competent government agency, the Company has the right, without prior notice, to terminate (terminate) the User’s access to the Application and the Services at any time by deleting his account.

If the circumstances set out in the previous paragraph occur, the User is prohibited from creating any other accounts in the Application in the future.

9.6. The Company also has the right to delete the User's account due to its inactivity for 365 consecutive calendar days.

9.7. In all cases of deleting the User's account or deleting the Application from the User's smartphone or other device, all data and information posted by the User in the account and/or associated with it will be permanently deleted. The Company does not assume any responsibility for the deletion of such data and information, as well as for any harm, damage, loss or lost profits caused to the User by such deletion and/or lack of access to the Services in general.

10. ASK A QUESTION

10.1. If you have questions regarding the terms of this Agreement or the procedure/method of their execution, you can address your question to us in the following way:

send an email to: support@codiplay.kz

10.2. Employees and representatives of the Company undertake to make every possible effort to respond to your request within a reasonable period of time.

11. RESPONSIBILITY

11.1. IN NO EVENT WILL THE COMPANY OR ITS REPRESENTATIVES BE LIABLE TO THE USER OR TO ANY THIRD PARTIES:

(1) FOR ANY INDIRECT, INCIDENTAL, UNINTENTIONAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, DAMAGE TO HONOR, DIGNITY OR BUSINESS REPUTATION CAUSED BY THE USE OF THE APPLICATION, SERVICES OR OTHER MATERIALS TO WHICH THE USER OR OTHERS ACCESSED PERSONS HAVE ACCESSED USING THE APPLICATION, EVEN IF THE COMPANY HAS WARNED OR ADVISED OF THE POSSIBILITY OF SUCH HARM; And

(2) FOR THE ACTIONS OF OTHER USERS, FOR USER CONTENT POSTED BY USERS, FOR GOODS/SERVICES PROVIDED BY THIRD PARTIES OR OTHER USERS (EVEN IF ACCESS TO THEM HAS BEEN PROVIDED THROUGH OUR APPLICATION), WHICH M USER HAS GOT ACCESS; And

(3) in cases expressly provided for by the terms of this Agreement or the norm of current legislation.

11.2. Our liability for anything related to the use of the Application and/or Services is limited to the maximum extent permitted by applicable law.

12. DISPUTE RESOLUTION PROCEDURE

12.1. In the event of any disputes or disagreements related to the execution of this Agreement, the User and the Company will make every effort to resolve them through negotiations between them. If disputes are not resolved through negotiations, disputes shall be resolved in the manner established by the current legislation of the Republic of Kazakhstan.

13. FINAL PROVISIONS

13.1. We may revise, amend or change the terms of this Agreement from time to time. Such changes are generally not retrospective.

THE COMPANY DOES NOT ACCEPT ANY RESPONSIBILITY TO NOTIFY USERS ABOUT UPCOMING OR ACTUAL CHANGES TO THE TEXT OF THE AGREEMENT. By acceding to the terms of this Agreement, the User also undertakes to periodically review the terms of this Agreement for changes or additions.

If, after changes or additions to the text of the Agreement, the User continues to use the Application, this means that he is familiar with the changes or additions and accepted them in full without any objections.

13.2. Unless otherwise expressly stated in the provisions of this Agreement or directly follows from the norms of current legislation, the substantive law of the Republic of Kazakhstan applies to the terms of this Agreement.

13.3. An integral part of this Agreement is the Application Privacy Policy.

13.4. If one or more terms of this Agreement have lost their legal force or are declared invalid under applicable law, the remaining terms of the Agreement do not lose their force and continue to operate as if the term declared invalid or invalid did not exist at all.

13.5. Access to the Application and its Services is provided to the User “as is”. We do not promise, guarantee or imply that the Services and the Application may or may not suit your needs, goals, expectations, and therefore we do not guarantee any specific results or consequences resulting from your use of the Application and its Services.