CODITEACH WEBSITE USER AGREEMENT

1. DEFINITION OF CONCEPTS

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

“Site” means the following website: CodiTeach, which is owned by the Company and is located at the following link: www.coditeach.kz.

“User”, “You”, “Your”, “Your”, “Your” or any other similar derivatives (depending on the context) means the person who (1) uses the Site and/or has accessed its Content; and (2) agreed to comply with the rules for using the Site set forth in the text of this Agreement by using this Site.

“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), which owns or manages the Site.

“Site Content” means all objects posted by the Company and/or third parties (with the permission of the Company) on the Site, including design elements, text, graphics, illustrations, videos, programs, music, sounds, information, notifications and any or other objects of similar purpose, selections or combinations thereof.

“Site Software” means software developed by the Company (and/or third parties on behalf of the Company) for the Site, including, but not limited to, all software, scripts, codes (HTML codes), programs, etc.

“Services” means collectively the Site Content and Site Software.

“User Content” means (1) all postings made by a User on the Site, including, but not limited to, comments; assessments; reviews; reports; feedback; posted videos, photographs, music and other media files; added likes; ratings and/or any other forms of activity available to the User on the Site, as well as (2) any other content created by the User.

2. ACCESSION TO THE AGREEMENT

2.1. Users use the Site for the following purposes:

CodiTeach - a platform for supporting teachers and monitoring the learning process

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

2.3. The User accepts the terms of this Agreement by continuing to use the Site.

2.4. 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.

3. USERS OF THE SITE

General criteria and age

3.1. To use the Site, 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 Site and Services on the basis of a court decision that has entered into legal force, or in cases provided for by current legislation or the terms of this Agreement.

Register on the site and create a personal account

3.2. To use the Site and/or gain access to the Services, Users are required to undergo a mandatory free registration when entering the Site. Using the Site without registration is impossible. Upon completion of registration, the User receives a unique login and password to log into his personal account (account).

3.3. To register, 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

4.1. The Company owns all, without exception, ownership rights, including proprietary intellectual property rights, to all Site Content, as well as Site Software. The site software and site 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.

4.2. Users are prohibited from copying, reproducing, modifying, compiling, distributing, displaying in any form, publishing, downloading, transmitting, selling or otherwise distributing or using the Site Content and Site Software, unless such actions are EXPRESSLY permitted by the terms of this Agreement or current legislation of the Republic of Kazakhstan.

4.3. Nothing in the text of this Agreement can be interpreted as transferring to the User any exclusive rights to the Site Content (in whole or in part) and/or site software.

4.4. 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. PROCEDURE FOR WORKING WITH THE SITE

Rules of conduct on the site

5.1. While using the Site, the User undertakes to adhere to the following rules:

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

(2) provide reliable information about yourself during registration on the Site and 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 express, prior and informed consent) for registration on the Site and/or for creating a personal account (office); 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 upload, store, publish, distribute, post, advertise, send, provide access to or otherwise use User Content that (a) contains threats, defames, insults, discredits honor and dignity or business reputation or violates the privacy of other Users or third parties; and (b) is spam, bullying, vulgar or obscene, contains pornographic images and texts, scenes of a sexual nature, including those involving minors, or scenes of violence, including sexual violence, against people or animals; and (c) contains any form of incitement to suicide and/or promotes or contributes to the incitement of racial, religious, ethnic hatred or enmity, promotes fascism or the ideology of racial superiority, or contains extremist materials; and (d) promotes violation of the rights or legitimate interests of other Users or third parties or promotes a crime or contains advice/guidelines/instructions for committing it; and (e) violates other rules of this Agreement or is prohibited under applicable law; And

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

(8) not to take any action or assist any third party in taking any action aimed at disrupting the operation of the Site, including, but not limited to, (a) uploading viruses or malicious code; (b) take actions that may lead to the shutdown of the Site, disruption of the normal operation of the Site or site software, or deterioration of the appearance of the Site and/or Site Content.

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

User rights to posted content

5.2. Only registered users have the right to create user content.

5.3. The User Content you create is an object of intellectual property and is protected by current legislation, and therefore the Company does not claim to receive and does not require you to provide it with any ownership rights to your User Content. Nothing in the text of this Agreement should be interpreted as depriving the User of the rights to the User Content created by him or limiting them.

5.4. At the same time, you grant the Company a non-exclusive, royalty-free, worldwide license (hereinafter the “License”), with the right to transfer and issue sublicenses, to store, use, distribute, modify, run, copy, publicly perform or display, translate your User Content and the creation of derivative works based on it.

5.5. The License issued by you in this way is automatically terminated if your personal account (account) is deleted.

5.6. The Company undertakes to take all possible actions aimed at completely deleting your User Content immediately after the occurrence of circumstances for termination of the License, with the exception of the following cases when: (1) part of your User Content was used by other Users (based on the License previously issued by you, in which case Your User Content will remain available on the Site and to other Users until another User deletes it); or (2) the User Content posted by you constitutes evidence of any violation, misdemeanor or crime in a criminal, administrative or civil proceeding, or its subsequent storage is required by applicable law or a request received from a competent government agency; or (3) as otherwise specified in this Agreement.

User Content Requirement

5.7. Users are prohibited from uploading any User Content that may belong to third parties or for which the rights to use have not been granted to such User to the extent necessary. The User hereby undertakes to reimburse the Company for ALL DAMAGES AND LEGAL COSTS THAT WERE INCURRED IN CONNECTION WITH CLAIMS BY THIRD PARTIES THAT PUBLISHED USER CONTENT VIOLATES THE INTELLECTUAL PROPERTY RIGHTS OF SUCH THIRD PARTIES PERSON

5.8. The Company does not and cannot verify all materials published by Users as part of the User Content they create, and therefore the Company is not responsible for the content of such User Content, for its use and/or its impact on third parties or other Users. Operating the Site does not imply that the Company endorses, endorses, warrants, distributes and/or believes the information posted within the User Content. The user is responsible for his own protection and that of his device from viruses and other malware. The Company does not assume any responsibility for harm caused as a result of the use of the Site, its Services and/or User Content (including its downloading).

5.9. The Company has the right at any time to check User Content for its compliance with the requirements of this Agreement or applicable law. At the same time, nothing in the text of this Agreement should be interpreted as a direct obligation of the Company to conduct any independent verification of User Content except at the request of other Users or third parties.

5.10. If you encounter User Content that violates the terms of this Agreement or the legal rights and interests of Users or third parties, you can send your complaint as follows:

send an email to: support@codiplay.kz

5.11. In order to comply with the requirements of the legislation of the Republic of Kazakhstan, the Company has the right to conduct internal monitoring of User Content in order for Users to comply with the restrictions set out in the Law of the Republic of Kazakhstan “On Informatization” dated November 24, 2015 No. 418-V.

5.12. If User Content is found to violate the terms of this Agreement or the provisions of applicable law, the Company has the right, in its sole discretion, at any time, without the need to warn the User or incur any liability in the future, to remove such User Content altogether, and In case of repeated violation, delete your personal account (office).

Feedback on the site

5.13. 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 Site 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

5.14. 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.

6. PLACEMENT OF ADVERTISING ON THE SITE

Advertising by the company

6.1. The Company may from time to time post any advertising or marketing materials on the Site.

6.2. The User may from time to time receive communications from the Company with certain promotional or marketing materials. The Company sends the specified materials only with the consent of the User, expressed in the form of registration of the appropriate subscription by performing the following actions:

In the general settings of the user’s personal account, check the box next to “Receive advertising mailings.”

6.3. The user also has the right to cancel such a free subscription at any time and without specifying a reason by doing the following:

in the general settings of the user’s personal account, uncheck the box next to “Receive advertising mailings”.

Advertising by third parties

6.4. The Site Content may contain links to third party websites and/or advertising or marketing materials for 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.

6.5. In the event of a transition to another website through third party Advertisements posted on the Site, 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.

6.6. Issues related to the protection of personal data of Users when they use Third Party Advertising are governed by the Privacy Policy for the site.

7. MAKING PURCHASES THROUGH THE SITE

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

8. SUBSCRIPTION ON THE SITE

General provisions

8.1. Access to the Site is only possible if you subscribe. Subscription gives the User access to the following features:

using the CodiTeach platform.

8.2. Subscription can only be annual. THE SUBSCRIPTION IS SUBJECT TO AUTOMATICAL RENEWAL UNTIL THE USER OPT-OUT.

8.3. The subscription is paid and is provided to the User only upon prior full payment. If there is a delay in paying for a subscription, the User's access to certain content is blocked until payment for the subscription is made in full.

Subscription procedure

8.4. The user has the right to subscribe at any time by performing the following actions:

contact the manager at the contact numbers indicated on the website;

8.5. Payment for the subscription must be made in the currency indicated on the Site. The subscription price is indicated including VAT, as well as other mandatory taxes and fees.

8.6. The user has the opportunity to pay for the subscription in one of the following ways:

according to a separate agreement.

8.7. In case of cancellation of an already paid subscription, the User has no right to demand any prorated or full refund of previously paid amounts for the subscription and continues to use the content until the expiration of the paid subscription period.

Subscription termination procedure

8.8. The user has the right to unsubscribe at any time by performing the following actions:

contact the manager at the contact numbers indicated on the website;

9. TERMINATION OF ACCESS TO THE SITE

9.1. The user has the right to stop using the Site at any time by deleting his account:

by obtaining confirmation from an authorized person of the relevant educational institution or organization.

9.2. In case of (1) violation by the User of the terms of this Agreement; 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 Site or the ability of other Users to use the Site; and/or (4) the Services or the Site are used by the User in a manner that may expose the Company to legal liability 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 Site and its Services at any time.

9.3. Such termination of access, among other things, also implies deletion of the User’s personal account.

9.4. The User is duly aware that the Company does not accept responsibility for any damage, losses, lost profits, loss of business or personal reputation caused to the User by deletion or blocking of the account and/or inability to access the Site and its Services.

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@coditeach.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, ARISING OUT OF THE USE OF THE SITE, SERVICES OR OTHER MATERIALS ACCESSED BY YOU EL OR OTHER PERSONS GAINED ACCESS USING THE SITE EVEN IF THE COMPANY HAS HAVE WARNED OR INDICATED THE POSSIBILITY OF SUCH DAMAGE; 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 SITE), WHICH ARE PROVIDED BY THE 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 Site 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. This Agreement comes into force from the moment of its publication on the Site (via the following link: www.coditeach.kz/terms-of-use) and is valid for an indefinite period of time.

13.2. 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 Site, this means that he is familiar with the changes or additions and accepted them in full without any objections.

13.3. 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.

13.4. An integral part of this Agreement is the Privacy Policy for the site.

13.5. 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.

13.6. Access to the Site and its Services is provided to the User “as is”. We do not promise, guarantee, or imply that the Services and the Site 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 Site and its Services.