

User Agreement

This document is a translation of User Agreement for App in English. In case of conflict between the Russian version of User Agreement for App and this translation - only the Russian version of User Agreement for App is legally binding. The Russian version of User Agreement for App can be found here: [\[include the link\]](#).

1. General Provisions

1.1. Individuel Entrepreneur Yerkezhan Zholdasova (hereinafter – “IE”) offers users (hereinafter – the “User”) the opportunity to use the 24 Goals app (hereinafter – “App”) on the terms and conditions of this User Agreement (hereinafter - the “Agreement”, “User Agreement”). This Agreement shall take effect upon the User’s express agreement with its terms according to Clause 1.4 hereof.

1.2. IE offers Users access to the App. All currently available services and applications as well as their development and/or addition of new services shall be the subject of this Agreement.

1.3. The use of App shall be regulated by this Agreement, and Privacy Policy. This Agreement may be amended by IE without notice, and a new revision of this Agreement shall take effect when posted online at the web address given in this paragraph, unless otherwise stated in the new revision of this Agreement. The current revision of this User Agreement is always available at [\[include the link\]](#).

1.4. By starting the use of any services/certain functions or going through the registration procedure, the User shall be deemed to have accepted the terms of this Agreement in full without any limitations or exceptions. If the User does not agree to any provisions of this Agreement, the User must not use the App. If IE makes any amendments to this Agreement as prescribed by Clause 1.3 hereof to which the User does not agree, the User shall cease to use the App.

2. User Registration. User Account.

2.1. To use the App or certain specific functions of the App, the User shall complete registration to create a unique account. A user shall reach the minimum age of [\[indicate the age\]](#) in order to exercise the right to register an account and use the App independently within the legal capacity established by applicable law. Minors may only use the services with the consent of parents or other legal representatives, or when as it is prescribed otherwise by applicable law.

2.2. Upon registration the User shall provide valid and complete information requested in the registration form and shall regularly update such information.

When signing up, the User may upload an image for his/her profile (user icon). The profile image can be attached to the User’s posts in the App.

When the User uses his/her image as a profile image, the User is aware and agrees that IE may publish and further use the User's image in the App, promotional items, corporate blogs, and IE accounts in third-party resources.

2.3. Any personal information of the User contained in the User account shall be stored and processed by IE according to Privacy Policy ([\[include the link\]](#)).

2.4. Means of access to the User's account.

2.4.1. When registering, the User himself chooses the login (a unique symbolic name of the User's Personal Account) and the password for access to the Personal Account. IE has the right to prohibit to use specific logins and to identify the requirements for login and password (length, admissible characters etc.)

2.4.1.1. The User may have a possibility to go through a simplified procedure of registration of the Personal Account by means of specifying the User's cell phone number, name and surname. Subsequent authorization in the App is carried out by the User by means of entering the cell phone number specified upon registration and the confirmation code sent to this number. In some cases, the user may have to enter the name and the surname specified upon registration for authorization.

2.5. The User shall be responsible for security of the chosen means of access to his/her account and for confidentiality of such means. The User shall be responsible for any actions (and their consequences) in and with the App through the User's account including voluntary transfer by the User of information required to access the User account to third parties on any conditions (including by contracts or agreements).

2.6. Account use by the User.

2.6.1. The User may not reproduce, duplicate or copy, sell, resell or use for any commercial purposes any parts of the App (including content available to the User through services) or access to the App, except when authorized by IE.

2.7. Account termination. IE may block or delete the User's account as well as prohibit access through any account to the App and delete any content without giving reasons including in case the User violates the terms of this Agreement

2.8. User account deletion.

2.8.1. The User may at any time delete its account at the App.

3. General Usage and Storing Provisions

3.1. IE may impose restrictions on the use of the App for all Users or certain categories of Users (depending on the User's location, language of the service, etc.) including: availability/unavailability of certain App functions.

3.2. IE has the right to send information messages to the users. Using the App, the User agrees to receive advertising messages. The User has the right to decline receiving advertising messages by using the corresponding functionality of the service, as part of which or in connection with which the User has received advertising messages.

The User hereby authorizes IE to notify other App Users about the User's public actions with regard to the activities performed by the User in the App.

3.3. In order to improve the quality of the services, IE and/or the persons involved by it to perform the survey may collect opinions and feedback from the Users on various matters by sending an information message when the User next visits the App or by communicating the User using his/her contact details specified in the User's account (by phone or e-mail). The opinions and feedback may be used to generate statistics that may be used in the App. The feedback provided by the User during the survey may also be published by IE in the App or in the services of IE-affiliated persons, both with and without the User's name (login). When giving feedback, the User shall observe the requirements hereof, including the requirements of paragraph 4 hereof.

4. Terms of App Use

4.1. The User shall be responsible to third parties for any actions related to the use of the App including any actions resulting in violation of rights and legitimate interests of third parties as well as compliance with laws upon using the App.

4.2. Upon using the App, the User shall not:

4.2.1. download, send, transmit or in any other way post and/or distribute any content that is illegal, harmful, slanderous, unethical or violates intellectual property rights, promotes hatred and/or racial, ethnic, sexual, religious or social discrimination or is insulting to any persons and/or organizations;

4.2.2. violate third party rights including underage people and/or cause harm in any way;

4.2.3. collect and store personal information of other persons without proper authorization;

4.2.4. interfere with regular operation of the App;

4.2.5. assist any actions to violate any restrictions and prohibitions imposed by this Agreement;

4.2.6. otherwise violate legal standards including international law.

5. Exclusive Rights to Services and Content

5.1. Any objects available through the App including design elements, text, graphics, illustrations, video, software, databases, music, soundtracks and other objects (hereinafter – service content) as well as any content posted at the App are exclusive property of IE, Users and other right holders.

5.2. Any content and service elements may be used only within functions offered by the App. No elements of the App content as well as any content posted at the App may be used in any other way without the right holder's prior consent. The term "use" shall include reproduction, duplication, processing and distribution on any basis, representation on frame, etc. The exception shall be any cases prescribed by Kazakh laws.

The personal non-commercial use by the User of service content elements and any content is authorized upon preservation of all marks of copyright, associated rights, trademarks, other notices of copyright, preservation of the name (pseudonym) of the author/right holder's name unchanged and preservation of corresponding object unchanged. The exception shall be cases directly stated by Kazakh laws.

6. Third Party Websites and Content

6.1. The App may contain links to other websites (third party websites). Such third parties and their content are not verified by IE for compliance with any requirements (validity, completeness, accuracy, etc.). IE shall not be responsible for any information or materials posted at third party websites that the User may access through the services including any opinions or statements at third party websites, advertising, etc. as well as availability of such websites or content and consequences of their use by the User.

6.2. A link (in any format) to any website, product, service, any commercial or non-commercial information published in the App shall not be considered as approval or recommendation of such products (services, activities) by IE, unless directly stated in the App.

7. Advertising in the App

7.1. IE shall be responsible for its advertising in the App to the extent prescribed by Kazakh laws.

8. No Guarantees, Limitation of Liability

8.1. The User uses the App at his own risk. The App is provided as is. IE accepts not responsibility including for compliance of services with the User's goals;

8.2. IE does not guarantee that the App comply/will comply with User's requirements; that the App will be provided without interruptions, promptly, sustainably and without errors; that results received with the use of services are accurate and reliable and may be used for any purposes or in any capacity (for instance, for identification and/or verification of any facts); that the quality of any product, service, information, etc. received through the App will meet the User's expectations;

8.3. Any information and/or materials (including downloadable software, messages, any instructions and guidelines, etc.) which the User accesses through the App may be used by the User at his own risk and the User shall be responsible for any potential consequences of the use of such information and/or materials including any damage to the User's computer or third parties, loss of information or any other damage;

8.4. IE shall not be liable for any losses resulting from the User using the App or separate parts/ functions of the App;

8.5. Under any circumstances, IE liability is limited to 10,000 (ten thousand) KZ tenge and shall be imposed in case of guilty actions.

9. Other Provisions

10.1. This Agreement is an agreement between the User and IE regarding the procedure of using the App and shall replace all previous agreements between the User and IE.

10.2. This Agreement shall be regulated and interpreted according to laws of the Republic of Kazakhstan. Any issues not regulated hereby shall be settled according to Kazakh law. Any

disputes arising out of relations regulated by this Agreement shall be settled as prescribed by applicable Kazakh laws according to Kazakh legal standards. In any part of this Agreement, unless otherwise stated, the term “law” shall mean laws of the Republic of Kazakhstan as well as laws of the country of the User’s location.

10.3. Nothing in this Agreement shall be interpreted as agency, partnership, mutual activities, employment or any other relations not directly stated in this Agreement.

10.4. If for any reasons one or several provisions of this Agreement are declared invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions hereof.

10.5. Failure by IE to act in case of violation by the User or any other users of the provisions of this Agreement shall not deprive IE of the right to take action to protect its interests in the future and shall not be interpreted as waiver by IE of its rights in case of any future similar or identical violations.

10.6. This Agreement is made in the Russian and English languages. In case of any differences between the Russian and English text of this Agreement, the Russian text shall prevail.