

# User Agreement

## 1. General Provisions

1.1. Yerkezhan Zholdassova Individual Entrepreneur (hereinafter referred to as the “Copyright Owner”) offers the user (hereinafter referred to as the “User”) to use 24 Goals application (the “Application”) within the terms and conditions set forth in this User Agreement (hereinafter referred to as the “Agreement”, “UA”). The Agreement becomes effective from the User’s expressed consent to its terms and conditions in the manner prescribed by Clause 1.4 of the Agreement.

1.2. The Copyright Owner offers Users to access the Application. All currently existing services and applications owned by the Copyright Owner, the terms and conditions for the use of which refer to this Agreement, as well as its any development and/or addition of new services are the subject of this Agreement.

1.3. Use of the Application is governed by this Agreement and the Privacy Policy. The Agreement can be amended by the Copyright Owner without any special notice; the new version of the Agreement becomes effective from the moment it is posted on the Internet at the URL address specified in this clause, unless otherwise stipulated by the new version of the Agreement. The current version of the UA is always available at [24Goalsapp.com](http://24Goalsapp.com)

1.4. When starting to use the Application, or after completing the registration procedure, the User is considered to have accepted the terms and conditions of the Agreement in its entirety without any reservations or exceptions. If the User disagrees with any of the Agreement provisions, the User is not entitled to use the Application. If the Copyright Owner amended the Agreement in the manner prescribed by Clause 1.3 of the Agreement, which the User does not agree with, such User shall cease using the Application.

## 2. User Registration. User Account

2.1. In order to use the Application, the User shall exercise the registration procedure, which will result in creation of a unique account for the User. The User aged 18 and above has the right to independently complete registration of the account and use the Application within the legal capacity envisaged by applicable law. If the User has not reached the specified age, as well as in cases where this is required by the laws of the Republic of Kazakhstan, the use of the Application is allowed only with the consent of parents or other legal representatives.

2.2. For registration, the User undertakes to provide accurate and complete personal information in respect of the issues indicated in the registration form and to keep such information up to date.

When registering, the User can upload an image for the account (a buddy icon). If the User's image is used as an account image, the User understands and agrees that the Copyright Owner has the right to publish and further use the User's image for its further use in the Application.

2.3. The User's Personal Data defined by the Privacy Policy and contained in the User's account is stored and processed by the Copyright Owner in accordance with the terms of the Privacy Policy (24goalsapp.com). The Copyright Owner undertakes to collect, store and use the User's Personal Data in accordance with the Law "On the Personal Data" of the Republic of Kazakhstan and the internal documents of the Copyright Owner.

2.3.1. The Copyright Owner receives, stores and uses the following User's personal data: contact information, payment information, sensitive information (race, sexual orientation, disability, political views, religion, participation in public activities, genetic information, biometric data), list of contacts, user data (content of messages, access to photos), person and device identification, purchase history, application use data (operational and advertising analytics), information on the application operation.

2.3.2. The Copyright Owner receives, stores and uses the User's personal data specified in article 2.3.1. of this Agreement in order to conduct advertising, analytical work, personalize the Application and develop the Application functionality.

2.4. Means of Access to the User Account.

2.4.1. When registering, the User independently chooses a login (a unique symbolic name of the User Account) and a password to access the account. The Application has the right to prohibit the use of certain logins, as well as set requirements to the login and password (length, allowed characters, etc.).

2.4.1.1. The User may be provided with an opportunity to pass a simplified account registration procedure by specifying the mobile phone number, last name and first name of the User. Subsequent authorization in the Application shall be conducted by the User through specifying the mobile phone number entered during registration and the confirmation code sent to it. In some cases, the User authorization process may also require indicating the name and last name provided during registration.

2.4.1.2. When registering, the User has an opportunity to pass registration and then access the account through granting the right to transfer the User's personal information to the Copyright Owner (registration and login using third-party applications) to a third party.

2.5. The User is solely responsible for security (including the guessing resistance) of the means selected by the User to access the account, as well as independently ensures their confidentiality. The User is solely responsible for all actions (as well as their consequences) within or along with the Application use through the User Account, including cases of voluntary transfer of data for access to the User Account to third parties by the User under any conditions (including contracts or agreements).

2.5.1. For security purposes, the User is obliged to independently perform a safe shutdown through the User Account upon completion of each session within the Service use. The Copyright Owner is not responsible for possible data loss, leakage or damage, as well as other consequences of any nature that may occur due to violation of this clause.

## 2.6. User Account Utilization

2.6.1. The User does not have the right to reproduce, repeat and copy, sell and resell, as well as use for any commercial purposes any parts of the Application (including content available to the User through the Application), or access to them, except for those cases, when the User has received such permission from the Copyright Owner.

2.7. Termination of registration. The Copyright Owner is entitled to block or delete the User Account, as well as deny access for Application use through any account without explaining the reasons, including if the User violates terms and conditions of the Agreement.

## 2.8. User Account Deletion

2.8.1. The User has the right to delete the its account in the Application at any time.

## 3. General Utilization and Storage Provisions

3.1. The Copyright Owner is entitled to establish restrictions on the use of the Application, or for certain categories of Users (depending on the location of the User, the language in which the service is provided, etc.), including availability/non-availability of certain functions of the Application.

3.2. The Copyright Owner is entitled to send information messages to its users. By using the Application, the User also gives its consent to receive advertising messages. The User has the right to refuse from receiving advertising messages by using the appropriate Application feature set, within the framework of which or in connection with which the User received advertising messages. The User agrees to the Copyright Owner to notify other Application Users about the User's public

actions, including its new posts, the actions taken in relation to the public actions of other Users, as well as other activities performed by the User within the Application.

3.3. In order to improve the Application quality, the Copyright Owner and/or the entities attracted by the Copyright Owner for the survey have the right to collect the opinions and feedback of Users on various subjects by sending an information message, including the contact information specified by the User in the account (via telephone calls or emails). The collected opinions and feedback can be used to generate statistical data that can be utilized in the Application. The feedback provided by the User during the survey can also be published by the Copyright Owner in the Application or in the services of the entities affiliated with the Copyright Owner with or without indication of the User's name (login). When leaving a feedback, the User undertakes to be guided by the requirements of this Agreement, including the requirements set out by Clause 4 of this Agreement.

3.4. When the User identifies the facts of illegal use of the Application or posting the information contradictory to the provisions of this Agreement or the laws of the Republic of Kazakhstan, the User has the right to contact the Copyright Owner with a corresponding complaint using a special function of the Application or by sending a complaint to info@24Goalsapp.com e-mail address.

3.4.1. The Copyright Owner considers the received complaint within 100 business days for completeness of the information specified therein and, if the provided information is sufficient, undertakes measures in accordance with this Provision and the laws of the Republic of Kazakhstan. If the information provided by the User is insufficient, the Copyright Owner will request additional information and documents that the User shall provide within 100 business days from the date the request was sent to the Copyright Owner's e-mail address. If the User does fails to provide the requested additional information or documents within five days, the User's complaint shall be considered withdrawn.

#### 4. Terms of the Application Use

4.1. The User is solely responsible to third parties for its actions related to the Application use, including if such actions lead to a violation of rights and legitimate interests of third parties, as well as for compliance with the laws within the Application use.

4.2. When using the Application, the User is not entitled to:

4.2.1. upload, send, transmit or in any other way post and/or distribute content that is illegal, malicious, false, offends morality, demonstrates (or is a propaganda to) violence and cruelty, violates intellectual property rights, promotes hatred and/or discrimination against people on racial, ethnic, gender, religious, social grounds,

contains insults to any individuals or organizations, contains elements of (or is a propaganda to) pornography, child erotic, constitutes advertising of (or is a propaganda to) sexual services (including those under the guise of other services), explains the procedure for the manufacture, application or other use of narcotic substances or their analogues, explosives or other weapons;

4.2.2. violate the rights of third parties, including minors and/or harm third parties in any form;

4.2.3. unauthorized collection and storage of other persons' personal data;

4.2.4. disrupt the normal operation of the Application;

4.2.5. facilitate actions aimed at violating the restrictions and prohibitions imposed by the Agreement;

4.2.6. otherwise violate provisions of laws, including the international law provisions.

## 5. Exclusive Rights to the Application Subject Matters and Content

5.1. All the objects accessible through the Application, including design elements, texts, graphics, illustrations, videos, computer software, databases, music, sounds and other objects (hereinafter referred to as the Application Content), as well as any content posted in the Application are the objects of the Copyright Owner's exclusive rights.

5.2. The use of the content, as well as any other elements of the Application, is possible only within the features set offered by the Application. No elements of the Application subject matters, as well as any content posted in the Application, can be used in any other way without the prior permission of the Copyright Owner. The use implies, inter alia, the following: reproduction, copying, processing, distribution on any basis, display in a frame, etc. The exceptions are cases directly stipulated by the laws of the Republic of Kazakhstan.

The use of elements within the Application content by the User, as well as any content for personal non-commercial use, is allowed provided that all the protection signs in respect of the copyright, related rights, trademarks, other notices of authorship are preserved, the name (or pseudonym) of the author/name of the copyright owner is preserved unchanged, maintaining the corresponding object unchanged. The exceptions are cases expressly provided for by the laws of the Republic of Kazakhstan.

## 6. Third-Party Websites and Content

6.1. The Application may contain links to other websites on the Internet (third-party websites). Such third parties and their content are not verified by the Copyright Owner for compliance with certain requirements (reliability, completeness, legality, etc.). The Copyright Owner is not responsible for any information, materials posted on the third-party websites to which the User obtains access using the Application, including for any opinions or statements expressed on the third-party websites, advertising, etc., as well as for the availability of such websites or content and the consequences of their use by the User.

6.2. A link (in any form) to any website, product, service, any information of a commercial or non-commercial nature posted in the Application is not an endorsement or recommendation of these products (services, activities) by the Copyright Owner, unless this is expressly indicated on the Copyright Owner resources.

## 7. Advertising in the Application

7.1. The Copyright Owner is responsible for the posted advertising in the Application to the extent as stipulated by the laws of the Republic of Kazakhstan.

## 8. Guarantee Unavailability, Limitation of Liability

8.1. The User uses the Application at the User's own risk. The Application is provided "as is". The Copyright Owner does not undertake any responsibility, including for the compliance of the services with the User's objectives.

8.2 The Copyright Owner does not control and is not responsible for the statements, actions, conduct of people and other entities.

8.3. The Copyright Owner does not guarantee that: the Application meets/will meet the User's requirements; the Application will be provided continuously, promptly, reliably and without errors; the results that can be obtained using the Application will be accurate and reliable and can be used for any purpose or as any means (e.g., to detect and/or confirm any facts); the quality of any product, service, information, etc. obtained using the Application will meet the User's expectations.

8.4. The User can use any information and/or materials (including downloadable software, letters, any instructions and guidelines for action, etc.), access to which the User obtains through the Application, at the User's own risk, and the User is solely responsible for the possible consequences of using the specified information and/or materials, including for the damage that this may cause to the User's computer or third parties, for data loss or any other harm.

8.5. The Copyright Owner is not responsible for any types of losses incurred as a result of the User's utilization of the Application or individual parts/features of the

Application. This provision also applies to the removal of the User's content, information or account by the Copyright Owner.

8.6. Under any circumstances, in accordance with the article, the liability of the Copyright Owner is limited to 10,000 (ten thousand) KZT and shall be imposed on the Copyright Owner if there is fault in its actions.

## 9. Miscellaneous Provisions

9.1. This Agreement constitutes an agreement between the User and the Copyright Owner in respect of the procedure for the Application use and replaces all the previous agreements between the User and the Copyright Owner.

9.2. This Agreement is governed by and interpreted in accordance with the laws of the Republic of Kazakhstan. Issues not regulated by this Agreement are subject to resolution in accordance with the laws of the Republic of Kazakhstan. All possible disputes arising from the relations regulated by this Agreement shall be resolved in the manner prescribed by the current laws of the Republic of Kazakhstan under the rules of Kazakhstani law. Throughout the text of this Agreement, unless expressly specified otherwise, the "laws" term mean both the laws of the Republic of Kazakhstan and the laws of the User's place of residence.

9.3. Nothing in the Agreement can be interpreted as the establishment of agency relations, partnership relations, joint venture relations, employment relations, or any other relations between the User and the Copyright Owner, which are not expressly provided for in the Agreement.

9.4. If, for whatever reason, one or more of the provisions within this Agreement are recognized as invalid or unenforceable, this does not affect the validity or applicability of other provisions within the Agreement.

9.5. Inaction on the part of the Copyright Owner in case of violation of the Agreement provisions by the User or other users does not deprive the Copyright Owner of the title to undertake appropriate actions in defense of its interests later, and does not mean the Copyright Owner's refusal of its rights in the event of subsequent similar or compatible violations.

9.6. This Agreement has been executed in the Russian and English languages. The text of the Agreement in the Russian language only is deemed authentic.