**PUBLIC OFFER**

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| Kazakhstan  Almaty city | *Revision of April 03, 2025* |

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This public offer (hereinafter referred to as the Offer), in accordance with Article 395 of the Civil Code of the Republic of Kazakhstan, is addressed to an unlimited number of persons and is an offer of COUBE Limited Liability Partnership (hereinafter referred to as the Administrator) to conclude a cooperation agreement (hereinafter referred to as the Agreement) on the terms and conditions set forth below.

Only legally capable persons over 18 years of age (hereinafter referred to as the User) who have entered into a contractual relationship with the Administrator on the terms and conditions set forth below have the right to accept the Offer (accept the terms of the Offer).

The Administrator and the User are individually referred to as the "Party" and collectively as the "Parties".

The Administrator reserves the right to make changes to this Offer, in connection with which, the User undertakes to independently monitor the presence of changes in it.

The Agreement is considered concluded from the moment of acceptance provided for in this Offer. Full and unconditional acceptance of the Offer is the registration and any use (including viewing content without authorization) of the Coube web Platform located at the address: *https://coube.kz* and on the derivative pages of this domain name (hereinafter referred to as the Platform).

By registering on the Platform, a person agrees to fully and unconditionally comply with the terms of this Offer, the Privacy Policy and agrees to the use of Cookies.

If the User does not agree with one or more of the terms of the Offer, the Administrator asks to immediately stop the process of using the Platform.

# **TERMS USED IN THE CONTRACT**

**Questionnaire** is information posted at the discretion of the User about himself. For the Contractor, the Questionnaire also contains information about the categories of the Request to be completed, photos, information about previously performed work, information about educational institutions, the estimated cost of fulfilling the Application and other information at the discretion of the Administrator.

**Selection of the Contractor** is the Customer's consent to the Contractor's Response, which entails the subsequent Approval of the Application and the conclusion of the contract.

**The life cycle of a cookie** is 30 calendar days from the date of the first transition of any User to the Platform. The life cycle of a cookie differs depending on the target action on each individual page of the Platform.

**Customer** — a User who has placed an Application on the Platform or is a Party to legal relations under the Agreed Order.

**Information Resource (hereinafter referred to as the Platform)** is an Internet portal *https://coube.kz* and derivatives with this domain name, i.e. the Administrator's electronic information resource, the technology of its maintenance and (or) use, operating on the Internet, as well as the organizational structure that provides information interaction, including mobile versions and adaptations in the form of Applications.

**Platform Commission** shall mean the amount of money withheld by the Platform from the cost of the Contractor's services paid by the Customer for providing access to the Platform.

**Personal Account** means the User's account in the Platform's database, containing the User's Personal Data, username and password, as well as other information determined at the discretion of the Administrator. The User's access to his/her Personal Account is carried out through the use of a unique login and password or phone number.

**Application (or Placed Application) is a description of the**  Customer's Application, containing the main (essential) terms of the transaction and addressed to the Contractors. Types of Applications: One-time - placed and executed for a separate transportation under a one-time Contract-Application and Contract Application - Placed as an offer to sign an agreement under which the Contractor will receive applications for transportation in the future

**Feedback** is the Customer's subjective opinion on the execution of the Application, expressed in the form of ratings and/or verbal comments - "excellent", "neutral", "negative", taking into account the following criteria: quality, politeness, fair price, punctuality.

**Response** — a reaction posted by the Contractor and addressed to the Customer about the readiness to fulfill the Order, which is not the final Agreed Order.

**User** is a Visitor, an individual entrepreneur or a legal entity registered in accordance with the legislation of the Republic of Kazakhstan, who has accepted this Offer, and is a consignor of goods (hereinafter referred to as the "Customer") or carrying out activities as a Contractor of goods by road (hereinafter referred to as the "Contractor"), having an electronic digital signature in accordance with the Law of the Republic of Kazakhstan "On Electronic Goods" document and electronic digital signature".

**Visitor** means any natural person over the age of 18 or a legal entity using the Platform.

**Agreed Application** is an agreement concluded between the Customer and the Contractor, by choosing the Contractor by the Customer.

**Consignee** is a person to whom, at the direction of the Customer, the cargo must be delivered at the point of destination.

**Partner means a**  legal entity or an individual entrepreneur who provides the Users of the Platform with the opportunity to order the following functionality from the Partner, including, but not limited to: cargo insurance services, participation in fuel programs, ordering vehicle maintenance, branding services and other services.

**Vehicle is** a vehicle designed and equipped for the transportation of goods.

**A trip is** a route formed from one or more transportation tasks with the indication of a specific vehicle and a specific driver.

**Driver/Employee is** an individual who is in labor or civil law relations with the Contractor.

**Application for Drivers** shall mean software for mobile devices, which is an integral part of the Platform, designed to transmit data on the location of the vehicle during the period of provision of services by the Contractor to the Customer.

**Notification** means information about all actions on the Platform sent to Users through the Platform.

**Agreement** shall mean a service agreement, an electronic document concluded through the Platform between the Customer and the Contractor and/or the Partner, which determines the legal relationship of the Parties to such an agreement regarding the transportation of goods or the provision of related services.

**SOS Mode** is the functionality of the Application for Drivers, which allows the dispatcher or other employee of the Contractor to timely monitor and control unforeseen delays of the Vehicle on the way, as well as to respond to possible incidents during the trip.

**Contractor** — a User who has registered on the Platform and intends to search for requests for work posted by Customers on the Platform.

**Platform Services** – services for providing access to the Platform provided by the Administrator.

**Contractor'**s services are services provided by the Users-Contractors, aimed at the transportation of goods and freight forwarding services.

**Accounting time** is the time of the city of Astana. All dates specified when using the Platform are taken into account according to Astana time.

**Bid Price** shall mean the cost approved by the Customer and the Contractor for the execution of the Agreed Bid. The Price of the Bid shall be set in the currency of the Republic of Kazakhstan (tenge) and shall be determined by agreement between the Customer and the Contractor.

**Cookie**  is information left by the web server in the User's browser in order to store data specific to this User. For the purpose of fulfilling this Agreement, a cookie is used by the Administrator to identify the User

All other terms and definitions found in the text of the Offer shall be interpreted by the Parties in accordance with the legislation of the Republic of Kazakhstan and the usual rules of interpretation of the relevant terms established on the Internet.

The titles of the Offer titles are intended solely for the convenience of using the text of the Offer and have no literal legal meaning.

# **1 GENERAL PROVISIONS**

1.1. The text of this document is a public offer. In accordance with paragraph 5 of Article 395 of the Civil Code of the Republic of Kazakhstan, a public offer is a proposal containing all the essential terms of the contract, from which the will of the person making the offer is seen to conclude a contract on the terms specified in the offer with anyone who responds to this offer.

1.2. Acceptance of the Offer is the use of the Platform (in accordance with Article 396 of the Civil Code of the Republic of Kazakhstan). Acceptance is the response of a potential Customer, to whom the offer is addressed, about its acceptance. Acceptance must be complete and unconditional. By accepting this Offer, the User confirms his legal capacity and capacity, as well as his legal right to enter into contractual relations with COUBE LLP.

1.3. Full and unconditional consent to join the Offer (make an Acceptance) is an expressed consent to its terms and one or a combination of the following actions by the User on the Platform:

1.3.1. Entering the User's registration data;

1.3.2. familiarization, consent and acceptance of the terms of the Offer;

1.3.3. performing any actions evidencing the Acceptance (including, but not limited to: continuing to use the Platform, making an Announcement, Application, making a response, etc.).

1.4. Acceptance of the Offer is equivalent to the conclusion of the Service Agreement and all annexes to it.

1.5. From the moment the User performs one or all of the actions specified in clause 1.3 of the Offer, the Agreement between the User and the Administrator is considered to be concluded, entered into force, and is a fundamental document in the official relationship between the Parties. The beginning and continuation of the use of the Platform means the proper conclusion of the Agreement on the basis of this Offer and full agreement with all its terms.

1.6. The obligation to familiarize himself with the text of the Offer lies entirely with the User, the Administrator is not responsible for the User's untimely or incomplete study of this document and for unconscious accession to this Offer.

1.7. From the moment of acceptance of this Offer, the User becomes a party to the Agreement and acquires rights and obligations in accordance with the terms of this Offer. The terms of the Offer are accepted by the User in full, without any exceptions, changes and become binding.

1.8. By agreeing to the terms of the Offer, the User understands the meaning of his actions, is not under the influence of delusion, deception, violence, threat. The Agreement is concluded by the User voluntarily.

1.9. If the User did not have the appropriate authority at the time of accepting the terms of the Offer on behalf of a legal entity, then he, as an individual, assumes all responsibility for the implementation of this Offer.

1.10. A legal entity assumes responsibility for the use of the Personal Account by any individuals, including employees of this legal entity, authorized persons who have access to the Platform.

1.11. By accepting this Offer, the User understands and agrees that the Platform Administrator is not a party to the transaction between the Customer and the Contractor, the subject of which is the Services provided by the Contractors. The Administrator is not a party to such agreements, but only provides an information platform for posting information about various Orders and needs and their execution. The Administrator is not responsible for the content of the information transmitted or received, for the quality of the services provided by the Contractors and for any damage, moral and material, that may be caused as a result of the use of the Platform by the Users.

1.12. The Administrator provides the Services of the Platform on an "as is" basis and does not guarantee that the Platform will meet the needs and ideas of the User and is not responsible for such non-compliance.

1.13. The Administrator does not initiate and does not control the placement of information by the User on the Platform, does not influence its content, as well as at the time of sending information, does not know and cannot know its content and whether it violates the legally protected rights and interests of third parties, international treaties and the current legislation of the Republic of Kazakhstan. All information posted by the User belongs to the User.

1.14. The Administrator is not and cannot be responsible for the correctness of the Ads, proper filling of the profile, correspondence between the Parties, legal and other consequences caused by insufficient vigilance of the User or his authorized persons.

1.15. The Administrator is not responsible for the legality and legitimacy of transactions concluded through the Platform between the Customers and the Contractors, including, but not limited to: making transactions prohibited by law, acts of judicial authorities and public authorities, making transactions by an unauthorized person, making imaginary, sham and voidable transactions, making transactions and legally significant actions.

# **2. SUBJECT OF THE OFFER**

2.1. The subject of this Offer is the services for providing the User with access to the content, information, functionality and services offered by users posted on the Platform.

2.2. The name, composition, type, terms of provision, term, period of validity and cost of services, including the Platform Commission, are specified in the "Prices" section on the Platform, and/or in the descriptions of the relevant service, or in the Applications sent to the Contractors. The cost of the Contractor's services can be determined individually after the User's Application is evaluated by the Contractor's employee.

2.3. The Administrator grants the User the right to use access to the Platform and its services: in relation to Customers - exclusively for their own consumption, in relation to Contractors and corporate clients (advertising) for use for commercial purposes, and the User undertakes to accept and pay for the access provided on the terms provided for in this Offer and the relevant sections of the site.

2.4. The Administrator (Platform) provides the User with the opportunity to:

2.4.1. Post information about the readiness to order/provide cargo transportation services by means of a vehicle, the ability to select the Contractor's User who provides cargo transportation services according to the parameters specified by the User-Customer.

2.4.2. Transfer and exchange electronic documents between the User Contractor and User Customer.

2.4.3. Read, order and receive additional services offered on the Platform by the Administrator's partners or by the Administrator himself, in the manner and on the terms provided for in the relevant section of the Platform.

# **3. USER REGISTRATION PROCEDURE**

3.1. The User must be registered on the Platform using his/her valid phone number and his/her personal data.

3.2. All information that the User specifies during registration and further in his Personal Account must be reliable. The User is solely responsible for the accuracy of the information and its proper provision.

3.3. The Administrator is not responsible for the content and accuracy of the information provided by the User when compiling Ads, filling in personal data and Reviews. This responsibility is borne by the User independently.

3.4. For the proper registration of the User, the User's browser must support cookies. To keep track of the User, cookies are accepted, the validity period of which does not exceed 1 (one) calendar month.

3.5. Features of the User's registration

3.5.1. The use of some Services of the Platform, including access to the submission and acceptance of Applications, is possible only after registration as a Contractor.

3.5.2. After completing the registration procedure, the User can go through the registration procedure as a Contractor or a Customer, which implies posting on the Platform and confirmation by the User of the following data: name, name, surname, email, BIN/IIN, mobile phone, contact phone number, document confirming qualification and the right to provide/receive transportation services.

3.5.2. If necessary for registration as a Contractor or Customer, the Administrator reserves the right to request additional documents and information, as well as the right to confirm the identity using the User's passport data by conducting an interview (in person or by phone) with an authorized employee of the Administrator. The Administrator also has the right to use third-party Platforms to obtain data on credit history, financial obligations, judicial economic processes, verification of documents, contact details and identity (liveness). - also at the Customer's

3.5.3. By accepting this Offer, the User applying for registration as a Contractor agrees to the collection and processing of his personal data.

3.5.4. When registering as a person, a restriction on registration and/or blocking of the registration procedure may be applied, in cases where, including, but not limited to: a) the User tries to go through the registration procedure as someone else's (forged) documents; b) The User has previously been blocked by the Platform Administrator for violating the terms of this Offer or the ethics of business communication, as well as for inappropriate behavior.

3.5.5. The status of the Contractor is provided by the Administrator at its discretion after receiving all the requested information from the User.

It is not allowed to register the User as a Customer and a Contractor in the same status, under the same IIN/BIN,

3.5.6. The Administrator has the right to refuse to register the User as a Contractor without explaining the reasons for the refusal, regardless of the costs and efforts incurred by the User when passing the registration procedure as a Contractor.

3.5.7. Before undergoing the Registration procedure, the User fills out the Questionnaire, in which the User is obliged to provide the Company with reliable and up-to-date information.

3.5.8. By filling out the Questionnaire, the User confirms that he/she makes the information contained in his/her Profile public, i.e. potentially available to all Visitors.

3.5.9. The application for registration as a User is considered by the Administrator within 12 (twelve) hours. The specified period may be extended by the Administrator unilaterally, if there are objective reasons that prevent its consideration within the established period.

3.5.10. The questionnaire of the User registering as the Contractor allows you to specify the list of Services desired to be provided to the Customers. At the same time, the Administrator reserves the right to adjust this list unilaterally, if, as a result of consideration of the application for registration as a Contractor, it becomes clear that the Contractor cannot provide certain services due to the lack of certain qualifications, competencies or other criteria, such as, but not limited to: lack of sufficient resources, lack of personnel, etc.

3.5.11. Authorization and verification of the User planning to use the services of the Platform is carried out on a one-time basis, except for cases of doubts of the Administrator in the identity and rights of the Customer.

3.6. Recovery of the User's password in case of its loss or loss is carried out by sending it to the mobile phone number specified during registration.

3.7. The User is solely responsible for the security (resistance to guessing) of the password chosen by him, as well as independently ensures the confidentiality of his password.

3.8. The User is fully responsible for the actions and/or inactions that led to the disclosure, loss, theft, etc., of his/her credentials and other information that individualizes the User, as well as for any actions and/or inaction of third parties using the User's credentials. At the same time, all actions performed using the User Account are considered to be performed by the User himself, except for cases when the User has notified the Administrator of unauthorized access to his Personal Account and/or any violation (suspicion of violation) of the confidentiality of his credentials.

3.9. The User, regardless of his category, has the right to delete the Account on the Platform at any time through the Personal Account, provided that there are no unfulfilled obligations to the Contractors/Customers and/or the Platform.

# **4. PROCEDURE FOR CREATING AN APPLICATION AND INTERACTION BETWEEN THE CUSTOMER AND THE CONTRACTOR**

4.1. After registration, the Customer gets access to the Personal Account, which contains information about his Announcements, Agreed Requests, Users who have made a Response, Selected Contractors, Questionnaire and personal data of the User.

4.2. From the moment of registration, the Customer has access to actions to place Ads, access to the Contractors' Questionnaires and request the Contractors' data from the Catalog.

4.3. The Customer shall make an Invitation to the Contractor or open his/her contact details through the Platform.

4.4. The Administrator is not responsible for the content and accuracy of the information provided by the Contractor when filling out the Questionnaire. This responsibility is borne by the Contractor independently.

4.5. When creating an Advertisement, the Customer is obliged to indicate a detailed/specific offer for the performance of work, including: information about transportation, nature of cargo, requirements for the vehicle, etc.

4.6. It is prohibited to place Ads and approve Orders, the purpose or subject of which is not the provision of services in the field of cargo transportation.

4.7. After the publication of the Announcement on the Platform, the Contractors interested in performing the work make Responses, which are displayed in the Customer's Personal Account.

4.8. The Contractor, when making a Response, has the right to indicate the changed Price of the Order and some conditions of transportation, but the right to agree/disagree with such price and conditions lies with the Customer.

4.9. The Customer independently familiarizes himself with the questionnaires of the Contractors, regardless of whether the Advertisement was posted, followed by the Response, or the Contractor was selected by the Customer from the Catalog, without publishing the Advertisement.

4.10. The choice of the Contractor is the area of responsibility and risk of the Customer, the Administrator is not responsible for the choice of the Customer.

4.11. The Customer selects the Contractor within the time specified at the time of creating the Advertisement. After the Contractor is selected and the details of the execution are agreed, the Application is considered Agreed.

4.12. The Contractor, by making a Response to the Advertisement, or agreeing to the Customer's direct offer sent through the Platform, undertakes to make sure of its resources and their sufficiency to fulfill the Order.

4.13. When agreeing on the terms of the Application, the Parties shall conclude the relevant agreement on the Platform using an electronic digital signature issued by the national certification authority of the Republic of Kazakhstan.

# **5. PROCEDURE FOR EXECUTION OF REQUESTS BY CONTRACTORS**

5.1. The Contractor undertakes to proceed with the execution of the Agreed Application within the terms and on the terms determined by the Application.

5.2. When fulfilling the Agreed Order, the Contractor undertakes to fulfill it in good faith, showing due vigilance and assuming full responsibility for the safety of the cargo and the proper provision of services.

5.3. The Contractor shall provide services to the Customer, and the Customer shall pay for the services on the terms and conditions provided for in the Agreement concluded through the Platform.

5.4. The Parties have the right to refuse to fulfill the Agreed Order without consequences on the part of the Administrator only if the information stated by the Customer is not true, as well as in cases where the actual condition or registration of the cargo does not allow the provision of the Service.

5.5. In the event that during the execution of the Order, an unforeseen situation occurred, which was followed, including, but not limited to: loss or damage to the cargo, the cargo caused harm to the health of the Contractor or its employees, the latter must immediately take all measures in its power to minimize the consequences: notify the Customer and the Administrator, contact the internal affairs authorities, and, if necessary, the health care organization, intended to serve the public.

5.6. When fulfilling the Order, the Customer accepts the work performed through the Platform, completing the Agreed Order. Primary accounting documents and accompanying transport documents are also subject to certification by the Parties' EDS through the Platform.

5.7. The Customer has the right to leave a Feedback about the Contractor, which is solely the subjective opinion of the Customer.

5.8. The rating according to the Reviews, as well as the number of completed Applications in relation to the Contractor, are determined by the Platform automatically.

5.9. Users (Customer and Contractor), by accepting this Offer, agree that they are provided with access to the messaging service, which allows the exchange of correspondence. Correspondence carried out through the Platform is not personal. By using this Platform, the User accepts that the Administrator has the right to read the messages sent at any time.

5.10. Any expert opinion of the Contractors expressed in the provision of Services by the Contractor is the subjective opinion of such Contractor. The Administrator is not responsible for the consequences of the Customer's agreement or disagreement with such conclusions and for the Customer's implementation or non-compliance with the recommendations of such Contractors.

# **6. PROCEDURE FOR SETTLEMENTS BETWEEN THE PARTIES**

6.1. Payment for completed Orders between the Customer and the Contractor (services rendered) shall be made in tenge, in accordance with the procedure established by the Agreed Application and fixed in the Agreement between the Parties.

6.2. In case of mutual settlements between the Parties, the responsibility for making settlements lies with each of the Parties. The Platform Administrator cannot guarantee the good faith of the Customer, and the risk of non-receipt of funds lies with the Contractor.

6.3. By accepting the terms of this Offer, the User agrees that payment for services or withdrawal of funds may not be possible due to the adoption of international acts and restrictions on the operation of some payment systems.

6.4. The Platform, as well as its partners, have the right to provide additional independent paid services and charge a Commission for the Subscription to access the Service, for transactions between Customers and Contractors, for placing advertising materials on the Platform on the terms and at prices posted in special sections of the Platform and effective on the date of payment. At the same time:

6.4.1. The Contractor's Users use the Service free of charge, except for the case when the Administrator fulfills the Contractor's User's order to accept non-cash funds from the Customer's User for the services provided by the User by the Contractor to the User-Customer.

6.4.2. Payment of the cost of the Administrator's Services provided per month specified in clause 6.4.1. are made by the User on a monthly basis within a period not exceeding 7 (seven) calendar days from the date of formation by the Administrator of the Act of Work Performed (Services Rendered) (hereinafter referred to as the Act) for the corresponding month.

6.4.3. Payment for the Administrator's Services is made by bank transfer, in particular by bank transfer to the Administrator's current account, or in any other way offered by the Platform.

6.4.4. During the period of service provision, on a monthly basis, until the 10th day of the month following the reporting month, the Administrator sends the User a Certificate of Work Performed (Services Rendered) in accordance with the volume of services actually provided in the Reporting Period. If the 10th day of the month following the reporting month falls on a non-working day, weekend or holiday, the Act shall be sent by the Administrator to the User on the next working day after the 10th day.

6.4.5. The Act shall be sent by the Administrator to the User in the form of an electronic document signed by EDS via the e-mail specified during the User's registration, or in the form of an EAVR through the IS e-invoice portal.

6.4.6. The date of receipt of the Act sent by the Administrator to the User by e-mail, including in the form of an electronic document, shall be the next business day after the day of sending.

6.4.7. The Parties have established that the Services are considered to be properly provided by the Administrator and accepted by the User to the extent specified in the Certificate, if within 10 (ten) business days from the date of the Act, the Administrator has not received motivated written objections from the User. After the expiration of the period specified above, claims regarding the deficiencies of services, including those related to the quantity (volume), cost and quality, are not accepted.

6.4.8. The Administrator has the right, at its discretion, to provide discounts on the cost of services, determining the conditions and grounds for their provision independently.

# **7. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**7.1. Administrator rights:**

7.1.1. Change the terms of this offer, set the cost of access to the Platform, as well as other conditions specified in this Offer or on the Platform.

7.1.2. Post on the Platform or send information or advertising messages in connection with the activities of the Platform to the email address or contact phone number provided by the User.

7.1.3. Refuse registration without giving reasons.

7.1.4. Assign or in any other way transfer its rights and obligations arising from its relations with the User to third parties.

7.1.5. Transfer personal data to third parties associated with the Administrator in order to properly provide services by the Platform under the terms of this Offer.

7.1.6. Request from the User documents confirming the accuracy of the data provided by the User, including, but not limited to, copies of passports, driver's licenses, orders for hiring Drivers, contracts with Drivers. A request for the provision of documents can be sent by the Administrator by e-mail to the User's e-mail address specified in the personal account.

7.1.7. If the User's data specified in the documents provided by him/her does not correspond to the data specified during registration, as well as in the event that the data specified during registration does not allow to identify the User, the Administrator has the right to deny the User access to the account and use of the Platform.

7.1.8. Request from the User documents confirming the performance of transportation, the provision of transportation services, to verify the validity of this transportation and the information provided by the User about this transportation. In the absence of supporting documents, or if the Administrator has doubts about the authenticity of the submitted documents, the Contractor has the right to apply to the User the measures specified in clause 7.1.7. of this Offer.

7.1.9. Use the vehicle location data (GPS tracks) provided by the User as part of any software of the Administrator and its affiliates by any means without restriction.

7.1.10. Make changes to this Offer without prior notice to the User, if such changes do not reduce the scope of the User's rights. Suspend or terminate the Services under this Agreement without prior notice. Terminate this Agreement unilaterally out of court by notifying the User in the cases provided for by this Agreement, including due to non-compliance with the criteria of good faith and reliability without disclosing the criteria for determining to the User. At the same time, the provision of Services under this Offer is suspended, and/or this Offer is considered terminated from the date of notification by the Administrator to the User.

7.1.11. At the request of the User, the Administrator has the right to provide the User with advertising and information materials about the Platform, and (or) about the services of the Contractor and (or) its affiliates for placement on the User's vehicles. The number of Vehicles on which the materials are placed, the places and terms of placement, as well as other issues related to the placement of materials on the Vehicles, shall be agreed by the Parties in the working order by e-mail.

7.1.12. At its own discretion and without the consent of the User, make changes to the content, functionality and user interface of the Platform.

7.1.13. Carry out preventive maintenance on the server on which the Platform is located, if possible, in the period from 10 p.m. to 6 a.m. (Astana time). The total time of unavailability of the Platform for the User associated with preventive maintenance shall not exceed 30 hours per month.

7.1.14. Suspend the provision of paid Services or terminate this Offer if the User has debts to the Administrator or under the service agreement concluded between the Customer and the Contractor in the amount of more than 5000 (Five thousand) tenge.

7.1.15. Post on the Platform for access to an unlimited number of persons information about the commercial designation, brand name and address of the User, in order to provide other Users with information about the counterparty in accordance with the current legislation.

7.1.16. Provide the data and information received from the User to the Platform Partners, employees and partners of persons with whom the Administrator has entered into an agreement, (1) related to the provision of the Service; (2) related to the provision of work, services under this Agreement, as well as related to the performance of actions aimed at organizing and performing control activities; (3) related to marketing, promotional and other events, promotions, programs in which the User's representatives, including Drivers, are participants.

7.1.17. In case of violation of the terms of this Agreement by the User, limit the functionality of the Platform.

7.1.18. Keep records of all appeals and communication sessions with any representatives of the User in order to resolve disagreements, disputes, exercise the rights and interests of the Administrator.

**7.2. Responsibilities of the Administrator:**

7.2.1. When executing the Offer, comply with its requirements, as well as the requirements of the law, including on the protection of personal data.

7.2.2. Maintain the confidentiality of the data provided by the User and not disclose them to third parties, except as provided for by law and this Offer.

7.2.3. Take measures depending on him/her to maintain the operability of the Platform.

7.2.4. Notify Users by push notifications in their personal account and at the email address specified during registration about changes in the terms of the Offer

7.2.5. Ensure the operability of the Platform and support for Users

7.2.6. Ensure the receipt, safety and transfer of funds in the presence of a corresponding order from the User when making transactions between the Customer and the Contractor

**7.3. User rights:**

7.3.1. Receive information about the procedure for the provision of services by the Contractors.

7.3.2. Independently use the available functionality of the Platform

7.3.3. Change registration and personal data on the Platform.

7.3.4. Instruct the Administrator for a fee and on the terms of this Offer, as well as the Administrator's internal rules posted on the Platform, to receive, safeguard and transfer funds when making transactions between the Customer and the Contractor

7.3.5. Use additional services of the Platform, the Administrator and its Partners, on the terms and conditions provided for by the description of the relevant services posted on the Platform in the card of such service.

**7.4. Obligations of the User:**

7.4.1. Timely track changes made by the Administrator to this Offer;

7.4.2. Timely and fully provide the Administrator and other Users with reliable information necessary for the conclusion and execution of the Offer.

7.4.3. When placing Ads and filling out the Questionnaire, indicate reliable information that does not violate the legislation of the Republic of Kazakhstan and the interests of third parties.

7.4.4. To pay the cost of the Contractors' Services in a timely manner and in full.

7.4.5. Prior to placing an Ad on the Platform, familiarize yourself with the content and conditions set forth in this Offer, as well as with other conditions specified on the Platform.

7.4.6. Not to use interaction with the Platform for unfair purposes.

7.4.7. Not to provide/transfer access to the Platform to third parties through their Personal Account.

7.4.8. Provide the Administrator with contact details of persons authorized to represent the interests of the User and responsible for operational interaction on the implementation of this Offer.

7.4.9. Prior to the start of the provision of Services by the Administrator, ensure the availability of EDS and registration in the User's Personal Account, in accordance with the instructions of the Platform provided by the Administrator at the request of the User.

7.4.10. Provide the Administrator during the validity period of this Offer with information (hereinafter referred to as the Information), including personal data of Drivers/Employees, brand name and address of the User, necessary for the provision of Services by the Contractor to the User and in order to implement the rights and legitimate interests of the Administrator, its partners and other Users. At the same time, in case of changes in the personal data of Drivers/Employees, brand name, address of the User, previously transferred by the User under this Agreement, the User undertakes to provide the Administrator with written information about such changes within 3 (Three) business days. At the same time, the User guarantees that the provision of information by the User, the content of information, and the use of information by the Administrator does not violate the rights of third parties, the norms of the current legislation, including the legislation on personal data, are not encumbered with the rights of third parties, and will not entail the Administrator's obligations to pay remuneration to third parties. The User understands and agrees that information about the User's brand name and address will be publicly available.

7.4.11. Accept the Administrator's Services, pay for the paid Administrator's Services in the amount, within the terms and on the terms provided for in this Offer or posted in the relevant section on the Platform.

7.4.12. The User Contractor undertakes to provide the User with the Services in accordance with the criteria specified by the User and the Customer in the request, as well as in accordance with the requirements of the Service Agreement concluded between them and the current legislation of the Republic of Kazakhstan.

7.4.13. Obtain permissions (consents) of Drivers/Employees, as well as permits (consents) of other persons involved in the provision of services to the User, the User, to transfer their personal data to the Administrator, the Administrator's partners involved in the provision of services to the User, the User, as well as to process the personal data of Drivers/Employees by any means, including obtaining information and personal data of these persons from any third parties, in order to fulfill this of the Agreement, as well as in order to exercise the rights and legitimate interests of the Administrator, its partners and Users, for the duration of this Offer and at least 5 (five) years after its termination. The User also undertakes to obtain written consent for the transfer to the Controller and further processing of the Driver's data, which are necessary for the authorization and use of the Driver Application by the Driver, for the specified purpose for the period specified in this clause. The User undertakes to store these consents for the specified period and provide them to the Administrator at his request. In case the User receives a written withdrawal of consent from the Driver/Employee or from other above-mentioned persons to the transfer of their personal data to the Administrator, the Administrator's partners, as well as to the processing of their personal data, the User undertakes to inform the Administrator within three working days in writing or by sending a letter to the Administrator's e-mail. The User guarantees the availability of these permissions to the Administrator and is responsible in accordance with the legislation of the Republic of Kazakhstan in their absence.

7.4.14. Keep the e-mail address of the contact person specified in the Personal Account up to date, as well as guarantee access to the specified mailbox only by persons authorized by the User by the Power of Attorney to interact with the Contractor on all issues related to the execution, amendment, termination, termination of this Agreement. When changing the e-mail address of the contact person, the User undertakes to inform the Contractor no later than 1 (one) business day and make changes to the details of the Parties by signing an additional agreement to the Agreement.

7.4.15. Refrain from giving any comments, interviews, answers to questions, as well as any other statements in the media, other forms of information dissemination, as well as at any events, both public and non-public, on behalf of the Administrator and/or on his own behalf about the Administrator's activities without prior written consent from the Administrator.

**7.5. As part of the use of the Platform Services, the User is prohibited from:**

7.5.1. Infringement of intellectual property rights, including the rights of other people or countries;

7.5.2. Attempt hacking and software vandalism in relation to the Platform;

7.5.3. Perform other actions that can cause moral and material damage to the Administrator, Users, including Contractors and Customers, and the Platform;

7.5.4. Disclose confidential information, if it has become known to him within the framework of this Offer.

**7.6. Users are prohibited from using the private messages section on the Platform to:**

7.6.1. Committing actions that violate the legislation of the Republic of Kazakhstan, norms of international law;

7.6.2. Uploading, sending, transmitting or any other way of publishing advertising information, spam, pyramid schemes, chain letters, unauthorized advertising;

7.6.3. Uploading, sending, transferring or any other way of publishing materials that are illegal, harmful, threatening, offending morality, defamatory, infringing copyright, promoting hatred and/or discrimination against people on racial, ethnic, sexual, social grounds;

7.6.4. Uploading, sending, transmitting or any other way of publishing materials that violate the rights of third parties.

7.7. Actions performed on the Platform shall be deemed to have been performed by Users if they are performed through their Personal Account, address

e-mail or phone.

# **8. LIABILITY OF THE PARTIES**

8.1. The Parties shall be liable for non-fulfillment and improper fulfillment of their obligations under this Offer in accordance with the legislation of the Republic of Kazakhstan.

8.2. In case of violation of the restrictions under this Agreement by the User, he/she undertakes to compensate for the losses caused by the written request of the Administrator sent in electronic form.

8.3. All text information and graphic images posted on the Platform belong to the Administrator. Violation of copyright and intellectual property rights entails liability in accordance with the legislation of the Republic of Kazakhstan.

8.4. The Administrator shall not be liable for damage caused to the User as a result of the improper result of the Contractor's Services selected on the Platform.

8.5. The Administrator is not responsible for the User's losses resulting from incorrect filling out of the Announcement form and/or the Questionnaire, including incorrect indication of personal data and information about the required service.

8.6. The User is fully responsible for the accuracy of the information and personal data specified by him/her when registering on the Platform.

8.7. In case of violation of the terms of this Offer by the User, the Administrator reserves the right to suspend or block the User's access to the functions of the Platform.

8.8. The Administrator shall not be liable for causing damages, including real, indirect, incidental, unintentional damage, lost profits, damage to honor, dignity or business reputation, loss of data or for causing any other losses to the User and third parties, including those that have arisen during the use or inability to use the Platform, or incurred as a result of errors, interruptions, defects, delays in operation, changes in the functions of the Platform, or transmission and/or loss of data. Also, the Administrator is not responsible for the actions/inactions of the Customers/Contractors that caused any damage to the other Party.

8.9. The Administrator is not responsible for the compliance of the content posted on the Platform by the Users with reality.

8.10. A User registered on the Platform as a Contractor may be blocked by the Administrator if:

8.10.1. The Contractor has not fulfilled the Order;

8.10.2. The Contractor has received three or more negative reviews;

8.10.3. The Contractor has indicated in its Profile contact details or links to third-party sites containing contact information or providing an opportunity to otherwise contact the Contractor, including sites for demonstrating its work or portfolio;

8.10.4. In correspondence with the Customer, the Contractor used profanity, insults, discussed issues not related to the essence of the Application;

8.10.5. The Administration received complaints against the Contractor from the Customers (rudeness, rudeness, inadequate communication, violation of agreements, etc.);

8.10.6. The Contractor responded to the Request, but refused to fulfill it without agreeing with the Customer and without deleting its Response, which led to a conflict situation or failure to fulfill the Request;

8.10.7. The Contractor responded to the Application, but sent another person who did not pass the Contractor's Registration procedure (friend, neighbor) without the consent of the Customer to fulfill the Order instead of him/her;

8.11. The Contractor shall be fully responsible for the safety of the cargo when fulfilling the Order. In the event that the cargo is damaged as a result of the provision of Services by the Contractor, the Contractor undertakes to compensate the Customer for all caused and documented losses.

8.12. To confirm the fact of the Contractor's responsibility for causing damage to the cargo, the Customer is obliged to provide an official extract (examination results) from a licensed expert organization, and in case of loss or theft of the cargo, the resolutions and decisions of the internal affairs authorities are considered to be confirmation.

8.13. The Customer shall be fully liable to the Contractor if, as a result of the provision of the Services by the Contractor, the latter has suffered documented harm to life and health due to unforeseen location or deficiencies of the cargo not provoked by the Contractor independently.

8.14. The User assumes full responsibility in case of any demands, claims, lawsuits of third parties, including state authorities and administration of the Republic of Kazakhstan, its subjects and local self-government bodies, as well as any public organizations in connection with the actual or alleged violation of personal and property rights (including copyright) of these persons, and the rules of morality or public order resulting from the use of the Services.

# **9. PRIVACY AND PERSONAL DATA**

9.1. In accordance with the legislation governing relations related to the collection and processing of Personal Data when the User makes an Acceptance, in the manner prescribed by the Offer, the User gives unconditional consent to the Administrator and Third Parties (Partners, other Users) to the Collection, Storage, Processing, cross-border transfer (if necessary) of the User's Personal Data in ways that do not contradict the law. In accordance with the requirements of clause 7.4.13. of this Offer, the User also grants the right to collect and process personal data of the Drivers and Employees of the User, including the right to collect and process data on their location and the location of the vehicles driven by them through GPS tracking.

9.2. The terms of confidentiality and use of information received from Users are defined in the Privacy Policy posted on the Website.

9.3. Under the User's personal data, the Parties have defined the information related to the User, as well as future changes and (or) additions to them, recorded on electronic, paper and (or) other tangible media,

9.4. Collection, processing and storage of Users' personal data is carried out by the Administrator for the following purposes:

9.4.1. for the purpose of proper execution of this Offer;

9.4.2. to verify the identity of the Contractor and/or the Customer;

9.4.3. for the purpose of marketing development of the Platform and statistics;

9.4.4. for the purpose of analyzing the activities of the Platform and the demand for certain services.

9.5. By accepting this Offer, the User confirms that he/she is familiar with the following security recommendations given by the Administrator and unconditionally releases the Administrator in the future from claims for the quality of the services provided/claims/lawsuits and other requirements of a material nature, if the consequence of non-compliance with these recommendations was (including, but not limited to) hacking/loss/leakage of information outside the Platform and other negative for the User consequences.

9.6. The User is recommended to create all conditions and make every possible effort to protect the data from his Personal Account.

9.7. The User is strongly discouraged from posting links to Orders accepted or published through the Platform in unreliable and untrusted sources.

9.8. If the Contractor or the Customer is a legal entity (organization) or an individual entrepreneur with employees, the responsible person undertakes to limit the circle of its employees admitted to information about the Users to the number necessary to fulfill the obligations provided for by the Offer.

9.9. The User undertakes not to disclose the information contained on the Platform. If the User suspects that this information has become known to unauthorized third parties, he is obliged to immediately contact the Administrator to block access to the Platform. The User shall bear the risk of losses caused by failure to comply with the requirements of this paragraph.

9.10. The User is solely responsible for any losses that may arise in the event of failure to ensure the security of access to the Platform, the transfer of credentials to third parties and the failure to timely inform the Administrator about the circumstances that are essential for access to the Platform and the performance of actions on it.

9.11. Each of the parties has agreed to consider the text of this Offer, as well as the entire amount of information transferred and transferred by the parties to each other during the emergence of legal relations and in the course of the performance of obligations arising from this Offer, confidential information (and to the extent permitted by the current legislation - a trade secret) of the other party.

9.12. Each of the parties undertakes not to disclose in any way (make available to any third parties, except when third parties have the appropriate authority by virtue of a direct provision of the law, or cases when the other party agrees in writing to provide confidential information, This obligation is fulfilled by the parties within the term of this Offer and within 5 (five) years after the termination of legal relations, unless otherwise agreed

9.13. These provisions impose obligations of non-disclosure of information on each of the Parties, as well as on all persons who are the personnel of the Parties, including after the termination of legal relations with them or termination of the employment contract and other persons who have access to such information. Disclosure of information recognized by the Parties as confidential is a violation of the Offer and may result in unilateral termination, regardless of whether it is caused by the intentional, reckless or presumptuous actions of one of the Parties. This clause does not apply to cases where confidential information was disclosed by the User's opponents, and becomes widely known in the absence of the fault of the Parties. This paragraph also does not apply to cases where a Party initiates proceedings in court against any third party where the disclosure of confidential information occurred in the interests of a prompt and complete resolution of the case in court.

9.14. Personal data of the User, his Drivers/Employees and other confidential information received by the Administrator as part of the implementation of this Offer may be deleted within 3 (Three) business days upon a written request of the User or third parties who are the owners of personal data, sent by e-mail: *info@coube.kz*

# **10. INTELLECTUAL PROPERTY RIGHTS**

10.1. All rights to the Platform, its structure and algorithms, as well as to the means of individualization used on the Platform, belong to the Administrator.

10.2. The rights to the content posted by the Users on the Platform belong to the Users.

10.2.1. By posting any protected materials on the Platform on his own behalf, the User declares and guarantees that the exclusive rights to the posted materials belong to him personally and do not violate the rights and legitimate interests of third parties.

10.2.2. In the event that the Administrator detects a violation of intellectual property rights of third parties, including a complaint from copyright holders, the Administrator has the right to unilaterally block or delete such materials.

10.3. Users are strictly prohibited from: attempting to copy, modify, compile, disassemble, use any means of "deep linking", collecting information on pages, robots, "spiders" or other automatic devices, programs, algorithms or methods, as well as any similar or equivalent manual processes to access, acquire, copy or track any part of the Platform and its content, try to circumvent technical restrictions, perform any actions aimed at restoring, studying, copying the source code (source text) of the Platform, revealing technology, disassembling or in any other way trying to extract the source code, copying the graphical interface, conducting testing, pentests, using the Platform in any illegal way, reproducing or circumventing the navigation structure or presentation of the Platform or its content to obtain or attempt to obtain any materials, documents or information by any means that were not specifically provided by the Platform, allow unauthorized access to the Platform by hacking, "analysis" of the password or any other illegal means, perform actions that pose a threat to information security, as well as falling under the Criminal Code of the Republic of Kazakhstan.

# **11. DISPUTE RESOLUTION**

11.1. Pre-trial settlement of a dispute is carried out through negotiations and claims and is mandatory

11.2. The recipient of the claim within 10 working days from the date of its receipt shall notify the applicant in writing of the results of the consideration of the claim.

11.3. If it is impossible to resolve the dispute in a pre-trial manner, either party has the right to apply to the judicial authorities for the protection of its rights. All disputes with the Platform Administrator shall be resolved in court exclusively at the location of the Platform Administrator in accordance with the current procedural legislation of the Republic of Kazakhstan. Disputes between the Customer and the Contractor are considered by jurisdiction.

11.4. All provisions of the Offer, including those not directly regulated by the text of this document, shall be interpreted in accordance with the legislation of the Republic of Kazakhstan.

11.5. When resolving disputes between the User and third parties, the subject of which is the Services under the agreed Applications drawn up through the Platform, the Administrator, at the written request of the User, has the right to provide the latter with the download of electronic and cryptographic data to confirm the fact of the transaction between the Contractor and the Customer.

# **12. MISCELLANEOUS**

12.1. After the acceptance of this Offer, the previous negotiations, correspondence and documents of the Parties on it become invalid.

12.2. This Offer can be terminated, changed at the initiative of the Administrator unilaterally.

12.3. This Offer may be terminated by the Administrator in case of violation of its terms by the User. At the same time, the Administrator reserves the right to claim compensation for losses caused as a result of such violation or non-performance.

12.4. Termination of the Offer is possible by agreement of the Parties, as well as in case of unilateral refusal to execute the Offer (refusal of the Offer) on the grounds provided for by the Offer and the legislation of the Republic of Kazakhstan.

12.5. The Contractor has the right to suspend the fulfillment of its obligations under the Offer (refuse the Offer) or refuse to fulfill the Offer:

* if the User commits actions that the Administrator, at its sole discretion, qualifies as non-fulfillment and (or) improper fulfillment by the User of the obligations regulated by the Offer, including violation of the rights of the Contractor and other Users or partners;
* in case of absence or insufficiency of funds necessary to pay for the Services;
* if the User's actions lead to Computer Incidents, which include any actions that may lead to separate or serial failures in the operation of the Platform, creating a threat to its proper functioning and (or) conditions for illegal receipt, copying, distribution, distortion, modification, destruction or blocking of information and functions posted on the Platform.
* in other cases, which the Administrator, at its sole discretion, qualifies that the User's actions entail and (or) may entail non-fulfillment and (or) improper fulfillment by the User of the obligations regulated by the Offer, possible (potential) losses and (or) risks and (or) the threat of their infliction and (or) occurrence for the Administrator and third parties.

12.6. In case of the User's unilateral refusal to fulfill the terms of the Offer, in the presence of pre-paid Services of the Platform (for example, subscription), the Administrator, on the basis of the User's written application, may make a refund for the unused period of the provision of services, if the services are provided during any period. The cost of the used period of services rendered is calculated proportionally based on the cost corresponding in the following order:

12.6.1. If the period of use of the continuing service does not exceed three months, the difference between the paid amount and the cost of the respective 3 (three) month continuous service shall be refunded.

12.6.2. If the period of use of the service is more than 3 (three) months, then the difference between the paid amount and the proportional cost of the period used is refundable. The following formula is used to calculate the period used:

S = N\*M/3, where:

N is the number of months\* of the period used;

M is the cost of the corresponding service lasting for 3 (three) months.

\*-Rounding of the number is made in the following order: by the 10th day of the month downwards, from the 10th day of the month - upwards.

12.7. In case of early termination of the legal relationship between the Administrator and the User within the framework of one-time Services, then upon their receipt by the User, no refund is made

12.8. This Offer comes into force from the moment of its acceptance by the User and is valid until the end of the calendar year. If neither party declares its intention to terminate the contract no later than 30 calendar days before the expiration of the contract, the contract is automatically extended for each subsequent calendar year.

**Name:** COUBE LLP

**BIN:** 230340018743

**Legal address:** Republic of Kazakhstan, index 050006, Almaty, Mamyr microdistrict, Korzhyn street, 11 apt. 2

**Actual address:** Kazakhstan, Almaty city, Baizakov Street, 280, Smart Point

**Bank** "Bank CenterCredit" JSC

**BIC** KCJBKZKX

**Account Number (KZT)** KZ918562203143475693

Director

Huseynov Tofig Aydin oglu

*Acting on the basis of the Charter*

Website [https://coube.kz](https://coube.kz/)