

<https://kytaza.com>®

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## **USER AGREEMENT**

To be in force from October 25, 2024

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## INTRODUCTION

The User accepts the terms and conditions of this Agreement if he/she ticks the required box under the heading “I accept the terms and conditions of the User Agreement” in the registration form and clicks on the “Continue” button after the registration form. By accepting this Agreement, the User also confirms that he/she has fully familiarized and accepted the “Privacy Policy” available on the Company's website at: [kytaza.com](http://kytaza.com).

When using additional functionality of the Service, the User shall familiarize and accept the relevant terms and conditions governing the provision of such additional functionality.

By registering a Personal Account on the Website, and getting access to the software of the Service for requests for provision of information regarding digital assets, the User should familiarize and accept the public offer for conclusion of the information services agreement (for individuals), or join the terms of the information services agreement (for legal entities, individual entrepreneurs and self-employed citizens).

The User undertakes to independently monitor new versions of the Agreement. By continuing to use the Service after the changes come into force, the User automatically accepts the new version of the Agreement. If the User does not agree with the terms of the Agreement, he/she should stop using the Service.

## TERMS AND DEFINITIONS

1. **API Key** – a unique identifier that the User can obtain when using specific KYTaza Services.
2. **API Service** – software that enables the transmission of information from the Company to the User in an automated manner based on User requests through the software interface.
3. **Acceptance** – full and unconditional acceptance by the User of the terms of this Agreement, as well as other agreements and policies published on the Website.
4. **Personal Account** – a part of the Website (or a similar resource or service) designed for interaction between the Service and the User, accessible through authentication credentials after the authorization process is completed.
5. **Users** – capable and legally competent individuals and legal entities (regardless of their organizational and legal forms) who access, download, or use the Service in any permitted manner and meet the criteria and conditions set by the Company. Users are a Party to this Agreement. If separate agreements exist for entities such as developers, distributors, or other organizations, those agreements take precedence.
6. **Service Rules** – this Agreement, the Personal Data Processing Policy on the Internet, other policies, public offers, and contracts between the Company and Users, as well as all rules, interpretations, announcements, statements, consent letters, and other documents issued or to be issued by the Company, including all provisions, rules for product and Service implementation processes, releases, and announcements.
7. **Applicable Law** – a set of international treaties, laws, subordinate regulations, clarifications, and directives of government bodies, including but not limited to higher judicial bodies and executive authorities, valid within the Republic of Kazakhstan.

8. **Providers** – the Company and all entities, including but not limited to legal entities outside the unified corporate group and teams that provide the Service and are responsible for its delivery. Providers may change as the Company evolves, and new Providers may assume obligations under this Agreement as additional services are introduced on the Service.
9. **Registration** – the User's submission of required information to create a Personal Account on the Service's Website (or another similar resource or service) for identification and subsequent interaction with the Company.
10. **Website** – a combination of software, exclusively owned by the Company, and information published on the Internet at <https://kytaza.com/>. The Website is administered by the Company.
11. **Service** – a platform offering various services and features (including access to software products and solutions, libraries, API services) provided to the User by the Company either free of charge or for a fee. The Service uses Internet technologies and/or distributed ledger technologies (blockchain), offered via the Company's websites, such as the Website, mobile applications, and other forms (including future technologies). One of the Company's Services is a web platform for digital asset security available at <https://kytaza.com/>, enabling online risk assessment of Digital Assets.
12. **Parties** – the parties to this Agreement: the User, on one side, and the Company, on the other.
13. **Account** – a collection of data about the User necessary for their identification and access to their data and settings in the Personal Account.
14. **Digital Asset** – a set of digital rights, digital currencies, digital financial assets, as well as other civil rights objects for which the Service may be provided.
15. **Company** – Limited Liability Partnership "KYTaza" (a Party to this Agreement), offering an ecosystem consisting of websites (including but not limited to <https://kytaza.com/> and other domain names and websites), mobile applications, plugins, bots, libraries (dynamic and static), applets, API services, and other applications developed to provide the Service, including independent platforms, websites, plugins (e.g., API service, plugin). In case of inconsistencies between the terms of use for the aforementioned platforms and the provisions of this Agreement, the applicable terms of such platforms take precedence. For aspects not governed by the respective platform's terms, this Agreement applies.

## 1. SUBJECT OF THE AGREEMENT

1.1. This Agreement (hereinafter referred to as the "Agreement") sets forth the terms and conditions for the use of the KYTaza Electronic Service, located at <https://kytaza.com/> on the Internet (hereinafter referred to as the "Service"), as well as the conditions for accessing the services provided by the Service. It is entered into between KYTaza Limited Liability Partnership (LLP "KYTaza") with Business Identification Number (BIN) 260240014633, registered address: Kazakhstan, Almaty, Medeu District, Gogol Street, Building 39, postal code 050000 (hereinafter referred to as the "Company"), which is registered and operates in

the territory of the Republic of Kazakhstan, and a user of the Service (hereinafter referred to as the "User"), who has completed the registration procedure for a Personal Account for individual use of the Service's services.

1.2. This Agreement constitutes an electronic contract between the User and the Company, as well as any third parties engaged by the Company (hereinafter referred to as "Providers"). Any other written or verbal agreements previously existing between the User and the Company are hereby replaced and rendered null and void. Kytaza Limited Liability Company hereby grants the User a non-exclusive license to access the Service and use its Services solely under the terms of this Agreement. The Company acts as the administrator of the Website and other domain names, websites, including landing pages. To provide Services, the Company may engage Providers. A change in Providers does not affect the rights and obligations under this Agreement concerning the User's use of the Services provided by the Company.

1.3. All content of the Service (including text, graphic elements, user interfaces, photographs, trademarks, logos, sounds, musical works, artworks, computer code, web design and site structure, selection, coordination, and arrangement of content on websites and/or mobile applications) is owned, controlled, or licensed by KYTaza Limited Liability Partnership and is protected by trademarks, patents, and other proprietary rights, including intellectual property rights.

1.4. The Agreement is deemed accepted by the User if the User checks the required box in the designated field under the heading "I accept the terms of the User Agreement" in the registration form and expresses their agreement and acceptance of the terms of this Agreement by clicking the "Continue" button after the registration form.

## **2. ACCEPTANCE, TERM, AND AMENDMENT OF THE AGREEMENT**

2.1. The text of this Agreement, permanently published on the Website, contains all the terms determined in accordance with Applicable Law and constitutes a public offer (proposal) by the Company to enter into this Agreement with any person under the terms outlined in the text. The term for accepting this offer-Agreement is unlimited as long as this Agreement remains published and accessible on the Website to an unrestricted audience.

2.2. By accepting this offer-Agreement, the User fully adheres to this Agreement without any changes or reservations. The User confirms that this Agreement is enforceable, does not contain burdensome terms that they do not accept, and that they have had the opportunity to participate in defining the terms of this Agreement.

2.3. The Agreement is considered concluded in written form if the written offer to enter into the contract is accepted through the performance of implied actions.

2.4. Acceptance of the terms of this Agreement is deemed to occur upon the User performing the following implied actions, either collectively or individually:

2.4.1. Registering a Personal Account on the Website and providing registration details (password, username, email address, and/or phone number) during the registration process.

2.4.2. Verifying their email address during the registration of the Personal Account on the Website.

2.4.3. Marking the checkbox in the designated field under the heading "I accept the terms of the User Agreement" in the registration form and clicking the "Continue" button after completing the registration form.

2.4.4. Continuing to use the Website.

2.5. The Company publishes amendments to this Agreement on its Website and/or in the Personal Account. The Company may send notifications of amendments via email to registered Users; however, sending such notifications is a right, not an obligation, of the Company.

2.6. Acceptance of the amended terms of this Agreement in its new version, published on the Website and/or in the Personal Account, is deemed to occur upon the User performing the implied actions listed in Clause 2.4 of this Agreement, either collectively or individually.

2.7. If the User does not agree with the amendments, they must immediately cease using the Website and other Services provided by the Company.

2.8. This Agreement is considered fully concluded at the moment the User provides acceptance of this Agreement.

2.9. By accepting all terms of this offer-Agreement, as well as any amendments to it, the User:

2.9.1. Confirms that they have read and understood this Agreement.

2.9.2. Assumes the rights and obligations stipulated by this Agreement.

2.9.3. Acknowledges responsibility for the obligations imposed on them as a result of entering into this Agreement.

2.9.4. Confirms the accuracy of their registration data and accepts responsibility for its completeness, accuracy, and authenticity.

2.9.5. Assumes all risks associated with errors and inaccuracies in the information they provide.

2.10. The Agreement may be terminated early by mutual agreement of the Parties or at the initiative of one of the Parties.

### **3. GENERAL PROVISIONS**

3.1. The subject of this Agreement includes both the current Services of the Company and those Services that will be developed and made available to Users in the future. Accordingly, by introducing new Services or removing existing ones, the Company changes the subject of this Agreement, which the User agrees to.

3.2. This Agreement is a civil contract between the User, the Company, and its Providers, creating legal rights and obligations.

3.3. By entering into this Agreement through Acceptance, the User confirms and guarantees to the Company that:

3.3.1. The User has provided accurate registration data during the registration of their Personal Account and for documentation purposes.

3.3.2. The User does not violate the laws of the Republic of Kazakhstan on personal data and/or the

rights of third parties by providing any information to the Company.

3.3.3. The User fully and unconditionally agrees with the terms of this Agreement and other documents, adherence to which is mandatory for entering into this Agreement.

3.3.4. The User possesses all the rights and authority necessary to enter into and execute this Agreement.

3.3.5. The User is not subject to bankruptcy, liquidation, reorganization, administrative suspension of activities, or other procedures that may affect their legal capacity.

3.3.6. The User is not listed among foreign or international non-governmental organizations prohibited in the Republic of Kazakhstan.

3.3.7. The User is not included in the list of organizations suspected of involvement in extremist or terrorist activities, as per the list available at: [https://antiterror.odkb-csto.org/terror\\_orgs/](https://antiterror.odkb-csto.org/terror_orgs/).

3.3.8. By entering into and performing this Agreement, the User acts within the laws of the Republic of Kazakhstan and does not infringe on the rights of third parties.

3.3.10. The User is not currently under criminal investigation as a defendant.

3.4. When using the Service and performing this Agreement, the User is prohibited from:

3.4.1. Violating the rights of third parties, including minors, and/or causing harm in any form.

3.4.2. Impersonating another person or a representative of an organization or community without sufficient authority, including impersonating Company employees, or engaging in any other forms of unlawful representation of others online, or misleading other Users and/or the Company regarding the characteristics or properties of any entities or objects.

3.4.3. Uploading, sending, transmitting, or otherwise distributing content without the rights to do so under applicable laws or contractual obligations.

3.4.4. Uploading, sending, transmitting, or otherwise distributing unauthorized advertising information or spam.

3.4.5. Uploading, sending, transmitting, or otherwise distributing any materials containing viruses or other computer codes, files, or programs designed to disrupt, destroy, or limit the functionality of any computer or telecommunications equipment, to gain unauthorized access, or containing serial numbers for commercial software products and programs for their generation, login credentials, passwords, or other tools for unauthorized access to paid resources on the Internet, as well as placing links to such information.

3.4.6. Illegally collecting and storing personal data of others.

3.4.7. Disrupting the normal operation of the Service and/or the Company.

3.4.8. Assisting actions aimed at violating restrictions and prohibitions imposed by this Agreement and Applicable Law.

3.4.9. Reproducing, duplicating, copying, selling, reselling, or otherwise using any parts of the Service, including software, for commercial or other purposes, unless the User has obtained permission from the Company.

3.4.10. Otherwise violating Applicable Law and the provisions of this Agreement.

## **4. ACCOUNT**

4.1. Users may voluntarily apply for registration of an Account to use the Service. When registering an Account, the User must provide the information requested by the Company necessary to create a Personal Account and facilitate interaction between the User and the Company. The User must accept this Agreement, the Internet Personal Data Processing

Policy published on the Website, and the public offer (for individuals) to enter into an information service agreement or the terms of the agreement for information services (for legal entities, individual entrepreneurs, and self-employed citizens), as published on the Website.

4.2. The Company reserves the right to deny Account registration at its sole discretion if it doubts the accuracy of the registration data or the compliance with Clause 3.3 of this Agreement.

4.3. The User agrees to provide complete and accurate information during Account registration for creating the Personal Account and to update such information upon request to maintain its accuracy and relevance.

4.4. Each User may have only one primary Account at any given time. This rule applies to all individuals, including self-employed citizens, individual enterprises, and legal entities, regardless of their organizational and legal form.

4.5. For specific Company services, the User may be required to create a separate Account independent of the primary Account. The registration, use, protection, and management of such Accounts are equally governed by this Agreement unless otherwise explicitly stated in special rules related to such separate Accounts.

4.6. Registering an Account implies the User's consent to process their personal data in accordance with the Internet Personal Data Processing Policy published on the Website. The information provided by the User may be used or processed to verify their identity, detect signs of money laundering, financing of terrorism, fraud, and other financial crimes, or for other lawful purposes.

4.7. The User consents to the Company and its Providers conducting necessary investigations, directly or through third parties, to verify the User's identity or protect the Company and/or the User from crimes or other legal violations. By providing required information, the User confirms its accuracy, relevance, and validity.

4.8. After registration, the User must ensure the accuracy, relevance, and completeness of the provided information and update it promptly in case of changes. If the provided information is found to be inaccurate, outdated, or incomplete, the Company may notify the User to make corrections or directly delete the information. Depending on the circumstances, the Company may suspend access to the Service or certain services. If the Company cannot contact the User through the provided contact information, the User is fully responsible for any losses or expenses incurred by the Company due to such use of the services.

4.9. The Account may only be used by the User who registered it. The Company reserves the right to suspend or block the use of Accounts by persons who are not the Account owners. If the User becomes aware of unauthorized use of their registration data to access the Personal Account under their Account, they must immediately notify the Company. The Company is not responsible for any harm, losses, or costs arising from the use of the Account by the User or any third party with or without their consent.

4.10. The User must treat their registration data, Accounts, Personal Accounts, and the information contained therein as restricted access (confidential information) and not disclose it to third parties.

4.11. Users are solely responsible for maintaining the security and confidentiality of their registration data (login, password, etc.), other credentials (API keys, etc.), and all actions performed in their Personal Account under their Account.

4.12. Users must not transfer their API keys or registration data (login and password) to third parties unless such transfer is permissible under specific rules for certain Services.

4.13. By creating a Personal Account, the User agrees to:

4.13.1. Immediately notify the Company if they become aware of any unauthorized use of their Account or password or any other security breach.

4.13.2. Strictly adhere to all security, authentication, and authorization mechanisms or procedures of the Company.

4.13.3. Take appropriate steps to log out of the Account at the end of each session.

4.14. The Company may immediately suspend the User's Account (and any Accounts beneficially owned by related organizations or affiliated individuals) or restrict access to the Service for any reasonable cause, including suspected violations of this Agreement, the Internet Personal Data Processing Policy, other Service rules, or any applicable laws and regulations.

4.15. The Company is not responsible to Users for any permanent or temporary changes to the Account or for suspending or terminating User access to all or any part of the Service.

4.16. The Company reserves the right to retain and use data or other information related to Accounts.

4.17. The above Account control measures may also be applied in the following cases:

4.17.1. Detection of unusual activity in the User's Account.

4.17.2. Detection of unauthorized access to the User's Account.

4.17.3. Legal obligations requiring the Company to enforce such measures by court order or other competent state authority.

4.18. The Company has the right to immediately block, revoke, and/or cancel the Account in the following cases:

4.18.1. After the Company ceases to provide services to the User.

4.18.2. If the User or a third party (on behalf of the User) registers a Personal Account after their previous Account was blocked, revoked, or canceled.

4.18.3. If the information provided by the User is inaccurate, outdated, or incomplete.

4.18.4. If the User disagrees with the amended terms of this Agreement and requests Account cancellation or otherwise.

4.18.5. At the User's request.

4.18.6. Any other circumstances where the Company deems it necessary to terminate User access to the Service.

4.19. If the User's Account is blocked, revoked, or canceled, information about the Account and related transactions will be securely stored for the period required by the laws of the Republic of Kazakhstan.

## **5. TERMS OF SERVICE USAGE**

5.1. Upon successful Account registration, the User gains access to the Service and the Company's/Providers' offerings, and may participate in User activities organized by the Company, in accordance with this Agreement and other applicable rules. The Company reserves the right to:

5.1.1. Provide, modify, or terminate/restrict User access to any of the Company's services and the Service at its discretion.

5.1.2. Permit or deny specific Users access to any services or features of the Service, in compliance with this Agreement and other applicable rules.

5.2. The User agrees to adhere to the following rules:

5.2.1. While using the Service, all User actions must comply with applicable laws, this Agreement, and the Company's other rules.

5.2.2. Use of the Service must not infringe on public interests, societal morals, or the legal rights of others, including actions that may obstruct, disrupt, negatively affect, or prevent other Users from using the Service.

5.2.3. The User's actions must not interfere with the normal functioning of the Service or the Company.

5.3. Without the Company's written consent, the following commercial use of the Service is prohibited:

5.3.1. Transmitting data or providing streaming services utilizing any Company data.

5.3.2. Operating any websites, applications, or services that charge for data obtained from the Company or otherwise profit from the Service (excluding participation in referral programs).

5.3.3. Using intellectual property in any manner other than those expressly authorized by this Agreement or other rules.

5.4. The User is prohibited from:

5.4.1. Using links, web crawlers, bots, or other automated tools, programs, scripts, algorithms, or methods, or any similar or equivalent manual processes to access, retrieve, copy, or monitor any part of the Service. This includes circumventing the navigation structure or presentation of the Service to obtain or attempt to obtain any materials, documents, or information not intentionally made available through the Service.

5.4.2. Attempting to access any part or function of the Service or any other system or network connected to the Service, without proper authorization, through hacking, password guessing, or other unlawful or unauthorized means.

5.4.3. Probing, scanning, or testing the vulnerabilities of the Service or any network connected to it, or breaching any security or authentication measures.

5.4.4. Conducting reverse searches, tracking, or attempting to track any information of other Users or visitors of the Service.

5.4.5. Taking actions that impose an unreasonable or disproportionately large load on the infrastructure of the Service's systems or any systems or networks connected to the Service.

5.4.6. Using devices or software to interfere with the normal operation of the Service or the Company.

5.4.7. Falsifying information, impersonating another person, or otherwise manipulating identification to conceal the origin of any messages or transmissions sent to the Company.

5.4.8. Using the Service in any unlawful manner.

5.5. The Company/Providers have the right to investigate any violations of this Agreement or other rules, either independently or with the involvement of third parties and competent state authorities. The Company may unilaterally determine whether the User has violated this Agreement or other rules and take appropriate actions without the User's consent or prior notification. Such actions may include, but are not limited to:

5.5.1. Blocking, revoking, or canceling the User's Account.

5.5.2. Reporting incidents to law enforcement authorities.

5.5.3. Publishing information about alleged violations and the measures taken.

5.5.4. Removing User-posted content deemed to be in violation.

## **6. TERRITORIAL SCOPE OF THE AGREEMENT AND SERVICES**

The Company reserves the right to select the territories (countries, economic unions, jurisdictions, regions) where it conducts its business operations. It may, at its discretion, restrict or deny access to the Service for Users located in certain territories.

## **7. INTELLECTUAL PROPERTY**

7.1. The Company is the sole owner of the Service.

7.2. Subject to the User's compliance with this Agreement and other applicable rules, the Company grants the User a revocable, non-exclusive, non-transferable, and non-sublicensable license to use the Service via the User's digital (computer) device solely for personal, non-commercial purposes. The permitted usage is limited to the following methods:

7.2.1. Reproduction necessary for the Service to function on the User's digital devices.

7.2.2. Remote access to the Service.

7.3. Use of the Service under this license is allowed only if all copyright notices, trademarks, and other notices of authorship remain intact and unaltered, and if the corresponding objects remain unchanged.

7.4. The license term coincides with the term of public offers and agreements made with Users. Upon termination of this Agreement (e.g., account cancellation) and/or other rules, the license agreement granted under this section automatically terminates.

7.5. The license territory is defined by the provisions outlined in Section 6 of this Agreement.

7.6. The User is prohibited from using the Service for resale or any commercial purposes on behalf of third parties. Such actions are strictly prohibited and constitute a material breach of this Agreement.

7.7. The content arrangement, format, functionality, and access rights to the Service are determined at the Company's discretion.

7.8. The User is prohibited from engaging in any actions with the Service beyond access and reproduction. Specifically, the User is not allowed to:

7.8.1. Create copies, including recording onto physical or electronic media for any purpose, including distribution to third parties through sale or other means.

7.8.2. Distribute copies.

7.8.3. Independently modify the Service, including creating derivative works (e.g., modifications).

7.8.4. Publish the Service.

7.8.5. Perform reverse engineering, decompilation, or disassembly of the Service or its elements, or undertake any actions to determine algorithms or gather technical information about the Service's functioning.

7.8.6. Reference the Service in publications, materials, or presentations without attributing it to the Company.

7.8.7. Engage in any other actions encompassed by the exclusive rights to the Service.

7.9. Rights to the Service are not transferred to the User. All text, graphics, audiovisual displays (interface), photographs, sounds, technological schemas, source code, object code, software, products, information, and documents, as well as the design, structure, selection, coordination, expression, appearance, and arrangement of any content included in or provided through the Service, belong to the Company or are provided by Providers or their affiliates.

7.10. The Company acquires exclusive rights to any feedback, suggestions, ideas, or other information or materials regarding the Company or the Service submitted by the User via email or other means.

7.11. The use of content or other elements of the Service is permitted only within the functionality of the Service. No elements of the Service or any content hosted on it may be used otherwise without prior authorization from the Company.

7.12. The Service may contain links to other websites (third-party sites). The Company does not verify these third-party sites or their content for accuracy, completeness, legality, or other criteria. The Company is not responsible for any information or materials found on third-party websites accessed via the Service, including opinions, claims, advertisements, or availability of such websites or their content.

7.13. A link (in any form) to any website, product, service, or information of a commercial or non-commercial nature displayed on the Service does not constitute an endorsement or recommendation by the Company.

## **8. LIMITATION OF LIABILITY**

8.1. The Company does not guarantee the accuracy, applicability, reliability, completeness, performance, or relevance of the information provided on the Service and is not liable for any losses or damages directly or indirectly caused by the User's use of this information. The information provided on the Service is subject to change without notice and is intended to

assist Users in making independent decisions.

**IMPORTANT:** The Company does not provide investment or advisory recommendations of any kind and assumes no liability for the use or interpretation of information provided by the Service.

8.2. The User uses the Service at their own risk. The Service is provided "as is" and "as available." The Company disclaims all liability, including for the Service's fitness for the User's purposes.

8.3. The Company does not guarantee that:

8.3.1. The Service meets the User's requirements;

8.3.2. The Service will be uninterrupted, timely, reliable, or error-free;

8.3.3. The results obtained through the Service will be accurate or reliable, or suitable for any purpose or quality;

8.3.4. The quality of any products, services, information, etc., obtained through the Service will meet the User's expectations.

8.4. Any information and/or materials accessed by the User through the Service are used at their own risk. The User is solely responsible for any consequences of using such information and/or materials, including damage to their computer or third parties, data loss, or other harm.

8.5. The Company is not liable for any damages resulting from the User's use of the Service or its individual parts/functions.

8.6. The User agrees to indemnify and hold harmless the Providers, their affiliates, contractors, licensors, and their respective directors, officers, employees, and agents from any claims, actions, proceedings, investigations, demands, lawsuits, expenses, or damages (including attorney fees, fines, or penalties imposed by regulatory authorities) arising from or related to:

8.6.1. Use of the Service or related actions;

8.6.2. Violation of this Agreement and/or other rules by the User;

8.6.3. Violation of applicable laws or the legitimate rights and interests of third parties during the User's use of the Service.

8.7. The Company is not a financial/credit institution, broker, intermediary, agent, or advisor and does not have fiduciary obligations or duties to the User regarding any decisions or actions taken by the User using the Service. No messages or information provided to the User through the Service are intended, considered, or interpreted as investment, financial, trading, or other advice.

The User is fully responsible for determining the relevance of any data to their personal goals, financial situation, and acceptable risk. The User assumes full responsibility for any losses or liabilities resulting from these decisions.

**IMPORTANT:** The Company does not recommend purchasing, earning, selling, or holding any digital assets. Before making any decisions to buy, sell, or hold any digital asset, the User should conduct their own thorough research and consult their financial advisors. The Company is not responsible for any decisions made by the User regarding the purchase, sale, or holding of digital assets based on information provided by the Service.

## **9. FORCE MAJEURE**

**9.1.** The Parties are released from liability for full or partial non-performance of obligations under this Agreement if such non-performance is caused by force majeure circumstances that render the performance of obligations by one of the Parties completely or partially impossible. Force majeure circumstances for the Company may include, but are not limited to, technological failures in the operation of information and telecommunication networks and cyberattacks (e.g., DDOS attacks, IP spoofing, phishing attacks).

**9.2.** Obligations under this Agreement that are not affected by force majeure circumstances must be fulfilled by the Parties in full.

## **10. DOCUMENT MANAGEMENT BETWEEN THE PARTIES**

**10.1.** All official announcements, news, and promotional activities will be posted on the Website. Users are obliged to regularly and timely review the posted materials. The Company is not responsible for any personal losses incurred by the User due to failing to familiarize themselves with or timely review the information published on the Website.

**10.2.** The Parties agree to use the electronic addresses and identifiers specified in this Agreement, User Accounts, and Personal Cabinets for sending notifications, messages, instructions, and other legally significant communications related to this Agreement. The Parties may disregard messages and documents received from addresses not listed in these sources. Persons corresponding from these electronic addresses are considered authorized representatives of the Parties, unless proven otherwise.

**10.3.** For correspondence and performance of this Agreement, the Parties may use simple electronic signatures according to the rules established in this Agreement. The rules in section 10 of this offer-Agreement form an agreement on electronic interaction between the Parties.

**10.4.** The User uses the email address and/or phone number provided during the Registration of their Personal Cabinet. Each of these identifiers is considered a simple electronic signature of the User when interacting with the Company through the Personal Cabinet and/or via the email client.

**10.5.** The Company uses:

10.5.1. Email: [info@kytaza.com](mailto:info@kytaza.com);

10.5.2. Phone number: +7(999) 096-62-44

Each of which is considered a simple electronic signature of the Company.

**10.6.** The Parties exchange legally significant messages through the User's Personal Cabinet on the Website.

**10.7.** Correspondence sent from the specified email addresses, communications via phone from the indicated number, correspondence through the User's Personal Cabinet (authorized using the aforementioned email addresses and/or phone number), including via Telegram, is considered equivalent to sending written correspondence in paper form, and the Parties agree that attaching the seal of the respective Party to such correspondence is not required.

**10.8.** When conducting electronic document exchange, the signature verification is done by comparing the email address and/or phone number, Telegram nickname with the information on the assigned email addresses, phone numbers, and Telegram nicknames (sections 10.4 - 10.7 of this Agreement).

**10.9.** The Parties recognize that documents received via fax, email, or other communication methods, including using the Internet, such as electronic messages and Telegram messages, may be used by the Parties as written evidence of their position, including in court.

## **11. PERSONAL DATA**

**11.1.** The User acts as the operator of personal data when using the Service to obtain relevant information regarding the following categories of data subjects:

11.1.1. Parties to transactions (deals) involving Digital Assets;

11.1.2. Owners of Digital Assets.

**11.2.** The Parties acknowledge that, for the purpose of executing this Agreement, the User may transfer personal data of third parties to the Company.

**11.3.** Upon the User's request, the Company may search for information regarding Digital Assets while using the Service. In the course of executing the User's request, information may be obtained that qualifies as personal data. Such information may directly or indirectly relate to the parties involved in transactions (deals) with Digital Assets/owners of Digital Assets. Specifically, the following information about these persons may be obtained:

11.3.1. First name (in Cyrillic or Latin); last name (in Cyrillic or Latin); patronymic (in Cyrillic or Latin); publicly known pseudonym; nickname in social media (Telegram, Twitter, Discord, VK, etc.); email address; bank card number; bank account number; phone number (mobile or landline); account number (client number); and other information that can directly or indirectly identify the parties to transactions (deals) with Digital Assets/owners of Digital Assets.

**11.4.** A different scope of personal data/information, as well as a list of data subjects/individuals, may be specified in relevant agreements between the User and the Company.

**11.5.** The Company has no direct interest or purpose for processing the information provided in clause 11.3 of this Agreement. The User determines the purposes, methods, processing timeframes, and other conditions for processing this information. The Company acts solely under the User's instructions when receiving and processing such information.

**11.6.** The User assures the Company that they have obtained specific, informed, conscious, and unequivocal consent from the third parties whose personal data is being transferred to the Company. Such consent was freely given by the third parties, in their own will and interest, for the processing of their personal data and the transfer of such data to the Company for pre-determined purposes, in full compliance with the legislation of the Republic of Kazakhstan.

**11.7.** The User assures the Company that the transfer of third-party personal data to the Company and the subsequent processing of such data by the Company for the purpose of fulfilling this User Agreement and other agreements between the Company and the User is compatible with the purposes of the initial collection of such data from these individuals, in accordance with the legislation of the Republic of Kazakhstan.

**11.8.** The User assures the Company that the receipt and processing of information regarding the parties to transactions (deals) with Digital Assets and owners of Digital Assets, as described in clause 11.3 of this Agreement, does not violate applicable law, including the legislation of the Republic of Kazakhstan in the area of personal data.

**11.9.** The Parties acknowledge that the Company is not required to obtain consent from third parties for processing their personal data/information for the purposes of fulfilling this Agreement, nor is the Company required to notify such third parties about the processing of their personal data/information, since such notification was carried out by the User in accordance with the Law on Personal Data or was not required under applicable law.

**11.10.** In the event that third parties (or their representatives) or government authorities request information about the legality of processing personal data of third parties, the User agrees to provide full assistance to the Company in preparing a complete and comprehensive response, including all necessary evidence.

**11.11.** The detailed issues related to the processing of personal data and other information arising in connection with the conclusion and execution of this User Agreement, as well as in connection with the provision of the Service, are regulated by separate agreements between the Company and the User. These agreements contain relevant instructions for the processing of personal data and other information.

## **12. DISPUTE RESOLUTION**

**12.1.** All disputes arising from this Agreement and/or other Rules, including but not limited to those related to the conclusion, interpretation, performance, termination, and invalidity of the Agreement, will be resolved by the Parties through negotiations.

**12.2.** In the event of a dispute, the interested Party must send a written claim to the other Party, signed by an authorized person, or in accordance with the rules of Section 10 of this Agreement. The letter containing the claim must include documents substantiating the claims of the interested Party that has submitted the claim.

**12.3.** The Party receiving the claim must consider the claim and notify the interested Party of the results in writing within 30 (thirty) calendar days from the date of receipt of the claim.

**12.4.** If the dispute arises and cannot be resolved through negotiations, the dispute shall be referred to the Arbitration Court of Almaty for consideration.

## **13. APPLICABLE LAW**

This Agreement is governed by and interpreted in accordance with the laws of the Republic of Kazakhstan. Issues not regulated by this Agreement shall be resolved in accordance with the laws of the Republic of Kazakhstan.

## **14. ASSIGNMENT**

As a general rule, no rights or obligations of a Party arising from this Agreement may be assigned, transferred, or delegated to any third parties. The Company has the right to involve third parties, including Providers, in the performance of this Agreement, as well as to transfer rights and obligations under this Agreement to them for the most complete and effective provision of the Service to Users.

## **15. FINAL PROVISIONS**

**15.1.** This Agreement and other Rules should not be construed as evidence of affiliation between the Parties.

**15.2.** The provisions of this Agreement should be interpreted literally, taking into account the specific use of terms and lexicogrammatical constructions in this Agreement.

**15.3.** If any part of this Agreement is deemed invalid, illegal, or unenforceable, that part of the Agreement will lose its legal effect. The recognition of any part of this Agreement as invalid, illegal, or unenforceable does not affect the validity of the entire Agreement, unless it contradicts the original nature and intentions of the relationship established between the Parties.

**15.4.** This Agreement constitutes the full and complete understanding between the Parties. It supersedes all previous agreements and correspondence between the Parties related to the subject matter of this Agreement.

## **16. CONTACT INFORMATION AND DETAILS**

Limited Liability Partnership "KYTaza"

Legal address:

Kazakhstan, Almaty, Medeu District,  
Gogol Street, Building 39, postal code  
050000

Business Identification Number (BIN):

260240014633

Bank Details: KZ79601A861079421981 (tenge)

Bank Name:

JSC «Halyk Bank of Kazakhstan»

Bank BIC: HSBKKZKX

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