

Terms of service

1. This User Agreement (hereinafter – “the Agreement”) is a public offer intended to an unlimited number of individuals (hereinafter – “the User”) in according to the Article 395 of the Civil Code of the Republic of Kazakhstan, about provision by the Limited Liability Partnership “10Tech” (hereinafter – “the Rightholder”) legal address: 16 A. Mambetov street, Office No. 45, Astana, 010000, the augmented reality application “OAR” (hereinafter – “OAR”, “the Application”) under the conditions set out below.
2. An installation of the Application and the beginning of its use is recognized as acceptance of the Agreement according to the Article 396 of the Civil Code of the Republic of Kazakhstan, which means full unconditional acceptance by the User of all the terms of the Agreement without any exemptions or restrictions. Before installing the Application, the User agrees to read the Agreement.
3. In case if the User for any reason does not agree with the terms of the Agreement, then the User is obliged to remove the Application from a device. Using the Application on other terms is not allowed. The user undertakes to monitor any possible changes on his own.
4. The Rightholder undertakes to provide the User with the right to use the Application (the simple (non-exclusive) license), the exclusive right to which belongs to the Rightholder, without granting the User the right to transfer, sublicense, which may be completely annulled at the discretion of the Rightholder, to use the Application on a Subscriber device that the User owns or disposes on a lawful basis.
5. The Agreement, as well as any subsequent amendments or additions to it that may be made by the Rightholder unilaterally, without any special notification of the User, are placed in the Application, unless otherwise is not foreseen in the new version of the Agreement. Upon denunciation or termination of the Agreement, the User loses the right to use the Application. The Rightholder has the right to terminate this Agreement at any time without explaining the reasons by stopping the use of the Application by the User.
6. The exclusive right to the Application belongs to the Rightholder according to the Certificate on the state registration No. 2823 of November 27, 2017 of IS 0354.
7. The scope of the right to use the Application provided to the User includes the use of the Application for its direct functional purpose, including the installation and playback of the Application on an unlimited number of Subscriber devices, provided that the combination, composition and contents

of the Application remain unchanged as they are provided for use by the Rightholder.

8. The User cannot do the following:

- sell, issue licenses (sublicenses), lease, assign, transfer, pledge, divide rights under this Agreement to third parties;
- use, copy, distribute or reproduce the Application for the benefit of third parties, as well as for commercial purposes;
- modify, disassemble, decompile, disassemble into component codes, process or improve the Application, try to get the source code of the Application program, disrupt the normal course of its work in different ways;
- process data using the Application, as well as derivatives of such product materials (with additions, reductions and other processing);
- introduce other users and the Rightholder into confusion about the User's identity, using the data of another registered user;
- use the software and perform actions aimed at disrupting the normal operation of the Application;
- upload, store, publish, distribute and provide access or in different ways use any information that contains threats, discredits, offends, defames honor and dignity or business reputation or infringes the privacy of other Users or third parties, is vulgar or obscene, contains pornographic images and texts or scenes of sexual nature involving minors, contains scenes of inhuman treatment of animals, contains a description of the means and methods of suicide, any incitement to commit it, propagandizes and / or foments racial, religious, ethnic hatred or enmity, propagates fascism or the ideology of racial superiority, contains extremist materials, promotes criminal activity or contains advice, instructions or guidelines for the commission of criminal acts , contains information of limited access, including, but not limited to, state and commercial secrets, information on the privacy of third parties, contains advertising or describing the attractiveness of the use of drugs, including "digital drugs" (sound files that affect the human brain through binaural beats), information about the distribution of drugs, prescriptions for their manufacture and advice on use, and violates other rights and interests of citizens and legal entities or requirements of the legislation of the Republic of Kazakhstan.

9. Violation of the integrity of the Application, violation of the protection systems of the Application, as well as other actions that violate the exclusive right of the Rightholder for the Application are not allowed and entail civil,

administrative, or criminal liability of the User in accordance with the legislation of the Republic of Kazakhstan, including the obligation to execute a court decision at the request of the Rightholder to recognize the right, to suppress actions that violate the law or create a threat of its violation, to reimburse of losses, to publish a court decision about the violation, indicating the actual Rightholder, about compensation for damages or payment of compensation.

10. The User accepts that when installing of the Application on the device, the organization providing Internet services may charge for Internet use according to the tariff.
11. The exclusive right to the Application in general and the computer programs included in its composition or used together with it, databases, cartographic, reference and information, audio-visual, textual and other textual materials, images and other objects of copyright and / or related rights, as well as objects of patent rights, trademarks, commercial designations and trade names, as well as other components of the Application (whether or not they are part of them or are additional components, and whether it is possible to extract them from their composition and use independently) are protected in accordance with Article 125 of the Civil Code of the Republic of Kazakhstan and belong to the Rightholder.
12. The Rightholder under this Agreement is not obliged to provide the User with support, maintenance, updates, modifications and new versions of the Application. However, it may occasionally release updates for the Application.
13. The Application is provided on an “as-is” basis, therefore the User is not provided with any guarantees that the application will meet the User's requirements, will be provided continuously, quickly, reliably and without errors, that results obtained using the applications will be accurate and reliable. If the application contains any third party software, such software is supplied without quality assurance, and its use is governed by the terms and conditions established by the aforementioned third parties. The Rightholder is not liable for delays, interruptions in the work and the inability to fully use the Application, occurring directly or indirectly due to the actions or inaction of third parties and / or the inability of information channels (the Internet) located outside the Rightholder's own resources. The User agrees that for the installation and operation of the Application, the User must use the software (web browsers, operating systems, etc.) and equipment (devices, network equipment, etc.) produced and provided by third parties, and the Rightholder cannot carry responsibility for the quality of their work. The User himself bears all risks associated with the use of the Application.

14. The Rightholder shall not be liable neither by virtue of a treaty, nor by an offense (including negligence), as well as in other cases, to the User or any third party for any loss or damage (including indirect, special, consequential), including, without limitation, any loss or losses in respect of business income, lost profits, goodwill, damaged or lost data or documents, incurred by any person as a result of or in connection with the use of the Application, but even if the Rightholder became aware of the possibility of such damages.
15. The Rightholder may, but is not obligated, to overlook the Application for the presence of prohibited content and can delete or move (without notice) any information in the Application at his/her sole discretion, for any reason or no reason, including, without any limitation, moving, or deleting information that on the personal opinion of the Rightholder, violates this Agreement, the legislation of the Republic of Kazakhstan and / or may violate the rights, harm, or threaten the safety of other users or third parties.
16. If, in spite of the terms of this Agreement, the Rightholder is found liable for the damage specified in clause 14 of this Agreement, as well as for any other damage, the amount of compensation will not exceed 10,000 (ten thousand) tenge or the amount in any other currency equivalent to the given value.
17. The User is solely responsible for compliance with the requirements of the current legislation of the Republic of Kazakhstan when using the Application, as well as all rights and legal interests of third parties. In case of presentation by third parties to the Rightholder of claims caused by actions (inaction) of the User when using the Application, the User independently regulates the disputes with third parties, and also compensates losses and expenses of the Rightholder upon his first demand.
18. The Rightholder has the right to inform the User about the order and methods of using the Application, on the marketing, advertising and other events held by the Rightholder, its partners and clients, on the conditions for the acquisition and consumption of third party services using the Application, by sending messages, including advertisements, on the Subscriber device, such as using a communication network, including mobile, to any means available to the Rightholder. Also, the User agrees to receive service messages necessary for the implementation of the Application functionality or the purpose of its use.
19. The processing of the User's personal data is carried out in accordance with the requirements of the current legislation of the Republic of Kazakhstan. Using the Application, specifically when registering an account, the User agrees that they will be processed by the Rightholder, its affiliates, contractors, agents, employees, either with or without automation. The Rightholder may collect personal information voluntarily and knowingly

provided by users during the creation of an account, if necessary for the use of the Application, and during such use, including surname, first name, patronymic, mobile phone number, e-mail address, age, buying preferences. The User is warned that the Rightholder can collect information about the location of the User, specifically using GPS, in order to improve the quality of service. The Rightholder may use the User's personal information in order to:

- provide services to the User, including for the purpose of granting the right to use the Application; send messages to users;
- provide users with support;
- send advertising materials to the target audience and report on preferential offers, promotions, marketing, advertising and other events held by the Rightholder.

20. The Rightholder will have the right to disclose the personal information of the User in the following cases:

- to comply with the requirements provided by the current legislation of the Republic of Kazakhstan;
- to ensure control over the implementation of this Agreement;
- to detect, prevent or resolve issues related to fraud, security or technical aspects;
- to respond to the User requests for support;
- to respond to claims that something or other content violates the rights of third parties;
- to respond for claims that contact information (for example, name, address, etc.) of a third party has been published or transmitted without its consent or as an insult;
- to protect the rights, property or security of the Rightholder, other users or the general public;
- if the Rightholder changes management system, including cases of merger, acquisition or purchase of all property of the Rightholder or a significant part of it;
- for the purpose of more efficient and rational use of the Application by the User.

21. If the User wishes to block or clarify the personal information transferred to the Rightholder, or terminate its processing to the Rightholder, then he or she can apply directly to the Rightholder at his official location address specified in this Agreement.