

# TERMS OF USE OF THE SITE UNIVERSITY OF THE FUTURE

## 1. General provisions

1.1. These Terms of Use of the Site (hereinafter referred to as the Rules) are developed by the private company **Bureau for Continuing Professional Development Ltd.**, represented by Acting Chief Executive Officer Obry Elmira Shakirovna, acting on the basis of the Charter and the decision of the sole shareholder No. 48 of October 27, 2020 (hereinafter referred to as the Company) in accordance with the current legislation of the Republic of Kazakhstan and establish the procedure for using the Site.

1.2. Basic concepts and definitions used in these Rules:

1.2.1. **Website** – an Internet resource <http://www.uof.kz> , i.e. information (in text, graphics, audio-visual or other form) placed on a hardware and software complex that has a unique network address and / or domain name and operates on the Internet;

1.2.2. **Platform** – automated online platform for training and professional development <https://app.claned.com/#/login?orgId=1410>

1.2.3. **User** – any individual who has visited the Site.

1.2.4. **Declared functions** – a list of tasks performed by the Site. The declared functions are implemented only if the Technical Requirements are fully met.

1.2.5. **Site Objects** – the totality of the results of intellectual creative activity (including: documents, articles, databases, other information that is posted on the Site, accessed and / or reported through the Site, the Site itself, information, materials, articles, texts, design, graphic content, images, illustrations, photos, videos, music, elements of the visual design of the Site, symbols, the Company's brand name and service mark, as well as other objects of the Site), protected by intellectual property law, the legal owner of which is the Company.

1.2.6. **Errors in the operation of the Site** – separately or serially occurring failures in the operation of information systems, information resources, information and communication networks that threaten their proper functioning and (or) conditions for illegal receipt, copying, distribution, distortion, modification, destruction or blocking of information accessed in them.

1.3. The Company has the right to impose restrictions on the use of the Site for all Users, or for certain categories of Users (depending on the User's place of residence, the language in which the Site is provided, etc.).

1.4. The User must not perform actions on the Site aimed at causing Errors in the operation of the Site.

1.5. The Company has the right to monitor (record and statistics) the User's actions on the Site.

## 2. Registration and subscription on the Site

2.1. User registration and subscription for the first 3 (three) months of use on the Site is free of charge. If you need to renew your subscription on the site, the payment is charged by purchasing a subscription for a certain period of time (1 month, 3 months, 6 months and 12 months) when the User clicks the " Buy "button on the "Subscriptions" page and withdrawing the amount from the User's card in the amount corresponding to the selected subscription type.

2.2. Registration on the Site is mandatory when the User orders the services provided by the Company under the terms of the Public Offer <https://www.uof.kz/contract-offer>

2.3. Any User can register on the Site. When registering, the User is obliged to read and accept these Rules, if the User considers the Rules unacceptable for himself or the User does not agree with their terms, the User is obliged to stop the registration process without completing it.

2.4. The personal data provided by the User during registration must be reliable. The user is solely responsible for the security (resistance to guessing) of the password chosen by him, and also independently ensures the confidentiality of his password.

2.5. The User undertakes not to disclose to third parties the personal data specified by him during registration. If the User has any suspicions about the security of his unique username and password or the possibility of their unauthorized use by third parties, the User undertakes to immediately notify the Company of any unauthorized use of his username and password.

2.6. By providing a valid email address and / or cell phone number, the User confirms that he / she has access to them and has the necessary authority to use them.

### **3. User's Personal Account**

3.1. The User's Personal Account (hereinafter referred to as the Personal Account) is a User account on the Platform that contains the User's Personal Data, username and password, as well as other information determined at the discretion of the Company.

3.2. The User's access to his Personal Account is carried out by using a unique username and password.

3.3. The User's personal information contained in the Personal Account is stored and processed by the Company in accordance with the terms of the Agreement on the Protection of Personal Data of Users <https://www.uof.kz/legaldocuments> and <https://claned.com/privacy-policy/>

3.4. The Personal Account grants the User the right to:

3.4.1. access to information about the services available and/or provided to the User of the Site and Platform;

3.4.2. monitoring (accounting and statistics) of User actions on the Site and Platform;

3.4.3. communication with the Company in the form offered by the Company;

3.4.4. perform other functions offered by the Company.

3.5. The User has the right to use his Personal Account for authorized access to the Objects of the Site and Platform.

3.6. The User is solely responsible for all actions (as well as their consequences) within or using the Site and the Platform through the User's Personal Account, including cases of voluntary transfer by the User of data for access to the User's Personal Account to third parties on any terms (including under contracts or agreements). At the same time, all actions within or using the Site and Platform under the User's account are considered to be performed by the User himself, except for cases when the User has notified the Company of unauthorized access to the Site and Platform using the User's Personal Account and/or of any violation (suspected violation) of the confidentiality of his password.

3.7. The User is obliged to immediately notify the Company of any unauthorized (not authorized by the User) access to the Site and the Platform using the data of the User's Personal Account and/or of any violation (suspected violation) of the confidentiality of the data of the Personal Account.

3.8. The Company has the right to block the User's Personal Account, delete any content without explanation if the User violates the terms of the Rules and other documents governing the relationship between the Company and the User.

3.9. The Personal Account is not deleted. The Personal Account is created by the User only for the purposes of using the services provided by the Site.

#### **4. Feedback**

4.1. All suggestions and questions of the User regarding the use of the Site should be sent to the support service of the Site at the email address [uof@aifc.kz](mailto:uof@aifc.kz)

4.2. The Company provides feedback to Users via e-mail from the e-mail address containing the domain name during working hours from 9: 00 to 18: 00 Nur-Sultan time [uof@aifc.kz](mailto:uof@aifc.kz);

4.3. The User must have a valid email address to which the User has access. At the same time, the Company does not guarantee and is not responsible for the inability to receive messages from the Site due to the restrictions on received messages set by third parties on mail servers, including spam filters that identify the Company's messages as spam or questionable emails.

4.4. The User must have a valid mobile phone number of the mobile operator to which the User has access and have the necessary authority to use it.

#### **5. Third-party information**

5.1. The Site contains hyperlinks to other sites on the Internet (hereinafter referred to as Third-party Sites). These third parties and their information (content) are not checked by the Company for compliance with certain requirements (reliability, completeness, legality, harmfulness, etc.). The Company is not responsible for any information, materials posted on third-party sites that the User gets access to using the Site, including any opinions or statements expressed on third-party sites, advertising, etc., as well as for the availability of such sites or content and the consequences of their use by the User.

5.2. A link (in any form) to any site, product, service, or any information of a commercial or non-commercial nature posted on the Site does not constitute an endorsement or recommendation of these products (services, activities) on the part of the Company, except in cases where this is explicitly stated on the Site.

#### **6. Terms of Intellectual Property Rights**

6.1. The Company grants the User a Non-exclusive right to use the Objects of the site without receiving income (direct or indirect commercial benefit) from such use, exclusively for their own consumption in the following ways and under the specified conditions:

6.1.1. The territory of use – on the Internet at the network address <http://www.uof.kz>;

6.1.2. Term of use –for the entire term of the Rules;

6.1.3. Permitted methods of use - the right of access (viewing).

6.2. Any other use of the Site Objects in a manner not expressly permitted by the Rules, without the written permission of the Company, is prohibited and is illegal. Including in relation to the Objects of the Site, the User undertakes to:

- 6.2.1. not to distribute in any way, form and conditions (sell, change, give, rent (rent), provide for temporary use, perform other operations, including in an open information and communication network);
- 6.2.2. not to make public in any way and conditions (publication, public display, public performance, communication and (or) communication to the public and other ways);
- 6.2.3. do not report on the air and /or via cable;
- 6.2.4. do not decompile or adapt the software on which the Site is based.;
- 6.2.5. not to modify (not to process) the software on which the Site performance and (or) the Site Objects are based.
- 6.3. All Objects of the Site may be reproduced, reprinted and retransmitted in any mass media( hereinafter referred to as mass media), on Internet servers or on any other media only with the written consent of the Company. In case of obtaining the written consent of the Company to use the Objects in the ways specified above in this paragraph of the Rules, the Site Objects are used with a mandatory hyperlink to the Site as the original source and with the preservation of the meaning set out in the document. This restriction applies equally to all media outlets, including Internet pages. The active hyperlink to the Site must be specified in the first or second sentences of the document text.
- 6.4. Any reprint or retransmission, reproduction, copying and/or distribution in any form on any resources, including on Internet sites, both in the original form and in the form of fragments of documents posted on the Site and the Platform is prohibited. The rights to use in any form the documents of these categories can only be obtained with the written permission of the authors of the documents themselves.
- 6.5. The Company pays special attention to the fact that the legislation of the Republic of Kazakhstan provides for civil, administrative and criminal liability for the illegal use of intellectual property objects, including by posting copies or parts of them on the Internet.
- 6.6. The Company has the right to demand payment of a fine in the amount of 50 000 tenge, in case of any unauthorized use of the Site and Platform Objects and / or violation of clauses 6.3. and 6.4. of these Rules.

## **7. Technical requirements for working on the Site**

- 7.1. Requirements for the User's software and hardware:
  - 7.1.1. a valid email address to which the User has access. At the same time, the Company does not guarantee and is not responsible for the inability to provide Services due to restrictions on received messages set by third parties on mail servers, including spam filters that identify the Company's messages as spam or questionable emails.;
  - 7.1.2. the valid mobile number of the mobile operator to which the User has access and has the necessary authority to use it;
  - 7.1.3. the relative smooth operation of the Site is possible in the Internet browsers Microsoft Internet Explorer 9.0 and higher, Opera 10.0 and higher, Mozilla Firefox 10.0 and higher, Google Chrome 10.0 and higher, Safari 5.0 and higher, while the Internet browser settings must support Java script. Otherwise, the Content may be displayed incorrectly and / or the performance of the Declared Functions will be impossible.;
  - 7.1.4. software tools that allow you to edit a document in the format .doc (MS Word);
  - 7.1.5. hardware requirements of the User's software and hardware (computer, terminal, device) that meet the requirements of the operating system.

7.2. The correct display of Content on mobile devices based on the Android and iOS operating systems is implemented only if the following hardware and software requirements are fully met:

7.2.1. the display of the mobile device must support the resolution:

7.2.1.1. 1024x768 and higher-Android;

7.2.1.2. 1136 x 640 and higher-IOS;

7.2.2. operating system version:

7.2.2.1. starting from version 2.3. x and higher (testing on earlier versions of the Android operating system was not performed) - Android;

7.2.2.2. starting from version 6.0 and higher (no tests were performed on earlier versions of the iOS operating system) - IOS;

7.2.3. internet browser:

7.2.3.1. Google Chrome version 39.0.2171.93 and higher (testing on earlier versions of the Internet browser was not performed);

7.2.3.2. Safari Internet browser version 5.0 and higher (no tests were performed on earlier versions of the Internet browser).

7.3. Requirements for communication channels - Internet connection speed from 512 Kbit / s per device. When using communication channels with a lower speed, the efficiency of the Site can be significantly reduced.

**Private company Bureau for Continuing Professional Development Ltd.**

BIN 190140900037

Registered address: 55/15 Mangilik El Str., Nur-Sultan, Z05T3C9

Actual address: Z05T3F6, Nur-Sultan, Mangilik El str., 55/23, block c.4.4.

Account number KZ879491100001444993 KZT

KZ769491100001444997 USD

KZ229491100001444999 EUR

JSC "ALTYN BANK" (SB China CITIC Bank Corporation Ltd)

SWIFT ATYNKZKA

BIN 190140900037

Beneficiary's code 17