

## **TERMS OF USE OF THE UNIVERSITY OF THE FUTURE WEBSITE**

These Terms of Use of the Website (hereinafter referred to as the Rules) have been developed by a Private Company AIFC Professional Services Group Limited (hereinafter referred to as the Company) in accordance with the current legislation of the Republic of Kazakhstan and establish the procedure for using the Website.

### **1. General provisions**

1.1. Basic terms and definitions used in these Rules.

1.1.1. **Website** – an online resource <http://www.uof.kz> , i.e. information (in text, graphic, audiovisual or other form) placed on a hardware and software complex having a unique network address and/or domain name and functioning on the Internet, including, but not limited to, an automated online platform for training and professional development <https://app.claned.com/#/login?orgId=1410>

1.1.2. **User** – any natural person who has visited the Website, regardless of whether such an individual has a registration on the Website.

1.1.3. **The Declared Functions** are a list of tasks performed by the Website. The Declared Functions are implemented only in full compliance with Technical Requirements.

1.1.4. **The Objects of the Website** are the totality of the results of intellectual creative activity (including: documents, articles, databases, other information that is posted on the Website, access to and (or) formation of which is carried out through the Website, the Website itself, information, materials, articles, texts, design, graphic content, images, illustrations, photos, videos, music, elements of the visual design of the Website, symbols, brand name and service mark of the Company, as well as other objects of the Website), protected by intellectual property law, the rightful owner of which is the Company.

1.1.5. **Errors in the operation of the Website** – 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.

1.1.6. **Offer** is a public offer of the Company addressed to any individual or legal entity for the purchase of services on the existing terms contained in the Offer, including all annexes thereto.

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

1.3. The User must not perform actions on the Website aimed at causing an Error in the operation of the Website.

1.4. The Company has the right to monitor (record and statistics) User actions on the Website.

### **2. Registration on the Website**

2.1. User registration on the Website is free of charge.

2.2. Registration on the Website is mandatory when ordering services by the User, which are provided by the Company on the terms of the Public Offer [https:// www.uof.kz /contract-offer](https://www.uof.kz/contract-offer)

2.3. Any User can register on the Website. When registering, the User is obliged to

read and accept these Rules, if the User considers the Rules unacceptable or the User does not agree with their terms, then 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/her, and also independently ensures the confidentiality of his/her password.

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

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

2.7. The use of "cookies" technology. "Cookies" do not contain confidential information and are not transmitted to third parties. The Company receives information about the IP address of the Website user. This information is not used to identify the Customer, except in cases of suspicion or fraud.

### **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 Website containing the User's Personal Data, his/her login and password, as well as other information determined at the discretion of the Company.

3.2. The User's access to his/her Personal Account is carried out by using a unique login 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 Privacy Policy <https://uof.kz/privacy-policy> 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 rendered to the User of the Website;

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

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/her Personal Account for authorized access to the Objects of the Website.

3.6. The User is solely responsible for all actions (as well as their consequences) within or using the Website 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 contracts or agreements). At the same time, all actions within or using the Website under the User's account are considered to be performed by the User, except in cases when the User has notified the Company of unauthorised access to the Website using the User's Personal Account and / or of any violation (suspicion of violation) of the confidentiality of his/her password.

3.7. The User is obliged to immediately notify the Company of any unauthorised (not authorised by the User) access to the Website using the User's Personal Account data and/or of any violation (suspicion of violation) of the confidentiality of Personal Account

data.

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 regulating the relationship between the Company and the User.

#### **4. User Restrictions**

4.1. The Users shall use the Website solely for their internal purposes as contemplated by the Offer and shall not use the Website to send

- (a) any form of duplicative and unsolicited message,
- (b) harvest, collect, gather, or assemble information or data regarding other users without their consent,
- (c) transmit through or post unlawful, immoral, libellous, tortuous, infringing, defamatory, threatening, harassing, vulgar or obscene material,
- (d) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents or programs,
- (e) interfere with or disrupt the integrity or performance of the services or the data, or
- (f) attempt to gain unauthorized access to the Website, computer system or networks related to Company's systems,
- (g) constitute an infringement of intellectual property or other proprietary rights, or
- (h) otherwise violate applicable laws or regulations.

4.2. The User shall not, and shall not permit, any person to access or use the Services except as expressly permitted by Offer and, in the case of third-party products, the applicable third-party license agreements. Without limiting the foregoing and with the exception of cases expressly stipulated in the Offer, Users under no circumstances directly or indirectly have the right to:

4.2.1. copy, modify, adapt, translate or create derivative works or improvements to the Website, in whole or in part;

4.2.2. rent, lend, sell, sublicense, assign, distribute, publish, disclose, transfer or otherwise provide access to the Website to any third party, including or via the Internet or a time-sharing service, bureau, software as a service, cloud or other technology or service;

4.2.3. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Website or third-party products, in whole or in part; or access or use the Website in order to build or support, and/or assist a third party in building or supporting, products or services competitive to the Company;

4.2.4. bypass or breach any security device or protection used by the Website or access or use the Website other than by the User through the use of their own then valid access credentials,

4.2.5. input, upload, transmit or otherwise provide to or through the Website, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code,

4.2.6. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Website, or provision of services by the Company to third-parties, in whole or in part;

4.2.7. remove, delete, alter or obscure any trademarks, documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any material on the Website, including any copy thereof;

4.2.8. access or use the Website in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any

person, or that violates any applicable law;

4.2.9. access or use the Website for purposes of competitive analysis of the Services, the development, provision, or use of a competing software service or product or any other purpose that is to the Company's detriment or commercial disadvantage;

4.2.10. otherwise access the Website or use them outside the scope of the permission granted in accordance with the Offer.

4.3. The Company may distribute certain Third-party Products. Such Third-Party Products are subject to their own license terms and applicable regulations. If the User does not agree to comply with the applicable terms for such a Third-Party Product, he must refrain from using the Website.

4.4. The Website also contains certain open-source software. The User understands and acknowledges that such open-source software is not licensed to the User pursuant to the provisions of the Offer and that nothing contained on the Website may be construed to grant any such right and/or license. The User shall have only such rights and/or licenses, if any, to use the open-source software as set forth in the respective licenses. All open-source software is provided by the Company on an "as is" basis and the Company disclaims all warranties with regard to the open-source software, including without limitation, all implied warranties of merchantability, non-infringement, and fitness for a particular purpose. The Company is not responsible for any access to or use of data of the User by Third-party providers or their products or services, or for the security or privacy practices of any Third-party provider or its products or services. The User is solely responsible for his/her decision to permit any Third-party provider or third-party product or service to use its data.

## **5. Feedback**

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

5.2. 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 Astana time [uof@aifc.kz](mailto:uof@aifc.kz);

5.3. The User must have a valid email address that the User has access to. At the same time, the Company does not guarantee and is not responsible for the inability to receive messages from the Website 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.

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

## **6. Third party information**

6.1. The Website 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 accesses using the Website, including for 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.

6.2. A link (in any form) to any website, product, service, or any information of a commercial or non-commercial nature posted on the Website 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 indicated on the Website.

## **7. Conditions on Intellectual property rights**

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

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

7.1.2. Term of use – for the entire term of the Offer;

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

7.2. Any other use of the Website Objects in a way 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 Website, the User assumes the obligation:

7.2.1. to not distribute in any way, form and conditions (sell, change, give, rent (lease), provide for temporary use, perform other operations, including in an open information and communication network);

7.2.2. to not make public in any way and conditions (publication, public display, public performance, communication and (or) communication to the public and other methods);

7.2.3. to not report on the air and (or) by cable;

7.2.4. to not decompile or adapt the software on which the Website's performance is based;

7.2.5. to not modify (reuse) the software on which the functionality of the Website and (or) the Objects of the Website are based.

7.3. All Objects of the Website may be reproduced, reprinted and retransmitted in any mass media (hereinafter referred to as the media), on Internet servers or on any other media only with the written consent of the Company. In case of obtaining the Company's written consent to use the Objects in the ways specified above in this paragraph of the Rules, the Objects of the Website are used with a mandatory hyperlink to the Website as the primary source and with the preservation of the meaning set out in the document. This restriction applies equally to all media, including Internet pages. The active hyperlink to the Website must be indicated in the first or second sentences of the document text.

7.4. It is prohibited to reprint or retransmit, reproduce, copy and/or distribute in any form on any resources, including on Internet sites, both in its original form and in the form of fragments of documents posted on the Website. The rights to use these categories of documents in any form can be obtained only with the written permission of the authors of the documents themselves.

7.5. The Company draws special attention of Users 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.

7.6. The Company has the right to demand payment of a fine in the amount of 50,000 tenge, in case of any unauthorised use of the Objects of the Website and/or violation of paragraphs 7.3. and 7.4. of these Rules.

## **8. Technical requirements for working on the Website**

8.1. Requirements for the User's software and hardware:

8.1.1. a valid email address that the User has access to. 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 installed by third parties on mail servers, including spam filters that identify the Company's messages as spam or questionable emails.;

8.1.2. a valid cellular number of the mobile operator to which the User has access and has the necessary authority to use it;

8.1.3. the relative smooth operation of the Website 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 not be displayed correctly and (or) it will be impossible to perform the Declared Functions;

8.1.4. software tools that allows to edit a document in the format

8.1.5. .doc (MS Word);

8.1.6. hardware requirements of the software and hardware (computer, terminal, device) of the User corresponding to the requirements of the operating system.

8.2. The correct display of the Website on mobile devices based on Android and IOS operating systems is implemented only with full compliance with the following hardware and software requirements:

8.2.1. the display of the mobile device must support the resolution: 1024x768 and above - Android; 1136 x 640 and above - IOS; operating system version: starting from version 2.3.x and above (testing on earlier versions of the Android operating system was not performed) – Android; starting from version 6.0 and above (testing on earlier versions the IOS operating system was not produced) - IOS;

8.2.2. Internet browser: Google Chrome version 39.0.2171.93 and higher (testing on earlier versions of the Internet browser was not performed); Safari Internet browser version 5.0 and higher (testing on earlier versions of the Internet browser was not performed).

8.3. 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 Website can be significantly reduced.