

## **Offer agreement for Individuals, Legal Entities, and Individual Entrepreneurs (Terms of Providing Hosting Services on Prepayment Terms)**

The Limited Liability Partnership "Internet Technologies", hereinafter referred to as the "Executor", represented by the director Vasin Andrey Vladimirovich, acting on the basis of the Charter, publishes these Terms, which constitute a public offer (proposal) for the provision of hosting services and other related services.

### **1. General Provisions**

1.1. These Terms, in accordance with Article 395 of the Civil Code of the Republic of Kazakhstan, constitute a public offer (proposal) of the Executor addressed to individuals, legal entities, and individual entrepreneurs, containing essential terms of the contract for the provision and use of Services.

1.2. The full and unconditional acceptance of this offer consists of any actions to fulfill the conditions specified in this offer, including registration as a Client of the Executor, payment for Services by any method provided for in this offer, as well as other similar actions confirming the intention of the person to use the Services.

1.3. From the moment of acceptance, the Client is considered to have familiarized themselves with and agreed to this offer and, in accordance with the Civil Code of the Republic of Kazakhstan, is considered to have entered into contractual relations with the Executor in accordance with these Terms.

1.4. The obligations of the Executor are limited to the conditions of this offer; in particular, the Executor is not obliged to provide services to the Client for granting access to the Internet. The Client independently ensures access to the Internet at their own expense. The Executor also does not provide the opportunity for the Client to send and receive electronic messages at the Executor's office; settings and/or diagnostics of computer equipment and software, as well as training the Client and/or the Client's employees in skills for working with software and hardware.

## **2. Concepts and Definitions Used in the Terms**

The concepts and definitions used in these Terms have the following meanings:

2.1. SERVICES — the hosting services provided by the Contractor and other related services. A complete list of Services is specified on the Contractor's website at registry.kz.

2.2. CLIENT — a natural or legal person or an individual entrepreneur who has accepted this offer in accordance with Article 1 of these Terms.

2.3. INTERNAL BALANCE — a virtual individual account of the Account, on which the balance of paid and used Services is maintained, including the amount of funds deducted for the provided Services and the remaining balance in the account. Depending on the payment method chosen by the Client, the replenishment of the Internal Balance is carried out immediately or on the next business day after the funds are received in the Contractor's settlement account.

2.4. TARIFF — the cost of a specific Service for a certain period of its use, determined by the specifics of the corresponding Service.

2.5. BILLING PANEL — software hosted on the website registry.kz, allowing the Client to independently manage the connection/disconnection and use of Services, as well as perform other technical and administrative actions with the Account.

2.6. ACCOUNT — a structure of specific data, information, volume of Services, and Personal Account, collectively related to a single element of the database and individualized by the account data provided by the Client during registration in the BILLING PANEL. Other concepts and definitions not explicitly defined in these Terms are interpreted in accordance with the legislation of the Republic of Kazakhstan.

## **3. Rules for Using Services**

3.1. Registration of an Account in the Billing Panel is carried out by the Client independently on the Contractor's website by providing their account data in accordance with the system's instructions. The main elements identifying the Client in the system are the login, password, and personal client identifier (ID) specified during registration(Account Data).

Registration of the Account is free. The Contractor does not verify the Client's data; however, has the right at any time to request confirmation of the accuracy of the entered data or the provision of missing data (by providing copies or originals of confirming documents) and to suspend the provision of Services until the confirming documents are provided and the Client changes and/or supplements the requested data.

3.2. Password recovery using instructions can be carried out by the Client independently, provided that the Client's contact e-mail (email address) is present in the Account's information data. The Contractor restores the password only upon the Client providing documents identifying the Client, and the data specified in the submitted documents matching the data entered during the Account registration. Otherwise, the password used by the Client to access the Account is not restored by the Contractor.

3.3. After registering the Account and paying for the Services (subject to the conditions established by these Rules), the Client gains the ability to use the Services from the moment of replenishing the Internal balance.

3.4. The selection and use (connection and/or disconnection) of specific Services is carried out by the Client independently using the Billing panel of the Account. Access to the Billing panel of the Account is provided on the website by entering the Client's account data in the corresponding fields.

3.5. Domain registration is one of the types of Services provided by the Contractor as a commercial representative of the Client before the authorities and organizations that are domain registrars. The fee charged by the Contractor for domain registration includes the Contractor's remuneration for commercial representation. The Contractor is not responsible for the timing and possible delays in registration related to the technological features of domain registrars, as well as for the refusal of the registrar to register the domain.

## REGISTRY

In accordance with the rules of domain registration, a domain name is considered registered from the moment the registrar enters information about it into the corresponding registry without issuing documentary confirmation of the domain registration.

When choosing the "Domain Registration" Service, the Client undertakes the obligation to provide accurate and correct information requested by the registrar for the procedure of registering the domain name. The information provided by the Client during the registration of the domain name will be the condition for confirming the ownership rights to the registered domain name in the event of disputes regarding its ownership.

The information provided by the Client during the registration of the domain name is stored by the Registrar and is not verified by the Executor. However, if, in the opinion of the Executor, the Client has provided knowingly false information, the Executor has the right to refuse the Client in domain registration or cancel the registration until the accuracy of the information is confirmed and/or it is changed. The responsibility for the accuracy of the above-mentioned information lies entirely with the Client.

After the registration of the domain name, the information provided by the Client during registration (partially or fully) becomes accessible (known to an unlimited circle of persons) through the public "whois" service. The Client hereby confirms that they understand and agree that the publication of this information is a mandatory condition for the registration of domain names, established by the corresponding registrar for all domain names registered in the corresponding domain zone, and does not constitute a violation of the confidentiality of the information provided by the Client by the Executor.

The scope and content of the information subject to disclosure is determined by the registrars of the corresponding domain zones. When registering domain names in certain zones, for which registrars have established mandatory rules and conditions for their registration and use, the Client, by ordering the "Domain Registration" Service and providing the necessary information for registration, confirms their agreement with the above-mentioned rules and conditions and undertakes to comply with them.

The Client can familiarize themselves with the rules and conditions for domain name registration in specific zones on the websites of the registrars and administrators of the corresponding domain zones.

3.6. The possibility of installing applications from the Billing Panel is an adaptation by the Contractor of various types of programs (both commercial and free - using the GPL license or similar) for the convenience of their use by the Client. At the same time, for the functioning of specific applications, the Client may require the connection of certain Services. The Contractor is not the developer of the applications, and therefore the Contractor is not responsible for the operability and security of the installation and functioning of the applications, nor does it carry out their configuration and consulting on the operation of these applications. The Contractor is also not obliged to provide the possibility of using the latest versions of the software. The Client undertakes to independently monitor changes in the versions of applications, their updates, and the security of their use.

3.7. The Client bears full responsibility for actions and/or inactions that led to the disclosure, loss, theft, etc. of their account data and other information identifying the Client, as well as for any actions and/or inactions of third parties using the Client's account data. The Contractor is not responsible for the aforementioned actions of the Client and/or third parties using their account data.

3.8. The Contractor performs data backup for the Client, except for email messages and log files of the Client. At the same time, the backup of the Client's data is carried out by the Contractor within the timeframes and periods established by the Contractor independently, unless otherwise provided by the Services connected by the Client.

3.9. The Contractor provides the Client with the opportunity to use a domain name of the type "name.registry.kz" as a technical name for the purposes of setup, conducting website testing, as well as other technical actions in the absence of the Client's own domain name. The technical name provided by the Contractor cannot be used by the Client for hosting a website on the Internet for public viewing, advertising, providing Services, and conducting entrepreneurial or other activities. The aforementioned actions can only be carried out by the Client using their own domain name (by registering a new domain name or transferring an existing domain name).

3.10. When using the Services, the Client agrees that various services provided by the Contractor, web server error pages, warnings, including when blocking the Account, and other software settings may be designed using graphic and other design elements of the Contractor, and these actions do not constitute a violation of any rights of the Client. In some cases, the Client has the ability to independently change the appearance of these (in particular, some web server errors).

3.11. When using the Services, it is prohibited to use the Account solely for the purpose of mass registration and/or renewal of domain registrations without the intention of using other Services of the Contractor. The criteria for classifying the actions of the Client as mass registration and/or renewal of registration are determined by the Contractor independently, which is why when using the Service "Domain Registration," the Contractor may impose restrictions on the number of domains that can be registered and/or renewed from one Account per month.

3.12. When using the Services, any actions aimed at obtaining unauthorized access to the server resources and other technical means of the Contractor, personal accounts and other data of other Clients, as well as to any other data available through the Internet, are prohibited, in particular, the destruction or modification of software and/or data not belonging to the Client, without the consent of the owner of such software and/or data. Unauthorized access is understood as actions aimed at obtaining access to resources in a manner different from that intended by the resource owner as permitted.

3.13. When using the Services, the Client is prohibited from sending mass "spam," i.e., electronic messages of a commercial, advertising, and other nature, not agreed upon (not requested) by the recipient, via email and in teleconference groups, as well as on internet forums, blogs, and other resources with the ability to publish messages, through the technical resources of the Contractor. Sending information with the consent of the recipient, with the possibility of unsubscribing, is not considered "spam." Electronic messages are understood as messages. Email, ICQ and other similar means of personal information exchange.

3.14. It is prohibited to send "spam" through resources not belonging to the Contractor, in the case that the message contains coordinates (website address, email, etc.) supported by the Contractor.

3.15. It is prohibited to forge official information, use non-existent return addresses in the headers of electronic messages, as well as to falsify one's IP address and/or addresses used in other network protocols when transmitting data.

3.16. It is prohibited to register domain names and host websites that impersonate a known service for the purpose of collecting user data ("phishing").

3.17. The installation of unlicensed software is prohibited.

3.18. The Contractor imposes the following restrictions on the posted information ("content"):

3.18.1. The use of Services must be carried out by the Client only for lawful purposes and by lawful means.

3.18.2. The Client is directly responsible for the content of information nodes created and maintained by the Client. The Contractor does not carry out prior control over the content of information posted and/or distributed by the Client; however, when the posting and distribution of such information contradict current legislation, the Contractor has the right to block and/or delete the corresponding Account.

3.18.3. The posting and distribution of information of an offensive, obscene, erotic, and pornographic nature, calls for violence, overthrowing the existing authority, etc., as well as the use of email to send messages of this nature, is prohibited. Within the framework of these Terms, the Contractor independently determines the nature of the posted and distributed information and the criteria for classifying it into types. Information Prohibited for Placement and Distribution in Accordance with This Clause.

3.18.4. It is prohibited to transfer, reproduce, or distribute in any way software or any other materials, fully or partially protected by copyright or other rights, without the permission of the owner.

3.18.5. It is prohibited to place and distribute any information or software that contains computer viruses or other components equivalent to them.

3.18.6. It is prohibited to place so-called "doorways" and other forms of search "spam," as well as to place site rating systems ("tops"), casinos, any gambling, as well as any activities aimed directly or indirectly at extracting profit and/or obtaining other benefits through deception, fraud, or other illegal means.

3.18.7. It is prohibited to advertise and sell services, goods, and other materials, the distribution of which is restricted or prohibited by applicable law.

3.18.8. It is prohibited to publish or otherwise place information about third parties that directly or indirectly affects the honor and dignity or business reputation of such third parties, as well as to place personally identifiable information of third parties without their consent.

3.19. It is prohibited to carry out actions aimed at transmitting meaningless or useless information to the resources of the Contractor and/or third parties, creating excessive (parasitic) load on these resources, as well as actions aimed at disabling or malfunctioning of the software and/or equipment servicing such resources.

3.20. It is prohibited to carry out any actions aimed at scanning networks, detecting vulnerabilities in software security, password cracking and other identifying data, discovering lists of open ports, unprotected sections of resources, etc., without the explicit consent of the owner, as well as using anonymous proxy servers when using the Service.



3.21. It is prohibited to carry out any actions that contradict the current legislation and violate the rights and legitimate interests of the Contractor and/or third parties.

3.22. The Client is not entitled to use the resources provided by the Contractor to launch software whose operation may lead to a violation of the operability of the Contractor's hardware and software complex, as well as the networks, software, hardware, and/or information resources of third parties, or to gain illegal access directly or indirectly to the information of third parties, regardless of whether such software is used by the Client with intent or without it.

3.23. The Contractor may establish other restrictions that are standard and customary in the field of providing similar Services and necessary to ensure the normal functioning of the Contractor's hardware and software complex for the proper provision of Services in accordance with these Terms.

#### **4. Rights and Obligations of the Client**

4.1. The Client undertakes:

4.1.1. To unconditionally comply with these Terms and monitor changes and additions to them and the Appendices to them, published on the Contractor's website ([registry.kz](http://registry.kz)).

4.1.2. When registering an Account, to provide truthful, accurate, and complete information about themselves on all questions asked during registration, and to keep this information up to date.

4.1.3. To monitor changes in the cost of Services provided by the Tariffs. Changes in the cost of Services are published on the Contractor's website ([registry.kz](http://registry.kz)).

4.1.4. In the event of a change in the cost of Services and the Client's disagreement with the new Tariffs, to notify the Contractor in writing of their disagreement with the new Tariffs before they come into effect.

4.1.5. Make an advance payment for Services in an amount not less than the minimum one-time payment specified in these Terms for the corresponding category of Clients, taking into account the provisions of clause 6 of these Terms. When making an advance payment in an amount less than the minimum one-time payment, the Client undertakes to make an additional payment so that the total amount of the advance payment made is not less than the established amount of the minimum one-time payment.

4.1.6. Independently monitor the balance of the Internal balance and timely replenish it in the amounts and manner provided for in these Terms.

4.1.7. Use the Services and place information within the framework of using the Services only in accordance with the requirements of applicable legislation and these Terms, including not placing on the technical resources of the Contractor software and information that is prohibited from storage, use, and/or distribution or restricted in storage, use, and/or distribution according to the legislation of the Republic of Kazakhstan, other national and international legislation.

4.1.8. Not cause damage to the software shell, technical and software means, node machines of the Contractor and third parties.

4.1.9. Observe copyright and other rights to the software, information, and documentation provided by the Contractor and/or third parties. Independently bear responsibility for the violation of any copyright/patent and other rights, as well as timely respond to redirected complaints from the Contractor regarding the violation of the relevant rights, compensate the Contractor for losses in case of attempts to hold the Contractor liable for the violation of the Client's information of the above-mentioned rights by third parties.

4.1.10. Maintain the confidentiality of your account data and take measures aimed at protecting them from loss, theft, damage, etc.

4.1.11. Independently carry out backup of their data with a frequency that allows to maximally avoid loss of information in cases of interruptions in the provision of Services caused by accidents and other reasons not dependent on the Contractor.

4.1.12. Fulfill in full other obligations, requirements, and restrictions provided for by these Terms.

4.2. The Client independently determines the volume of Services provided to them by choosing, connecting, and using specific types of Services during a period determined by the Client independently, in accordance with these Terms and instructions via the Billing panel.

## **5. Rights and Obligations of the Contractor**

5.1. The Contractor undertakes:

5.1.1. To ensure the provision of Services in the volume and quality corresponding to the amount of prepayment made by the Client for Services in accordance with these Terms, around the clock, 7 days a week, including weekends and holidays.

5.1.2. To keep records of prepayment and consumption of Services by the Client on the Personal Account.

5.1.3. To publish on the Contractor's website ([registry.kz](http://registry.kz)) changes and additions to these Terms, Tariffs, and other documents related to the provision of Services, no later than 5 calendar days before the date they come into effect.

5.1.4. To maintain the confidentiality of the Client's account data. The Contractor has access to the Client's information for the purpose of technical support of the Services, and also has the right to access such information in cases of receiving claims from third parties regarding illegal and/or harmful actions of the Client that cause harm to the Contractor and/or third parties. The Contractor has the right to disclose the above-mentioned data only to competent state authorities in cases provided for by the current legislation of the Republic of Kazakhstan. Backing up the Client's data to prevent loss of information does not constitute a violation of the confidentiality of the Client's information.

## 5.2. The Contractor has the right:

5.2.1. To suspend the provision of Services for conducting necessary scheduled preventive and repair work on the Contractor's technical resources, as well as unscheduled work in emergency situations. Notification of the above-mentioned work, which leads to the suspension of the provision of Services, is published by the Contractor on its website, indicating the estimated duration of such work (except in emergency situations, when information about the suspension of the provision of Services is published by the Contractor as soon as possible).

5.2.2. To interrupt the provision of Services if this is due, in particular, but not limited to, the impossibility of using information-transport channels that are not the Contractor's own resources, or the actions and/or inactions of third parties, if this directly affects the provision of Services under these Terms, including in an emergency situation. In this case, the Contractor also has the right to temporarily remove the delegation of the Client's website from its own resources in the event of a DDoS attack on the Client's website, which inevitably creates excessive load on the Contractor's resources, leading to the impossibility of using the Contractor's Services by other Clients. The Contractor is not liable to the Client and does not compensate the Client for losses incurred or that may arise for the Client in connection with delays, interruptions in operation, and the impossibility of full use of the Contractor's resources and Services arising for the above-mentioned reasons.

5.2.3. To unilaterally make changes and additions to these Terms and Tariffs by publishing these changes and additions on the Contractor's website (registry.kz).

5.2.4. To suspend the provision of Services or cancel the registration of the Account and/or domain and refuse further provision and use of Services in the event of the Client providing incorrect information or failing to update it in case of changes to the data, as well as in the event of untimely submission of supporting documents or if the Contractor has doubts that the information provided by the Client is correct, complete, or accurate, and also to carry out the write-off of the remaining funds in the Personal Account without consent in cases and in the manner provided for by these Terms.

5.2.5. Suspend the provision of Services in case of violation by the Client of these Terms, as well as applicable legislation.

5.2.6. Block and/or delete the Account, as well as carry out the write-off of the remaining funds on the Internal balance without consent in cases and in the manner provided for by these Terms.

5.2.7. Suspend, block, or prohibit the use of the Client's software in the framework of the provision and use of Services in case the operation of such software leads to or may lead to emergency situations, violation of the security system of the Contractor, violation of these Terms or legislation.

5.2.8. Upon receipt by the Contractor of funds in an amount less than the amount of the one-time payment provided for by these Terms, the Contractor has the right not to credit the received funds to the Client's Personal Account until the Client makes an additional payment. The return to the Client of the monetary amount paid in an amount less than the minimum one-time payment is carried out by the Contractor in a non-cash manner only upon written request from the Client, received by the Contractor in accordance with clause 10.3 of these Terms, in which the Client must indicate all Account data, the date, the amount of the prepayment made, the Client's bank account details, along with a copy of the document confirming the prepayment.

## **6. Cost of Services and Payment Procedure**

6.1. The cost of Services is determined in accordance with the Tariffs, which are an integral part of these Terms. The Tariffs are posted by the Contractor on the website [registry.kz](http://registry.kz) and in the Billing panel of the Account.

6.2. The total cost of Services is determined as the total amount of funds debited from the Internal balance of the Account for the Services provided to the Client in accordance with the Tariffs in effect at the time of providing the Services.

6.3. Services are paid for by the Client on a prepayment basis, with the method of prepayment for Services determined by the Client independently.

6.4. The Contractor has the right to write off the balance of funds in the corresponding Personal Account in the event of Account deletion in the amount and procedure provided for by these Terms.

6.5. If the Client does not notify the Contractor in writing of their disagreement with the new Tariffs within the period specified in these Terms, the Client is considered to have agreed to the change in Tariffs, and the write-off of funds from the Personal Account of the Account for the Services rendered is carried out by the Contractor according to the new Tariffs.

6.6. The sending of acts and invoices for the Services rendered by mail is carried out only at the request of the Client (for legal entities and individual entrepreneurs), and the Client undertakes at their own expense to return to the Contractor 1 copy of the act signed by the Client by mail or by another method that allows confirming the receipt of documents by the Contractor. In the event that the Contractor does not receive the signed act within 14 (fourteen) calendar days from the moment the Contractor sends the relevant documents to the Client, the Services are considered to have been rendered properly based on the unilaterally signed act by the Contractor.

6.7. All bank or other commission payments for the payment of Services are paid by the Client independently, unless otherwise provided for by a specific payment method.

## **7. Responsibility of the Parties**

7.1. On all issues not regulated by these Terms, as well as in the resolution of disputes arising in the process of their execution, the parties are guided by the current legislation of the Republic of Kazakhstan. In the event of the impossibility of resolving the dispute by the parties in a pre-trial claim procedure, it shall be resolved in the appropriate court of the city of Uralsk, West Kazakhstan region, in accordance with the current legislation of the Republic of Kazakhstan.

7.2. The Client bears full responsibility for the security of their password and other account data, as well as for any losses that may arise for the Client and/or third parties due to unauthorized use (disclosure, loss, theft, etc.) of such account data.

The client is responsible for any unlawful actions and/or inaction of the client and/or persons using their account credentials that caused any harm to the contractor, including loss of business reputation, and compensates the contractor for damages. The contractor is also not responsible for the actions of third parties that caused damage to the client.

7.3. The contractor is not responsible for the content of the information posted by the client and the information nodes created and maintained by the client or its users, and does not carry out any prior checks and censorship. The client is responsible for any of their actions and/or inaction, both intentional and unintentional, as well as for any actions and/or inaction of persons using their account credentials related to the posting and/or distribution of information on the Internet, as well as obtaining access to third-party resources through the use of the contractor's resources.

7.4. The client independently bears responsibility for intentional and/or unintentional actions and/or inaction of the client and/or persons using their account credentials that led to violations of any national legislation (of the Republic of Kazakhstan or other countries) and/or international legislation, as well as for any damage caused by the aforementioned actions and/or inaction to the contractor, third parties, and for the consequences of such actions and/or inaction.

7.5. The contractor is not responsible for direct and/or indirect damage caused to the client, nor does it compensate the client for losses (including lost profits) incurred by the client as a result of using or not using the contractor's resources and services, as well as for losses incurred due to outages, interruptions in operation, or delays in data transmission, errors, defects, file deletions, changes in functions, and other reasons.

7.6. The Contractor is not responsible for the quality of public communication channels, the traffic exchange policy between providers, the normal functioning of the Internet, its parts, or for the quality of communication lines that are not related to the Contractor's own resources and for their accessibility to the Client, and is not responsible for changes in the properties, functions, and quality of Services provided

To the Client, if such changes are related to the functioning of the Internet or other circumstances outside the area of competence, influence and control. The performer. If the operation of a remote network has led to the entry of its address(s) in the block lists used to prevent "spam", according to which the Contractor's mail server does not receive mail, the Contractor is also not responsible for the inability to receive the Client's mail from such a network.

7.7. The Contractor adheres to the technical quality standards of the Services and makes all reasonable efforts to prevent or stop attempts of unauthorized access to the resources of the Contractor and the Client, failures and malfunctions in the Contractor's equipment, penetration of malicious components, etc. In the event of an emergency or extraordinary situation, the Contractor takes all measures within its control to normalize the situation as quickly as possible. At the same time, due to the specifics of the equipment and software of the Services, the Contractor does not guarantee absolute constant one hundred percent error-free operation and uninterrupted functioning of the entire system and Services, nor does it guarantee the error-free, uninterrupted, and absolute security of the functioning of software and/or other materials released by any third parties used to provide the Services.

7.8. The Client assumes all risks associated with the use of the Internet network through the resources and/or Services of the Contractor, including the assessment of the usefulness, completeness, and accuracy of any information. The Contractor is not responsible for the quality, legality, or suitability for a particular purpose of any goods, works, or services requested and/or received through the use of the Internet network, including in the case of their placement on the Contractor's server (except for the Services provided by the Contractor).

7.9. The Contractor is not responsible for the quality, harmlessness and error—free software (hereinafter referred to as software quality) offered to the Client on the servers The Contractor and/or other Internet servers, except in the case when the software is developed by The performer. If the Contractor provides the Client with a support service for software developed by third parties (for example, MySQL, Apache, etc.), the Executor is responsible



to the Client only for the correct functioning of this software within the company's system, but not for the quality of the software itself. The Contractor is not the developer of the mail reader interface, which is provided to the Client as a web interface, therefore it is not responsible for its normal functioning. The Contractor recommends using specialized mail client programs to work with mail.

7.10. The Client independently bears responsibility for the timely and proper renewal of the domain name registration and the possible consequences of untimely and/or improper renewal and hereby confirms the absence of claims against the Contractor regarding the aforementioned actions and/or inaction of the Client, as well as their consequences.

7.11. The Client independently bears responsibility for any of its actions and/or inactions carried out using the Contractor's domain name, as well as other technical details provided by the Services, in particular, IP addresses, server names, etc., and also bears responsibility to the Contractor for losses caused to the Contractor by such actions and/or inaction of the Client, creating the appearance to third parties of the Contractor's involvement in such actions and/or inactions of the Client.

7.12. The Contractor is responsible to the Client only within the limits of paid, but not provided Services. The Contractor does not bear financial responsibility to the Client and does not return to the Client the funds paid under these Terms if the Services were not provided due to the fault of the Client.

7.13. In the event that the proper performance by the parties of these Terms is impossible due to objective reasons that the parties could neither foresee nor prevent (natural disasters, changes in current legislation of the Republic of Kazakhstan, actions of state authorities and management, military actions of all kinds, etc.), neither party has the right to demand from the other party compensation for losses caused by improper performance or non-performance of these Terms (including lost profits).

7.14. The Contractor does not consider claims (including financial) regarding the execution of payments through payment terminals and/or payment systems. The Client submits such claims directly to the owner of the terminal and/or the agent of the payment system.

## **8. Blocking and Deletion of the Account**

8.1. The Contractor has the right to block and/or delete the Account in cases, procedures, and under conditions provided for by these Terms.

8.2. Blocking the Account means the temporary inability of the Client to use the Services regardless of the Internal balance with the possibility of access (with limited capability) of the Client to the Billing panel of the Account. Blocking of the Account is carried out by the Contractor until the Client eliminates the violations that led to the blocking of the Account, unless otherwise provided for by these Terms. Simultaneously with the blocking of the Account, a notification of the violation of the Terms and the need to eliminate the violations committed by the Client may be sent to the Client's contact e-mail and to the Billing panel of the Account.

8.3. Deletion of the Account means the inability of the Client to access the Billing panel of the Account and the inability to use the Services within the corresponding Account regardless of the Internal balance.

8.4. When blocking or deleting the Account, access of the Client to the virtual web server is terminated, with a corresponding warning displayed, designed using graphic and other design elements of the hosting in accordance with these Terms.

8.5. The Contractor has the right to block the Account in the following cases:

8.5.1. In case of violation of these Terms by the Client;

8.5.2. In case of a zero balance of the Internal balance or when the remaining funds in the Internal balance are less than the total cost of the Services currently connected by the Client — until the Client replenishes the Internal balance.

8.5.3. When the Client provides incorrect or incomplete data requested during the registration of the Account, or when there is a delay in updating the Client's data.

8.5.4. When confirming documents are not provided, and in this case, the inaction of the Client for 3 (three) calendar days from the moment the Executor sends the corresponding request and/or requirement is equated to the above-mentioned actions.

8.5.5. In the event of the Executor receiving a complaint/requirement from third parties and/or a requirement from competent authorities regarding the actions and/or inaction of the Client, including regarding copyright violations, sending "spam," and other violations of these Terms or requirements of the current legislation of the Republic of Kazakhstan — until the violations are rectified or the Account is deleted.

8.6. The Executor has the right to delete the Account in the following cases:

8.6.1. At the Client's own request or in the case of the Client's unilateral refusal to fulfill these Terms;

8.6.2. In the event of the Account being blocked more than three times;

8.6.3. In the case of gross violation of these Terms by the Client or in the case of the Client's refusal to rectify the violations or in the case of the Client not rectifying the violations within 3 (three) calendar days from the moment the Executor sends a requirement to rectify such violations;

8.6.4. In the event that the Client does not replenish the Personal Account within 5 (five) calendar days from the moment of zeroing the balance of the Personal Account in the amount and manner provided for in these Terms;

8.6.5. In the event that the Client does not use the Services within 6 (six) months from the moment of Account registration;

8.6.6. In the event that more than 6 (six) months have passed since the last use of the Services by the Client within the Account;

8.6.7. In case of detection by the Contractor independently or upon complaints/requests/demands of third parties of violations of p. 3.14, 3.15, 3.17, 3.18.6 of the Terms with simultaneous cancellation of the registration of the corresponding domain name(s) in case of violation of p. 3.16 of the Terms.

8.7. Simultaneously with the deletion of the Account in accordance with these Terms, the Contractor writes off the remaining funds on the corresponding Internal balance in a non-consensual manner in full as compensation to the Contractor for additionally incurred expenses related to the deletion of the Account and other associated expenses.

8.8. In case of an obvious violation of the legislation of the Republic of Kazakhstan by the Client, from the Contractor's point of view, the provision of Services to him may be suspended, and the Account may be blocked and/or deleted without prior warning from the Contractor, with the remaining funds on the corresponding Internal balance not being returned to the Client and considered as compensation to the Contractor for incurred expenses according to p. 8.7 of these Terms.

## **9. Technical Support**

9.1. For the purpose of providing and using the Services, the Contractor ensures the functioning of the Technical Support Service (hereinafter referred to as Tech Support) in the manner provided for by these Terms. Tech Support manages and controls the operation of technical equipment and system software, as well as processes Client requests for changes in configuration files, if such changes are allowed and cannot be performed by the Client independently, as well as requests for troubleshooting issues related to the functioning of the provided Services. When contacting Tech Support, the Client understands that he must possess the minimally necessary knowledge and skills to communicate with technical specialists. When contacting Tech Support, the Client must gather information in advance about the reasons for the error, clearly and understandably explain the essence of the problem and the circumstances of its occurrence.

9.2. Technical Support does not provide advice to Clients on programming, web design, installations, or settings. scripts and programs of the Client or their optimization, as well as training in the basics of computer literacy, the creation and / or promotion of websites, the operation of services provided by third parties, the lawsuit, as well as other similar issues. Such consultations may be provided to the Client by additional arrangement for an additional fee.

9.3. Contacting Technical Support is carried out by the Client through the Billing Panel of the Account for the purpose of identifying the Client as the owner of the website by means of their authorization when logging into the Billing Panel of the Account. Requests sent by any other means (in particular, by telephone and/or email and/or any other way different from contacting through the Billing Panel of the Account) are not official and do not entail the obligations of the Contractor to respond and/or take any actions on them. The Contractor reserves the right to independently make a decision on the possibility or impossibility of responding to questions asked by telephone and/or email and/or any other way different from contacting through the Billing Panel of the Account. In the case of contacting Technical Support by phone, the Contractor's employee may require sending a request through the Billing Panel of the Account for authorization. The Technical Support employee also has the right to record the Client's telephone or other request in the database with the possibility of the Client viewing its content. At the same time, responses from Technical Support to Client requests received by telephone are provided by the Contractor only on working days during working hours.

9.4. Processing of requests is carried out by the Contractor as they are received. The response time to the Client's request depends on the number of requests received in Technical Support, and whenever possible, the Contractor responds to requests within a reasonable time not exceeding 48 hours; however, if necessary, the response time to the question may be extended by the Contractor.

9.5. Requests containing: obscene expressions, rudeness, insults, rudeness and others are not accepted for consideration and processing expressions contrary to common rules and customs of business communication; issues not related to the Services (hosting health) and/or not relating to the technical features of the Services; questions formulated in an unclear, unclear or similar manner, and therefore the meaning of the question becomes unclear; requirements for configuration or installation, script refinement, etc.; Requests are not accepted for consideration and processing, as well as the execution of the application accepted for consideration may be refused due to suspension provision of the Services on the grounds stipulated by these Conditions.

9.6. In the event that a standard request or a request for which the answer is already contained on the Contractor's website in the "Questions and Answers" section is received by Technical Support, the response to the request may be given in the form of a link to the corresponding page on the Contractor's website containing the "Questions and Answers" section. If a request is received by Technical Support, the answer to which can be found on other websites on the Internet, the response to the request may be given in the form of a link to the corresponding website.

## **10. Other Conditions**

10.1. Written statements from the Client, provided for in these Terms, must contain all Account data, as well as any other data necessary for the Contractor to identify the Client.

10.2. The parties acknowledge the legal force of notifications and messages sent by the Contractor to the Client at the email addresses specified by them in the personal data of the Account. Such notifications and messages are equated to messages and notifications executed in simple written form, sent by the Contractor to the Client's postal address. In the event of any disputes regarding the facts of sending, receiving messages, the time of their sending, and content, the parties have agreed to consider the evidence of the Contractor's technical means as reliable and final for resolving disputes between the specified parties.

10.3. The Parties acknowledge that notifications and messages of the Client to the Contractor, except for cases of contacting the technical service support pursuant to Article 9 of these Terms and Conditions, shall be deemed to have been duly completed only when made in writing with indicating all necessary for identification Account and Client data, and sending them by registered mail.

10.4. The Contractor undertakes not to transfer and not to make available to third parties information about the Client provided by the latter during the registration of the Account, except for providing such information to state authorities and/or other bodies and organizations upon their requests, as well as to other third parties upon receiving requests/complaints/claims from them regarding violations of their rights by the Client and/or the current legislation of the Republic of Kazakhstan.

10.5. The Parties undertake not to disclose, not to transfer, and not to make available to third parties confidential information contained in documents related to these Terms and other documents related to them, without the written permission of the other party; at the same time, the fact of acceptance and the subject of these Terms are not considered information that the parties have agreed to treat as confidential. The provisions provided in the previous paragraph of this clause do not apply to cases where a request for the provision of such information is made to state authorities, other state bodies, local self-government bodies in order to fulfill their functions in accordance with the current legislation of the Republic of Kazakhstan.

10.6. The Contractor has the right, if necessary, to involve third parties with the appropriate licenses and/or permits to provide the Services.

10.7. The title and numbering of the articles of these Terms are provided for the convenience of reading and have no significance in the interpretation of these Terms.

10.8. In the event that any provision of these Terms is found to be not subject to literal execution, it is interpreted in accordance with the current legislation of the Republic of Kazakhstan, taking into account the original interests of the parties, while the remaining part of the Terms continues to be in full force.

10.9. These Terms and Conditions are drawn up in accordance with the Civil Code of the Republic of Kazakhstan and other regulatory acts of the Republic of Kazakhstan applicable in the field of service provision.



## 11. Address and details of the Contractor

Name: LLP "Internet Technologies"  
050057, Republic of Kazakhstan, Almaty, Boulvar Bukhara Zhyrau, 62B  
BIN 220540005599  
RNN 620514280388  
"JSC Kaspi Bank" in Almaty  
IIC KZ22722S000015813162  
BIC CASPKZKA

Email address [billing@registry.kz](mailto:billing@registry.kz)