

LLP "SOYLESAY" LANGUAGE APP". User Agreement regarding applications for Android and Apple iOS mobile operating systems

By registering in the Application, you confirm that you have read, understood and agree to the terms of this User Agreement, as well as the procedure for collecting and using your information set out in the Privacy Policy. If you do not agree with any of the articles contained in this Agreement, please do not use the Application.

1. GENERAL PROVISIONS

1.1. This User Agreement (hereinafter referred to as the "Agreement") regulates the relationship between LLP "SOYLESAY" LANGUAGE APP" (hereinafter referred to as the "Company"), registered under the primary state registration number BIN: 250240024311, and a legally capable individual who has joined this Agreement and is using the mobile application (hereinafter referred to as the «User").

1.2. The Mobile Application (hereinafter referred to as the "Application") is software available to the User through the Application Stores under the terms of this Agreement, which is a language learning application developed for mobile devices running Android and Apple iOS operating systems. The intellectual property rights to the Application belong to the Company.

1.3. Registration in the Application by the User is an acceptance of this Agreement and confirmation of the User's consent to its terms.

1.4. The terms of this Agreement in accordance with paragraph 3 of Article 396 of the Civil Code of the Republic of Kazakhstan are a public offer - an offer to conclude an affiliation agreement with the Company in accordance with the Article in accordance with paragraph 3 of Article 396 of the Civil Code of the Republic of Kazakhstan, according to which the Company provides the User with free access to the Application under the terms of this Agreement.

1.5. Appeals, proposals and claims of individuals and legal entities to the Company related to the content and operation of the Application, violations of the rights and interests of third parties, the requirements of the legislation of the Republic of Kazakhstan, as well as for requests of persons authorized by the legislation of the Republic of Kazakhstan may be sent to the email address:

soylesay.app@gmail.com

1.6. This Agreement is drawn up in accordance with the legislation of the Republic of Kazakhstan. Issues not regulated by the Agreement are subject to resolution in accordance with the legislation of the Republic of Kazakhstan.

1.7. By agreeing to the terms of this Agreement, the User confirms his legal capacity, confirms the accuracy of his data and assumes full responsibility for their accuracy, completeness and reliability.

1.8. The Company has the right to change the terms of service and the terms of the Contract unilaterally at any time without prior agreement with the User, while ensuring that the amended terms are published in the Appendix at least one day before they enter into force.

2. TERMS AND DEFINITIONS

The parties agreed to use the following terms and definitions:

2.1. "Application" - the Company's mobile application, hosted in the Google Play and App store stores, containing a platform for online language learning.

2.2. "SoyleSay" or "Program" is a program consisting of pictures, audio content and interactive exercises. The program is available after installing the Application and registering the User in the Application. The duration and forms of use are regulated by the User independently.

2.3. "User" - an individual of any age, registered in the mobile application in accordance with this Agreement.

2.4. "Personal user account" - a unique login and password to access the application. The login for entering the Application is an email address (hereinafter referred to as the "login"), and the password is any set of letters or numbers entered by the User.

3. SUBJECT OF THE CONTRACT

3.1. The subject of the Agreement is the provision by the Company to the User of access to the functionality of the Application, which allows the user to complete an online language learning program.

3.2. Content of the Services:

3.2.1. Providing the User with the opportunity to learn a language.

3.2.2. Provision of technical facilities for language learning. The Company provides the technical opportunity to learn a language through pictures, audio content and interactive exercises.

3.3. A feature of the fulfillment of contractual obligations is the lack of a guaranteed result, since the beneficial effect depends not only on the content of the program, but also on the personal qualities of the User and the User's willingness to implement recommendations. The User is fully aware that the Company is under no circumstances responsible for the result of language learning programs.

3.4. The User is fully aware that the Company may refuse to provide Services at any time in case of violation by the User of the terms of this Agreement, as well as in any other cases, including without explanation.

3.5. The Application provides the services "as is" and "as available", that is, without any direct or indirect representations or warranties. The Company does not guarantee or make any statements regarding the safety of using the Application. The User confirms the understanding that any information transmitted through the Application can be intercepted during transmission or otherwise. The Company does not guarantee that the Application is free of viruses or other malicious elements. The use of the Application is carried out by the User at his own decision and at his own risk, provided that the User is solely responsible for any damage caused to the User's operating system, for data loss or other harm caused as a result of such activities.

4. RIGHTS AND OBLIGATIONS OF THE USER

4.1. The User undertakes to properly comply with the terms of this Agreement.

4.2. The User is obliged to independently ensure the non-disclosure (secrecy) of the data stored in the account, including the password, and is responsible for their disclosure in any way, including for all risks and losses incurred in connection with this. Disclosure of account data is a material violation of this Agreement. In case of loss of account data, the User has the right to request this information from the Company through the Application.

4.3. The User is responsible for all actions performed under his account and using his username and password, as well as for all actions performed from his Mobile Device on which the Mobile Application is used. The User undertakes to immediately notify the Company of all cases of security breaches and unauthorized access to the account. If the User fails to fulfill this obligation, the User is

independently and fully responsible for the actions performed under his account. For verification, the account may be subject to technical blocking.

4.4. The User undertakes not to use the Application for any other purposes, except for purposes related to personal non-commercial use.

4.5. The User has the right to download ("download") copyrighted materials from the Application only for personal non-commercial use.

4.6. The User of the Application has no right to make changes, publish, transfer to third parties, participate in the sale or assignment, create derivative products or otherwise use partially or completely the content of the Application without the written permission of the Company.

4.7. Unless otherwise provided by the legislation of the Republic of Kazakhstan, it is not allowed to copy, distribute, transfer to third parties, publish or otherwise use for commercial purposes the materials downloaded from the Application without obtaining the written permission of the Company or other legal copyright owner.

4.8. In case of obtaining permission to copy, distribute, publish or otherwise use the materials of the Application protected by the legislation of the Republic of Kazakhstan, such copying, distribution, publication or other use is not allowed without notification of copyright ownership or with the change or exclusion of the author's name and/or trademark.

4.9. In case of violation of this agreement, the company has the right to block the User without explaining the reason. As well as blocking to respond to another User's complaint, according to the considered application for violations of the rights to use the Application.

5. RIGHTS AND OBLIGATIONS OF THE COMPANY

5.1. The Company has the right to send the User information about the functioning of the Application in any way, including posting information and other messages inside the Application.

5.2. The Company has the right to edit or delete materials if they do not comply with the requirements of the current legislation of the Republic of Kazakhstan and the terms of this Agreement, harm the Company or third parties.

5.3. The Company is not responsible for any errors, interruptions, deletion, defects, delay in processing or transmission of data, failure of communication lines, theft,

destruction or unauthorized access to user materials posted in the Application or in any other place.

5.4. The Company is not responsible for any technical failures or other problems of any telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, failures of email services or scripts for technical reasons.

5.5. The Company is not responsible for any damage to the user's or other person's computer, mobile devices, any other equipment or software caused by or related to downloading materials from the Application or from links posted in the Application.

5.6. Under no circumstances will the Company or its representatives be liable to the User or to any third parties for any indirect, accidental, unintentional damage, including lost profits or lost data, damage to honor, dignity or business reputation caused in connection with the use of the Application, the contents of the Application or other materials to which the User or other persons have gained access using the Application.

5.7. The Company has the right to change, edit, delete any content of the Application at its discretion.

6. LICENSE

6.1. For the purposes of executing this Agreement and for the period of its validity, the Company grants the User, free of charge, a non-exclusive right (non-exclusive license) to access and use the Application in the following ways, using mobile devices:

- the right to install (write to the memory of a mobile device) a mobile application;
- the right to launch a Mobile Application solely for its use in order to receive Services personally by the User.

6.2. The license for the Mobile Application is indivisible.

6.3. The License also applies to updates, additions, additional components that can be provided or access to which can be provided by the Company, as well as its partners or contractors when using the Mobile Application by the User, if the right to use such updates, additions, additional components is not transferred on the basis of independent agreements.

6.4. The license is limited to the territory of the Republic of Kazakhstan.

6.5. This Agreement does not grant the User the right to:

- elements (parts, components) Applications, including photos, drawings, graphics, animations, sounds and other content;
- means of individualization of persons, goods, works, services, including logos, trademarks, service marks, brand names;
- other software.

7. TERMS OF USE OF THE APPLICATION

7.1. The Company grants the Application users, with subscription fee, the right to use the Content in the Application by viewing, reproducing (including copying), processing and making available to the public exclusively for personal non-commercial use.

7.2. In accordance with the terms of this Agreement, the User is given the opportunity by performing actions within the Application:

- as part of registration, fill in the required data about the name, email and password, gender, as well as optional data: age.
- after registration: take language learning program, make payments through a third-party payment gateway.

7.3. The Application may contain links or other content related to websites, products and/or services offered by third parties. The Company has no control over any such links, content, websites, products or services or any information provided or transmitted through such links, websites, products or services or otherwise provided by any such third party. The User acknowledges and agrees that the Company is not responsible for any content, advertising, products or other materials contained therein. The User agrees that the Company will not be liable, directly or indirectly, for any damage or loss caused or allegedly caused by or in connection with the use or dependence on any such link, website, content, product and/or service.

7.5. The Company may release updated versions of the Application and may automatically update the version of the Application on the User's mobile device. The User agrees to automatic updates on his mobile device and that the terms and conditions of this Agreement will apply to all updates.

7.6. The User can change or delete his personal information, upon request to the address: soylesay.app@gmail.com. The company will provide a form to be filled out and sent by e-mail. The Platform will verify and delete only the specific identifiable information requested by you within 72 hours of receiving the completed request form.

7.8. The Company reserves the right to change or terminate temporarily or permanently any Service within the Program or Platform with or without notice to the User. The Company may stop providing services to the User at its discretion. In this case, the Company initiates a refund of the funds paid by the User for the unused number of days of the corresponding subscription period.

8. FINANCIAL CONDITIONS

8.1. The User does not pay for the installation of the Application and the use of the basic version of the learning program, however, additional functions of the Application and access to the Platform are paid. The Company reserves the right to change the fee for additional functions and access to the Platform, as well as the set of paid functions at its discretion.

8.2. Payment refund is possible only if the Company unable to provide services through the Platform due to technical fault. In this case, a refund is made for the number of unused days since the suspension of the Platform.

8.3 The Company may from time to time offer promotions, such as free trials or subscription discounts for a limited period of time (promo codes). Such promotions will be available only once and cannot be shared with other users. The term and procedure for the validity of promotions and promo codes may be established by the Company at its discretion and may be terminated at any time for any reason without incurring obligations.

9. GUARANTEES AND LIABILITY OF THE PARTIES

9.1. In case of violation of the Agreement by the User, the Company has the right to unilaterally terminate the Agreement without notice.

9.2. The User guarantees that he will not take any actions aimed at causing damage to the owner of the rights to the Application, the Company, mobile operators, copyright holders and other persons.

9.3. Unless proven otherwise by the User, any actions performed using his login and password are considered committed by the corresponding User. In case of

unauthorized access to the User's login and password, or the distribution of the login and password, the User is obliged to immediately inform the Company about this in accordance with the established procedure.

9.4. Recognizing the international nature of the Internet, the User assumes responsibility for compliance with all relevant rules and laws concerning the User's actions on the Internet.

10. FINAL PROVISIONS

10.1. Issues not regulated by this Agreement are subject to resolution in accordance with the legislation of the Republic of Kazakhstan.

10.2. This Agreement comes into force for the User from the moment the Application is installed on the mobile device. This Agreement is valid indefinitely.

10.3 This Agreement is written in English and Kazakh.

10.4. This Agreement may be amended and/or supplemented by the Company at any time during the term of the Agreement. All changes and/or additions are posted by the Company in the relevant section of the Mobile Application and come into force on the day of such posting. The User undertakes to get acquainted with all changes and/or additions in a timely manner and independently. If there are objections, the User has the right to send a notification within 3 calendar days from the date of posting changes and/or additions to the Agreement. In this case, the Agreement is considered terminated by the Parties from the date the Company receives such notification from the User.

10.5. If any of the provisions of this Agreement is declared invalid, this does not affect the validity or applicability of the remaining provisions of this Agreement

10.6. According to paragraph 2 of Article 6 of the Law on Advertising, Advertising on the territory of the Republic of Kazakhstan (except for periodicals, Internet resources, news agencies) is distributed in the Kazakh language, and at the discretion of the advertiser also in Russian and (or) other languages.

Company details

Company: LLP "SOYLESAY" LANGUAGE APP"

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