

**If for any reason you don't agree with the terms and conditions of this User Agreement (Public Offer) and the Privacy Policy, do not use the website <https://litro.kz> and do not register.**

## **USER AGREEMENT (PUBLIC OFFER)**

**Almaty city**

**June 27, 2024**  
effective date

This document, permanently posted on the Internet at the network address: <https://litro.kz/contract>, in accordance with Articles 389, 395 and 396 of the Civil Code of the Republic of Kazakhstan (hereinafter referred to as the "Civil Code of the Republic of Kazakhstan"), is the User Agreement and the official offer (public offer) of LiTRO RSA Limited Liability Partnership (LiTRO RSA LLP), BIN: 240540018445, (hereinafter referred to as the "Contractor"), represented by the Director E.I. Abdullin, acting on the basis of the Charter and offering to conclude this Agreement (hereinafter referred to as the "Offer" and/or "Agreement") to any interested adult (emancipated) individual (hereinafter referred to as the "Customer"), who uses the Contractor's website on the Internet: <https://litro.kz> (hereinafter referred to as the "Website") and/or the Contractor's LiTRO app (hereinafter referred to as the "Software"), and accepts this Contractor's offer on the conditions specified below in the Agreement, and the above Parties to the Agreement are hereinafter collectively referred to as the "Parties".

The Agreement is regulated by the norms of the civil legislation of the Republic of Kazakhstan, including, but not limited to the norms on the accession agreement (Article 389 of the Civil Code of the Republic of Kazakhstan (hereinafter referred to as the "CC RK") - since its terms and conditions are specified by the Contractor in this Offer and can be accepted by any interested adult (emancipated) individual not otherwise than by acceding to the proposed Agreement in general without any exceptions or restrictions. This Offer shall come into force from the date of its posting on the Internet at the address: <https://litro.kz> (hereinafter referred to as the "Website"). The Contractor shall be entitled at any time, at its discretion, to change the terms and conditions of the Offer or to withdraw it in the manner prescribed by this Agreement.

In accordance with Articles 395 and 396 of CC RK, the Offer acceptance is equivalent to the Agreement conclusion on the terms set out in this Offer posted on the Website/Software. The Agreement proposed by the Contractor for conclusion on the terms of this Offer is deemed to be concluded from the date of performing by the Customer of actions specified in the Offer as its acceptance (hereinafter referred to as the "Acceptance"):

∨ Familiarization with the terms and conditions of this Agreement, which establishes the terms for using the Website/Software, by clicking the button "I accept the terms of the User Agreement and consent to the processing of my personal data", or the buttons "submit an application", or "register" or "registration", or others similar buttons confirming the Customer's consent and direct expression of will to provide/receive services from the Contractor when submitting the application and registering on the Website/Software;

∨ Expressing by the Customer of its agreement with the terms of the Offer by making payment for Subscription in the manner specified hereby, while the date of Offer acceptance by the Customer (date of Agreement conclusion) is deemed to be the date of crediting funds to the Contractor's settlement account;

∨ Submitting by the Customer of an application for providing the Subscription service on the Website/Software: entering the reliable and latest data such as first and/or last name (according to the identification document), telephone number, bank card details in the registration form and putting the respective mark on acceptance of the terms and conditions of the present Agreement.

Please note that the access to the Payment registration procedure and (or) Application submission shall not be provided without completing the registration procedure and placing the respective mark acknowledging the familiarization and acceptance (consent) of this Agreement - including by contacting the Contractor's authorized representatives on the basis of agreements concluded between the Contractor and these attorneys (hereinafter referred to as the "Agents/Counteragents<sup>1</sup>").

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<sup>1</sup> These terms are specified in the Auto Club Rules.

The unconditional and full acceptance (Acceptance) of the terms of this Offer is deemed to be the Customer's payment of the Subscription from the Contractor made in the manner stipulated by the Section 2 of the Offer.

If the Contractor changes the terms of the Offer, the changes shall come into force from the moment of publication of the changed terms of the Offer on the Website <https://litro.kz/>, unless another period is specified by the Contractor in the respective change notice, which shall be sent by the Contractor to each Customer in any way convenient for the Contractor according to the legislation of the Republic of Kazakhstan, based on the contact information provided by each several Customers (on a voluntary basis) and on the consent to receive these notices from the Contractor by joining the Offer / signing the Agreement.

The Customer accepts and acknowledges that any changes to this Offer will entail the introduction of these changes/amendments to the Agreement concluded and valid between the Customer and the Contractor, and these changes shall come into force simultaneously with the entry into force of such changes to the Offer. The failure by the Customer to familiarize itself with the terms of and (or) changes in this Offer cannot serve as a basis for the Customer's failure to fulfill its obligations and failure to comply with the restrictions established by this Agreement.

## 1. TERMS AND DEFINITIONS

In this Agreement, the stated below terms shall have the following meanings, unless the context otherwise requires:

**Administration (hereinafter referred to as the "Administration/Contractor")** means a legal entity registered in accordance with the legislation of the Republic of Kazakhstan and is the owner (copyright holder) of the Website (LiTRO RSA LLP, BIN: 240540018445).

**Confidential information (hereinafter referred to as the "Confidential Information")** means any information that includes the data on hardware and software, screens, technical characteristics, designs, plans, drawings, data, prototypes, discoveries, research, developments, methods, processes, procedures, courses, master classes and webinars, improvements, know-how, configurations, marketing techniques, plans, as well as the technical and commercial information, materials in oral, demonstrative, written, graphical or machine-readable form, which has not been published and is not available to the general public and/or trade, and which is maintained as confidential and proprietary information for the disclosing party.

**Subscription** means a set of services provided by the Contractor to car owners (Clients) in accordance with this Agreement.

**Website** <https://litro.kz> means a software-hardware complex of the Contractor, which is located at the network address: <https://litro.kz> and which contains the totality of information, texts, graphic elements, design, images, photos and video materials (audiovisual works) and other intellectual property items, as well as computer programs contained in the information system ensuring the availability of such information on the Internet, trademark, etc., which belong to the Contractor in full. The Customer's use of the Website/Software, its contents and components (both cumulatively and fragmentarily) and other software solutions developed by the Contractor does not mean the transfer (alienation) to the Customer and (or) any third party of exclusive rights to the results of intellectual activity, fully or partially. The Website is an Internet resource designed to provide the Customer with access to information materials (Website content).

**Registration of application for service provided by the Contractor** (hereinafter referred to the "Application Registration, Agreement Conclusion") means a registration process on the Website/Software, which implies that the Customer shall fill out a form, provide its data to be contacted by the Contractor for the subsequent service provision, while the Customer shall contact and appeal directly to the Contractor or the Contractor's Agents/Counteragents. All information provided by the Customer when concluding the Agreement and (or) registering the Application must be reliable. In case of doubt over the reliability of such data, the Contractor shall be entitled, during the entire period of service provision, to request additional information and (or) demand confirmation of it. The request shall be sent to the Customer via telephone call or SMS message specified when concluding the Agreement and (or) registering the Application, or in any other way not conflicting with the terms and conditions of the Agreement.

**Registration of the payment for service provision by the Contractor through online payment** (hereinafter referred to as the "Payment Registration") means a process for registering payment on the Website/Software through online payment services, which implies that the Customer shall fill out the required form, provide its data in order to pay for the Contractor's Subscription. All information provided by the Customer when concluding the Agreement and (or) registering the Payment must be reliable. In case of doubt over the reliability of such data, the Contractor shall be entitled, during the entire period of service provision, to request additional information and (or) demand confirmation of it. The request shall be sent to the Customer via telephone call or SMS message specified when registering the Application or registering the Payment.

## **2. SERVICE SUBJECT, COST AND PAYMENT PROCEDURE. OFFER ACCEPTANCE**

2.1. Under the terms of the Offer, the Contractor undertakes to provide the Customer with the Subscription pursuant to the list of direct services in this Subscription purchased by the Customer from the Contractor or Agent/Counteragent.

2.2. The Customer shall make a non-cash payment to the Contractor by the bank card through the Contractor's Website/Software, or directly to the Contractor's Agent/Counteragent.

2.3. The Subscription cost shall be specified in tenge without VAT and shall be announced to the Customer on the date of purchasing the Subscription by the Contractor and (or) the Agent/Counteragent.

2.4. The subscription is considered paid from the date of arrival of funds to the Contractor's account. Herewith, the Subscription shall be activated by the Contractor upon receipt of all necessary data, documents and/or permissions from the Customer either directly or through the Agent/Counteragent, namely after 24 (twenty-four) hours from the date of their receipt.

2.5. In case of stipulated Subscription payment, the Offer Acceptance is considered completed from the date of paying the full amount for the Subscription by the Customer, and the Agreement is considered concluded on the terms of this Offer.

2.6. The Contractor shall not be responsible for the data and confidential information provided by the Customer to the bank, payment system or Agent/Counteragent.

2.7. The Contractor shall not be responsible for bank or other fees arising when the Customer makes the service payment to the bank, payment system or Agent/Counteragent. Also, the Contractor shall not be responsible for the safety and success of the payment process for the service performed by the Customer through the bank, payment system or Agent/Counteragent.

## **3. PROCEDURE FOR SERVICE PROVISION AND DELIVERY-ACCEPTANCE**

3.1. The Customer is a direct recipient of the Subscription service.

3.2. The application for provision of any service pursuant to the Subscription shall be registered on the Website/Software or through the Contractor's Call Center, and shall contain the Subscription reference, Subscription-included service name, service location and the Customer's data (Customer's full name, phone number, etc.).

3.3. If the Customer, within 2 (two) business days after completing by the Contractor of direct service, does not provide the Contractor with a claim specifying the shortcomings of services provided, then the services are considered to be provided by the Contractor in a proper, full and expeditious manner and accepted by the Customer without any objections or comments.

3.4. The Services, which are not comprised in the Subscription, can be provided to the Customer on a one-time fee basis and shall be settled in accordance with the Contractor's Rules posted on the Website or in the Contractor's Software (hereinafter referred to as the "Rules").

## **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **4.1. The Contractor is obliged to:**

**4.1.1.** Provide the Customer with the Services comprised in the Subscription with the proper quality and in accordance with the terms and conditions of this Agreement, 24 hours per day, 7 days per week or in other mode specified in the Rules.

4.1.2. Notify the Customer on any changes in the place and/or date, time of Subscription service provision, by the Customer's email address or telephone number specified in the Application, or in any other non-prohibited way.

4.1.3. Agree with the Customer on another date, time and/or place for provision of the Service, which was not performed, at the Customer's written request, in case of failure to provide the Service within the established period, as well as due to impossibility of its provision for reasons beyond the control of the Contractor or in any other cases.

4.1.4. Upon receipt of any Customer's requests to the Contractor and Agent/ Counteragent (for the services provided by the Contractor), the Contractor shall assume obligation to consider these Customer's requests independently in order to resolve promptly the Customer's issues, without bringing the Agent/ Counteragent to any proceedings. Moreover, in case of the Customer's first request to the Agent/ Counteragent, the Agent/ Counteragent undertake to explain (including repeatedly) to the Customer the procedure for Subscription service provision and to redirect it to the Contractor, followed by notifying the Contractor about the Customer's request and by providing its contact details for direct communication between the Contractor and the Customer.

#### **4.2. The Contractor shall be entitled to:**

4.2.1. Select independently the methods and means for providing the Subscription service, including, but not limited to, introduction of changes to the terms of Subscription service provision.

4.2.2. Postpone the Service provision (place, dates and times), at its discretion, for reasons beyond the control of the Contractor by delivering a notice to the Customer by its email address or telephone number provided by the Customer when concluding the Agreement, or in another way non-prohibited and convenient for the Parties.

4.2.3. Take photos and videos when providing the Subscription service, and to use the materials received in any way in its direct activities, including on the Internet (on the Website/Software, social networks, etc.), in other advertising, information and marketing materials, and to deliver to media, etc. In this context, the Customer shall provide the Contractor with the consent to use its image by any means, if such image was received when providing the Subscription service. The specified consent shall be valid indefinitely, throughout the world, unless the Customer, when providing the Subscription service, directly expresses its disagreement with photo and video shooting, in which case these actions shall be performed by the Contractor so that it should not be possible to ascertain the identity of the Customer and its automobile.

4.2.4. Involve any third parties in providing the Service without obtaining the Customer's consent, and by remaining responsible for their actions to the Customer.

4.2.5. Not to provide the Subscription service to the Customer, who has not paid for the Subscription or part thereof, in the manner and within the time limits provided for in this Agreement.

4.2.6. Refuse to provide the Subscription service upon expiration of its validity period, as well as on other conditions provided for in the Agreement and/or the Rules.

4.2.7. In case if the Customer publishes audio/video/text materials on the Internet and social networks without publication approval with the Contractor, the Contractor shall be entitled to cancel the Subscription and to collect a fine from the Customer or to seek legal redress for rights violations concerning the dissemination of intellectual property belonging to the Contractor.

#### **4.3. The Customer is obliged to:**

4.3.1. Inform timely the Contractor on all circumstances related to the subject of the Agreement, and to provide the reliable personal information being relevant to providing the Subscription service by the Contractor, and to bear responsibility for violation of the guarantees set out in Section 7 of the Agreement.

4.3.2. Ensure the safety of the Contractor's property located at the Service provision place and to indemnify the Contractor in full for damages caused by the Customer's acts and/or omissions or by failure to warn timely the Contractor about any possible risks and other circumstances that may affect the Contractor's property safety. In the event of damage to the Contractor's property, the Customer undertakes, within 5 (Five) working days from the date of sending the corresponding request by the Contractor, to indemnify the Contractor in full for the cost of eliminating the damage caused to the property or the Contractor's property cost, in the case of impossibility to eliminate these damages.

4.3.3. Pay for the Subscription in the manner, amount and terms provided for in this Agreement.

4.3.4. Comply with the Contractor's requirements and recommendations within the framework of the provided Subscription service.

4.3.5. Ensure compliance with discipline and generally accepted codes of conduct when providing the Subscription service by the Contractor.

4.3.6. Notify the Contractor with due advance, but no less than 2 (two) hours before the scheduled time for Service provision, by email address or phone and in any other way not prohibited by the Parties, about the impossibility of Service receipt at the agreed time, place and date due to illness or other valid reasons, by providing supporting documents (if requested by the Contractor) and to agree with the Contractor on a new time, place and date for Service provision.

4.3.7. In case if the Customer publishes audio/video/text materials on the Internet and social networks without publication approval with the Contractor, to indemnify the Contractor for the fine requested by it within a deadline specified by the Contractor.

#### **4.4. The Customer shall be entitled to:**

4.4.1. Require the proper Subscription service provision by the Contractor in accordance with the Agreement.

4.4.2. Receive complete and reliable information regarding the provision of Subscription service.

4.4.3. Refund the Subscription cost in accordance with the procedure provided for in the Rules within 48 (hours) from the date of Subscription purchase only in cases of non-use of either service included in the Subscription, otherwise the Contractor shall be entitled to refuse to refund the Subscription cost to the Customer.

### **5. DURATION OF THE AGREEMENT**

5.1. The Agreement shall be valid until the end of the Subscription term.

### **6. LIABILITY AND RESPONSIBILITY. DISPUTE RESOLUTION**

6.1. In case of non-fulfillment or improper fulfillment of obligations under the Agreement, the Parties shall be liable in accordance with the applicable legislation of the Republic of Kazakhstan.

6.2. The Parties are released from responsibility for partial or complete non-fulfillment of their liabilities under this Agreement, if this non-fulfillment was caused by the extraordinary and unavoidable circumstances or Force Majeure, which are confirmed in the manner prescribed by the law and which impede the proper fulfillment of obligations under the Agreement.

6.3. Any disputes and disagreements arising out of the Service provision shall be settled by means of negotiations. The claim procedure is mandatory for the Parties. The period for claim consideration is 20 (Twenty) calendar days.

6.4. In case of failure to resolve disagreements through the pre-trial claim procedure, the Parties shall be entitled to apply to court at the Contractor's location in accordance with the legislation of the Republic of Kazakhstan.

### **7. MISCELLANEOUS**

7.1. The Customer guarantees the absence of any circumstances preventing the receipt of Subscription service under the Agreement.

7.2. If one or more Offer provisions are invalid or unenforceable for any reason, such invalidity shall not affect the validity of any other Offer provisions, which remain in force.

7.3. Without conflicting with the terms of the Offer, the Customer and the Contractor shall be entitled to execute the Agreement at any time in the form of the written bilateral document sealed and signed by the Parties.

7.4. During the term of the Agreement and after its expiration, the Parties undertake not to disclose or use in their own interests, as well as in the interests of any third parties, any confidential information, including business, commercial, technical and other information, which cannot be known to the Parties from publicly available sources, and which are transferred by one Party to the other Party and became known to the Parties in connection with this Agreement conclusion and execution.

### **8. CONFIDENTIALITY POLICY AND PERSONAL INFORMATION PROTECTION**

8.1. In accordance with the Law of the Republic of Kazakhstan “On Personal Data and their Protection,” the personal data communication when concluding the Agreement is a specific, informed and conscious expression of the Customer’s consent to the personal data processing. Pursuant to the above Law, following the result of Offer Acceptance, the Customer shall provide the Contractor and (or) Agent/Counteragent with the consent to collect, store and process the Personal Data, including the personal data-related automated information (hereinafter referred to as the “Personal Data”) of the Customer, including collection, systematization, accumulation, storage, clarification (updating, changing), use, distribution (including transfer), depersonalization, blocking, destruction of personal data. The Personal Data shall be processed in order to conclude this Agreement by the Parties and to execute its subsequently within the validity period of the Subscription, as well as to make payments under the Agreement, make decisions or take other actions having legal implications in relation to the Parties to the Agreement, provide the Customer with information about the services provided by the Contractor, and in order to inform the Customer about new services developed and/or offered by the Contractor and/or Agent/Counteragent. Upon Acceptance of the Offer, the Customer agrees to receive advertising information.

8.2. The Customer’s consent to process the Personal Data specified in par. 6.2. of the Offer shall be given to the Contractor before the expiry of storage period for the relevant information or the documents, which contain the above information and are specified according to the legislation of the Republic of Kazakhstan. Moreover, the consent may be withdrawn by delivering by the Customer of respective written notice to the Contractor at least 3 (three) months before withdrawal of consent.

8.3. All other matters not settled by this Offer shall be governed by the legislation of the Republic of Kazakhstan.

8.4. The Customer confirms that he has read this Offer and agrees with its provisions.

8.5. The Parties recognize the legal significance of correspondence sent to the email addresses specified by the Customer and the Contractor in this Offer.

8.6. Use of the information provided by the Customer and received by the Contractor, information storage period:

- 1) The Contractor shall use the information in order to:
  - o register the Customer on the Website/Software;
  - o fulfill its obligations to the Customer;



- o evaluate and analyze the Website/Software operation;
- o analyze purchase history with subsequent segmentation of individual offers.

- 2) The storage period for Personal Data is 5 (five) years.

8.7. Disclosure of the information received by the Contractor:

1) The Contractor undertakes not to disclose the information received from the Customer. The providing of information by the Contractor to the Agents/Counteragents, as well as the receiving of Customer information by the Contractor from Agents/Counteragents is not considered as violation.

2) The disclosure of information is not considered as violation of obligations in accordance with the reasonable and applicable requirements of the legislation of the Republic of Kazakhstan.

8.8. The Contractor shall be entitled to use the “cookies” technology. The Cookies do not contain confidential information and are not transferred to any third parties.

8.9. The Contractor shall receive the information on IP address of the Website visitor. This information shall not be used to identify the visitor.

8.10. The Contractor is not responsible for the information provided by the Customer on the Website in a publicly accessible form to the bank, payment system or Agent/ Counteragent.

8.11. The Contractor is not responsible for any losses to be incurred by the Customer resulting from the fact that its login and password became known to any third party.

8.12. If the Contractor has any suspicions regarding the use of the Customer’s account by any third party or malicious software, the Contractor shall be entitled to change unilaterally the Customer’s password by subsequent delivering a notice of this to the Customer.

8.13. All relations between the Contractor and the Customer, which are not directly regulated by this Agreement, shall be regulated in accordance with the Rules.

**LiTRO RSA LLP**

Legal address: bldg. 3, Mitin Str., Almaty city,  
Medeusky District, Republic of Kazakhstan, postal  
code: 050040

BIN: 240540018445

IIC: KZ8896502F0017745480

Branch of ForteBank JSC in Almaty

BIC: IRTYKZKA

Beneficiary Code: 17

E-mail:

- Finance Department and Accountant's Office:

[finance@litro.kz](mailto:finance@litro.kz)

- Marketing Department: [marketing@litro.kz](mailto:marketing@litro.kz)

- Legal Department: [legal@litro.kz](mailto:legal@litro.kz)

- Quality Assurance Service: [info@litro.kz](mailto:info@litro.kz)

**Director**

**E.I. Abdullin**

