

If for any reason you do not agree with the terms and conditions of this User Agreement (Public Offer to conclude the service agreement) privacy and protection of personal information, Privacy Policy, do not use the site <https://litro.kz> and do not register.

**USER AGREEMENT (PUBLIC OFFER TO CONCLUDE THE SERVICE AGREEMENT),  
PRIVACY POLICY AND PROTECTION OF PERSONAL INFORMATION**

**Almaty**

**January 01, 2024**  
effective date

This document, permanently posted on the Internet at the network address: <https://litro.kz> in accordance with Articles 389, 395 and 396 of the Civil Code of the Republic of Kazakhstan (hereinafter referred to as the CC RK), is the User Agreement and an official offer (public offer) of LiTRO Limited Liability Partnership (LiTRO LLP), BIN 190840008516, (hereinafter referred to as the Contractor), represented by Khaidargaliyev B.A., the Director, acting on the basis of the Articles of Association, offers to conclude an Agreement (hereinafter referred to as Offer and/or Agreement) to any party in interest, an individual over eighteen (18) years old, who uses the Internet site <https://litro.kz> (hereinafter referred to as the Site), as well as mobile application "LiTRO" (hereinafter referred to as the Software), and accepts this offer on the terms and conditions specified below, hereinafter referred to as the Customer, and hereinafter jointly referred to as the Parties.

The Agreement, concluded by acceptance of this Offer, is regulated by the norms of civil laws, including, but not exclusively by the norms of the contract of adhesion (Article 389 of the CC RK) – as its terms and conditions are defined by the Contractor in this Offer and can be accepted by any interested individual who has reached eighteen (18) years old not otherwise than by joining the proposed Agreement as a whole without any exceptions and limitations. This Offer shall become effective upon posting on the Internet at <https://litro.kz>. The Contractor shall have the right at any time at its discretion to change the terms and conditions of the Offer or withdraw it in the manner provided for in this Agreement.

In case the Contractor changes the terms and conditions of the Offer, the changes come into force from the moment of publication of the changed terms and conditions of the Offer in the Internet at the address: <https://litro.kz>, unless another term is not specified by the Contractor in the relevant notice of changes. In accordance with Articles 395 of the CC RK and 396 of the CC RK, acceptance of the Offer is tantamount to conclusion of the Agreement on the terms and conditions set forth in this Offer. The Customer shall be deemed to have entered into the Agreement with the Contractor for the reimbursable provision of services posted on the Site/Software by



fully and unconditionally accepting the terms and conditions of this Offer (acceptance) by performing the following actions in the aggregate:

- ✓ Familiarization with the terms and conditions of this Agreement, which establishes the terms and conditions of using the Site/Software, by clicking the button "I accept the terms and conditions of the User Agreement and consent to the processing of my personal data", or the button "submit an application", or the button "register or "registration", or other similar buttons confirming the consent and direct will of the Customer to provide/receive services from the Contractor when submitting an application and registering on the Site/Software;
- ✓ Expression of the Customer's consent to the terms and conditions of the Offer by making payment in the manner specified in the Agreement;
- ✓ Submission of an application for the provision of services from the Contractor on the Site/Software: entering true and up-to-date data, name and/or surname (in accordance with the identity document), phone number, bank card details into the registration form, and making a corresponding mark of acceptance of the terms and conditions of this Agreement and the Privacy Policy. We draw your attention to the fact that without passing the registration procedure and marking the corresponding mark signifying familiarization and acceptance (consent) of this Agreement and Privacy Policy, access to the Payment registration procedure and/or Application submission is not provided;

The date of acceptance of the Offer by the Customer (the date of conclusion of the Agreement) shall be the date of crediting funds to the settlement account of the Contractor. The Customer agrees and acknowledges that amendments to this Offer shall have the effect of making such amendments to the Agreement entered into and applicable between the Customer and the Contractor, and such amendments shall be effective at the same time as such amendments to the Offer become effective. Failure of the Customer to familiarize himself with the terms and conditions and/or changes in this Offer shall not serve as a basis for the Customer's failure to perform his obligations and failure to comply with the restrictions set forth in this Agreement.

The Agreement offered by the Contractor to conclusion on the terms and conditions of this Offer shall be deemed concluded from the moment when the Customer performs the action defined by the Offer as its Acceptance. Unconditional and full acceptance of the terms and conditions of this Offer shall be deemed payment by the Customer of the first payment for the Contractor's services and registration of the Application for the provision of services from the Contractor made in the manner provided for in Section 2 of the Offer (hereinafter – Acceptance).

## **1. TERMS AND DEFINITIONS**

In this Agreement, unless otherwise expressly provided herein, the following terms shall have the following meanings:



**Confidential Information** (hereinafter referred to as the Confidential Information) means information that includes hardware and software data, screens, specifications, designs, plans, drawings, data, prototypes, discoveries, research, studies, developments, methods, processes, procedures, courses, workshops and webinars, improvements, know-how configurations, marketing techniques, and plans, technical and commercial information, materials in oral, demonstration, written, graphic, or machine-readable form that has not been published and is not available to the general public and/or commerce and that is maintained as confidential and proprietary information for the disclosing party.

**Administration** (hereinafter referred to as the **Administration/Contractor**) is a legal entity registered in accordance with the laws of the Republic of Kazakhstan, and being the owner (right holder) of the site (LiTRO LLP, BIN 190840008516).

**Site** <https://litro.kz> (hereinafter referred to as the Site) is a hardware and software complex of the Contractor, located at the network address: <https://litro.kz>, containing a set of information, texts, graphic elements, design, images, photo and video materials (audiovisual works) and other objects of intellectual property, 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. Use by the Customer of the Site/Software, its content and components (both in whole and in part) and other software solutions developed by the Contractor does not mean the transfer (alienation) to the Customer and/or to any third party of the rights to the results of intellectual activity, both in whole and in part. The Site is an Internet resource designed to provide the Customer with access to information materials (Site content) in order to organize the registration of an application for the Contractor's services specified on the Site/Software and/or payment for the Customer's Service to the Contractor.

**Registration of an application for the provision of services by the Contractor** (hereinafter referred to as the "registration of the Application", "submission of the Application") – the process of registration on the Site/Software implies that the Customer fills in the form, leaves his/her data to be contacted by the Contractor for further provision of services. All information specified by the Customer when concluding the Agreement/registering the Application shall be reliable. The Contractor, in case of doubts about the reliability of such data, has the right to request additional information and/or demand its confirmation during the entire period of rendering services. The request shall be sent to the Customer by phone call or SMS message indicated when registering the Application.

**Registration of payment for the services rendered by the Contractor through the online service of the WOOPPAY LLP payment organization –**



**www.wooppay.com** (hereinafter referred to as the "registration of Payment") – the process of registration of payment on the Site/Software through the online service of the WOOPPAY LLP payment organization implies that the Customer fills in the form belonging to WOOPPAY LLP, leaves his data to pay for the services rendered by the Contractor. All information specified by the Customer when concluding the Agreement/registering the Payment shall be reliable. The Contractor, in case of doubts about the reliability of such data, has the right to request additional information and/or demand its confirmation during the entire period of rendering services. The request shall be sent to the Customer by phone call or SMS message indicated when registering the Application or registering the Payment.

**Contractor's provision of a service** – (hereinafter referred to as the "module", "course", "Service", "training") a single service or a set of services listed on the Contractor's Site/Software and selected by the Customer to receive.

Other terms and definitions occurring in the text of the Agreement shall be interpreted by the Parties in accordance with the laws of the Republic of Kazakhstan and the usual rules of interpretation of the relevant terms established in the Internet.

## **2. SUBJECT MATTER, COST OF SERVICES AND PAYMENT PROCEDURE. ACCEPT OF OFFER**

- 2.1. Under the terms and conditions of this Offer the Contractor undertakes to render services to the Customer according to the Customer's request for the type, quantity and terms of rendering such service which are specified/provided to the Customer on the Contractor's Site/Software.
- 2.2. The Customer shall make non-cash payment to the Contractor by bank card including through a bank terminal (if available) or through the website wooppay.com, through the Site/Software of the Contractor, or through the wooppay.com payment system via the link provided by the Contractor.
- 2.3. The cost of services is set in tenge including VAT.
- 2.4. The Service is considered to be paid in the relevant part from the date of receipt of funds to the Contractor's account, and is confirmed by obligatory presentation by the Customer to the Contractor of the document on payment for the Services.
- 2.5. From the date of making the first payment by the Customer the Offer Acceptance shall be deemed to have been made and the Agreement shall be deemed to have been concluded on the terms and conditions of this Offer.
- 2.6. The Contractor shall not be liable for the data and confidential information provided by the Customer to the bank or wooppay.com payment system.
- 2.7. The Contractor shall not be liable for bank or other fees arising from the payment for the Service by the Customer to the bank or wooppay.com payment system. Also, the Contractor shall not be liable for the safety and success of the payment process for



the Service which is made by the Customer through a bank, terminal or wooppay.com payment system.

### **3. PROCEDURE FOR THE PROVISION and ACCEPTANCE OF SERVICES**

3.1. The direct recipient of the Services shall be an adult person (hereinafter referred to as the Participant) specified by the Customer at the time of the Customer's Application for the Service.

3.2. The Application shall be executed on the Site/Software or through the Contractor's representative by phone or in the Contractor's office, and shall contain the indication of the Services, the place of service provision and the Customer's data (the Customer's full name and phone number).

3.3. If the Customer within two (2) business days after the end of rendering the Services does not submit claims to the Contractor specifying the defects of the rendered Services, the Services are considered to be rendered by the Contractor timely, properly, in full and accepted by the Customer without objections and remarks.

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

#### **4.1. Contractor undertakes to:**

4.1.1. Provide the Customer with the Service of proper quality in accordance with the terms and conditions of this Offer Agreement and the Service selected and timely paid for by the Customer.

4.1.2. Provide the Customer with the means necessary in the provision of the Service to be provided.

4.1.3. Notify the Customer at the Customer's e-mail address or telephone number specified by the Customer in the Application of any changes in the location and/or date and time of the Services.

4.1.4. At the written request of the Customer in case of failure to render the Services within the established term of their rendering in full, as well as due to the impossibility of their rendering for reasons beyond the control of the Contractor or in other cases of the Contractor's refusal to fulfill the Agreement (in full or in part), agree with the Customer another date, time and/or place of rendering the Service that was not rendered.

#### **4.2. Contractor has the right to:**

4.2.1. Independently choose methods and ways of providing the Services, including, but not limited to, making changes in the content of the services provided.

4.2.2. Postpone at its own discretion the provision of Services (place, dates and time) for reasons beyond the control of the Contractor with notification of the Customer at the e-mail address or telephone number specified in the registration of the Application.



4.2.3. Take photos and video during the provision of the Services and use the obtained materials by any means in the design of the premises where the Services are provided, as well as on the Internet (on the Site/Software, social networks, etc.), in other advertising, informational and marketing materials, to transmit to the media, etc. In this regard, the Customer provides its consent to the Contractor to use the image of him and/or the Participant by any means, if such image was obtained during the provision of the Services, without additional payment. Mentioned consent is applicable indefinitely, worldwide.

4.2.4. Involve third parties in the provision of services without obtaining the Customer's consent, remaining liable for their actions to the Customer.

4.2.5. Not render the Service to the Customer (not admit the recipient of the Services to the place of their rendering), who has not paid the payment or has not paid in full for the Service in the order and terms provided by this Offer Agreement.

4.2.6. Refuse to provide the Services on the terms and conditions set out in this Offer Agreement.

4.2.7. In case the Customer publishes audio/video/text materials on the Internet and in social networks without coordinating the publication with the Contractor, the Contractor has the right to charge the Customer a fine or apply to the court for protection from the distribution of intellectual property belonging to the Contractor.

#### **4.3. Customer undertakes to:**

4.3.1. Timely inform the Contractor about all circumstances related to the subject of the Agreement, provide reliable information about himself and/or the Participant, relevant for the Contractor's provision of Services, be responsible for breach of the guarantees set forth in Section 7 of this Offer Agreement.

4.3.2. Ensure the safety of the property located at the place of rendering the Services and to compensate the Contractor in full for any damage caused by the Customer or the Participant for whom the Customer is responsible. In case of damage to the property of the Contractor by the Customer/Participant, reimburse the Contractor within five (5) business days from the moment of sending the relevant request by the Contractor, the cost of elimination of the damage caused or the cost of the property in full in case of impossibility to eliminate the damage.

4.3.3. Pay for the Service in the order, amount and terms stipulated by this Offer Agreement.

4.3.4. Fulfill the requirements and recommendations of the Contractor within the framework of the provided Service.

4.3.5. Ensure compliance with discipline and generally accepted standards of behavior during the provision of the Service.

4.3.6. Notify the Contractor by email or by telephone of the Contractor about the impossibility of receiving the Service due to the Participant's illness or in the presence of other valid reasons with the provision of supporting documents and, at its discretion, request an appointment to receive this Service, the date and time of provision of the Service at least than twenty four (24) hours before the scheduled Service.



4.3.7. In case of the Customer's refusal to fulfill the Agreement, pay the cost of the Services actually rendered by the Contractor up to the moment of the Contract termination, as well as at the request of the Contractor to reimburse the expenses actually incurred by the Contractor, which he incurred up to the moment of the unilateral refusal at the expense of the services not yet rendered.

4.3.8. In case the Customer publishes audio/video/text materials on the Internet and in social networks without coordinating the publication with the Contractor, reimburse the Contractor the fine claimed by the Contractor within the terms specified by the Contractor.

#### **4.4. Customer has the right to:**

4.4.1. Demand proper provision by the Contractor of the Services provided for in this Offer Agreement.

4.4.2. Receive full and reliable information on the issues of providing the Service.

4.4.3. Withdraw from this Agreement (unilateral extrajudicial withdrawal) in full or in part on the terms and conditions stipulated in this Offer Agreement.

### **5. TERM OF VALIDITY OF OFFER. AGREEMENT DURATION PERIOD AND TERMINATION PROCEDURE**

5.1. This Offer comes into force from the moment of its receipt by the addressee and is applicable indefinitely until its withdrawal by the Contractor at the e-mail address: <https://litro.kz> and/or actual complete cessation of the use of the Site/Software of the Contractor.

5.2. From the moment of full payment for the Contractor's Services this Offer shall be recognized as accepted, and the Agreement of paid services under the terms and conditions of this Offer Agreement shall be recognized as concluded.

5.3. The Offer Agreement is applicable until the end date of the Services.

5.4. The Offer Agreement may be terminated by agreement of the Parties.

5.5. The Offer Agreement may be terminated unilaterally out of court at the initiative of the Customer (in full or in part) if he/she refuses to receive the Service. In this case, the Customer shall notify the Contractor in writing about the refusal of the performance not later than seven (7) business days before the date of termination of the Agreement according to the procedure stipulated in Clause 5.1. of the Agreement.

5.6. This Offer Agreement may be terminated unilaterally out of court at the initiative of the Contractor (in full or in part), provided that the Customer is notified in writing of the refusal to perform not later than seven (7) business days prior to the date of termination of the Agreement, and in the following cases – from the date of notification of the Customer.

### **6. LIABILITY. DISPUTES RESOLUTION**



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

6.2. The Parties shall be released from liability for partial or full non-fulfillment of obligations under the Agreement if it was a consequence of extraordinary and unavoidable circumstances, confirmed in accordance with the procedure established by law, preventing proper fulfillment of obligations under the Agreement.

6.3. All disputes and disagreements arising in connection with the provision of the Services shall be settled through negotiations. The claim procedure shall be obligatory for the Parties. The term for consideration of the claim shall be twenty (20) calendar days.

6.4. In case of failure to settle disagreements through pre-trial claim procedure the Parties have the right to appeal to the court at the location of the Contractor in accordance with the laws of the Republic of Kazakhstan.

## **7. MISCELLANEOUS**

7.1. The Customer warrants that there are no circumstances preventing it from obtaining the Services under this Offer Agreement.

7.2. In the event that one or more provisions of this Offer are for any reason invalid or unenforceable, such invalidity shall not affect the validity of any other provision of the Offer (the Agreement), which shall remain in full force and effect.

7.3. Without conflicting with the terms and conditions of this Offer, the Customer and the Contractor may at any time execute a Service Agreement in the form of a written bilateral document bearing the seals and signatures of the Parties.

7.4. During the term of this Agreement, as well as upon its expiration, the Parties undertake not to disclose and not to use in their 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, transferred by one Party to the other Party and which became known to the Parties in connection with the conclusion and execution of this Agreement.

## **8. PRIVACY POLICY AND PROTECTION OF PERSONAL INFORMATION**

8.1. The communication of personal data when making the Application is, in accordance with the Law of the Republic of Kazakhstan "On Personal Data and their Protection", a specific, informed and conscious expression of the subject's consent to the processing of personal data. The Customer in accordance with the above-mentioned law as a result of Acceptance of the Offer gives the Contractor consent to collection, storage and processing, including automated, of information related to personal data (hereinafter referred to as the Personal Data) of the Customer or the Participant – third party, in the interests of which the Customer concludes the agreement (surname, name,



patronymic, address of registration, place of residence, contact telephone numbers, e-mail addresses, bank account numbers, official details of an individual or legal entity), including collection, systematization, accumulation, storage, clarification (update, change), use, distribution (including transfer), depersonalization, blocking, destruction of personal data. Processing of Personal Data is carried out for the purposes of conclusion by the Customer of the Agreement with the Contractor on the basis of this Offer and their execution, making settlements with the Customer, taking decisions or performing other actions giving rise to legal consequences in respect of the Customer or the Participant, providing the Customer with information about the services rendered by the Contractor, fulfillment of contractual obligations to third parties, as well as for the purposes of informing the Customer about new products and services, developed and/or offered by the Contractor and/or its counterparties and partners. By accepting the Offer, the Customer agrees to receive advertising information.

8.2. The consent given by the Customer regarding the processing of Personal Data specified in Clause 6.2. of the Offer is given to the Contractor until the expiration of the storage period of the relevant information or documents containing the above information, determined in accordance with the laws of the Republic of Kazakhstan. In addition, the consent may be withdrawn by the Customer by sending a corresponding written notice to the Contractor at least three (3) months prior to the withdrawal of the consent. Withdrawal of consent to the processing of personal data means the Customer's unilateral withdrawal from the Services.

8.3. On all issues not regulated by this Offer, the Parties shall be governed by the applicable laws of the Republic of Kazakhstan.

8.4. The Customer confirms that he is familiarized with this Offer and agrees with its provisions.

8.5. The Parties recognize as legally significant the correspondence sent to the e-mail addresses specified by the Customer in the Application and by the Contractor in this Offer.

8.6. If the Customer does not want his/her personal data to be processed, he/she should contact the Customer Service of the Contractor. In this case, all information received from the Customer (including login and password) is deleted from the Contractor's client base and the Customer will not be able to place Applications for Services on the site, as well as, revocation of consent to the processing of personal data means the Customer's unilateral refusal from the Services.

8.7. Use of information provided by the Customer and received by the Contractor. Information storage period.

1) The Contractor shall use the information:

- for the Customer's registration on the Site;
- to fulfill its obligations to the Customer;
- to evaluate and analyze the performance of the Site;
- to determine the winner in the promotions held by the Contractor;
- to analyze purchase history with subsequent segmentation of individual offers.



- 2) The storage period of personal data shall be five (5) years
- 8.8. Disclosure of information obtained by the Contractor:
- 1) The Contractor undertakes not to disclose the information received from the Customer. It shall not be considered a violation for the Contractor to provide information to agents and third parties applicable on the basis of an agreement with the Contractor for the fulfillment of obligations to the Customer.
  - 2) It shall not be considered a breach of duty to disclose information in accordance with reasonable and applicable legal requirements.
- 8.9. The Contractor has the right to use "cookies" technology. "Cookies" do not contain confidential information and are not transferred to third parties.
- 8.10. The Contractor receives information about the ip-address of the Site visitor. This information is not used to identify the visitor.
- 8.11. The Contractor is not responsible for the information provided by the Customer on the Site in a publicly available form or WOOPPAY payment system.
- 8.12. The Contractor shall not be liable for any losses that the Customer may suffer as a result of his login and password becoming known to a third party.
- 8.13. If the Contractor suspects that the Customer's account has been used by a third party or malicious software, the Contractor has the right to unilaterally change the Customer's password.

**Contractor:**

LiTRO Limited Liability Partnership  
Legal address: Kazakhstan, Almaty, Medeu district,  
Street Mitina, bldg. 3, postal code 050040  
BIN 190840008516  
IIC KZ3796502F0014140520  
in the Almaty branch of ForteBank JSC  
BIC IRTYKZKA, Beneficiary Code 17  
Tel.: 8 (727) 346 92 01, int. 103  
E-mail:  
- Finance and Accounting Department: [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)



/ Khaidargaliyev B.A.