

# **REGULATION ON THE PROCEDURE FOR THE PROVISION OF ART CLOUD SERVICES IN THE INFORMATION SYSTEM OF THE IPCA LIMITED LIABILITY PARTNERSHIP**

## **1. CONCEPTS, TERMS AND DEFINITIONS.**

For the purposes of these Regulations, the following terms (if written with a capital letter in the text of the Regulations) will have the meanings specified below:

**IPCA (LLP "IPCA")** – Limited Liability Partnership "IPCA," providing the ART CLOUD service in the manner and under the conditions provided for in these Regulations.

**ART CLOUD** – a service for the Deposit of Objects with the possibility of their Disclosure (public disclosure).

**AETIS System (information system)** – a combination of software and hardware available on the Internet at: aetis.kz, including domains of all levels, which, among other things, provides the ability to place on this website the results of artistic, literary, and other intellectual and creative activities expressed in various forms and/or formats, both with the preservation of their confidentiality and inaccessibility to third parties, and available for public information viewing; managing these results and rights, as well as recording the facts of placement and/or management in the KZChain Network.

**Individual Storage** – an area in the server memory allocated to the User for storing Objects, protected from unauthorized access by third parties.

**Applicant** – a User who has expressed the will and intention to use the ART CLOUD service offered by IPCA, accepted the terms of these Regulations, and paid for the ART CLOUD service.

**Deposit** – Procedure for voluntary (non-mandatory) registration of the results of intellectual creative activity to establish the date of temporary priority for exclusive rights to RICA and to transfer a copy of the RICF for storage in the IPCA in electronic form.

**Personal Account** – a personalized interface of the Site with a set of user tools allowing the management of the User's Account, including the entry, modification, and deletion of data identifying the User or related to them.

**Deposit Object (Object)** – the Result of Intellectual Creative Activity, namely: works of visual art; photographic works and works obtained by methods similar to photography, submitted for storage in IPCA in electronic form, including information about them.

**Confirmed Email Address** – the email address provided by the User during Registration and confirmed by the User as valid according to the established procedure.

**Confirmed Mobile Phone Number** – the phone number provided by the User during Registration and confirmed by the User as valid according to the established procedure.

**User** – any individual who has reached the age permitted by the legislation of the Republic of Kazakhstan to accept these Regulations, possesses the appropriate authority, has completed the Registration procedure, and is allowed to use the Site in the manner determined by IPCA, and who has been granted access to the Personal Account.

**Disclosure (public disclosure) of the Object** – an action taken by the will of the Applicant, which for the first time makes the Object available to the public by providing access to an indefinite number of persons for viewing it.

**User Registration (Registration)** – a set of actions aimed at gaining access to the AETIS System to the extent and under the conditions determined by IPCA, accompanied by the transfer of certain user information from the User and the creation of a User Account.

**Result of Intellectual Creative Activity (RICA)** – a result of intellectual creative activity protected by the current legislation of the Republic of Kazakhstan and equivalent means of individualization, as indicated and understood in Article 125 of the Civil Code of the Republic of Kazakhstan.

**Site** – the internet resource located on the Internet at the address aetis.kz, a combination of information accessed through a traditional and publicly available Internet browser (Internet Explorer, Firefox, Safari, Opera, Flock, Maxthon, Google Chrome, etc. of various versions) and other means via a uniform resource locator (URL) consisting of letters, numbers, and other signs, allowing its unique location in the Internet to be determined (URL address — Uniform Resource Locator), containing as the top-level domain (TLD — top-level domain) "kz," and as the second-level domain (SLD — second-level domain) "aetis," or URL equivalents, including the mobile version of the Site, mobile application, intranet, and ftp-server, as well as its subdomains and versions on other hardware platforms. Depending on the context, the Site also refers to the AETIS System.

**ART CLOUD Deposit Certificate** – an IPCA-approved document, containing mandatory elements and drawn up in electronic form or on paper, confirming the fact of the Object's Deposit in IPCA.

**KZChain Network (Transaction Network with Rights and Intellectual Property Objects)** – a publicly accessible information system built on distributed ledger technologies and containing records of the facts of the emergence, changes in legal protection regimes, management, and use of the results of intellectual creative activity and means of individualization, ensuring the preservation and immutability of the information contained therein, including for the purpose of protecting intellectual rights to such results.

**User Account** – a combination of static and dynamic information regarding the User, uniquely identifying the User of the Site, including but not limited to the following data: surname, first name, patronymic, date of birth, identity document details, address, phone, email, etc., necessary to provide the User with access to the Site's services.

## 2. GENERAL PROVISIONS

2.1. This Regulation on the procedure for providing the ART CLOUD service in the information system of the Limited Liability Partnership "IPCA" (hereinafter referred to as the "Regulation") is a public offer in accordance with Article 395 of the Civil Code of the Republic of Kazakhstan and establishes the rules and conditions for IPCA to provide the ART CLOUD service to individuals, legal entities, and individual entrepreneurs: depositing Objects with the possibility of their Disclosure (public disclosure).

2.2. This Regulation is developed in accordance with the User Agreement of the aetis.kz website (hereinafter referred to as the "User Agreement" or "Agreement," permanent address on the Internet: [https://en.aetis.kz/documents/kz/terms\\_of\\_use\\_en.pdf](https://en.aetis.kz/documents/kz/terms_of_use_en.pdf)).

2.3. This Regulation constitutes a legally binding agreement between the Applicant and the IPCA. By accepting the terms outlined below, the Applicant, who accepts this Public Offer, accepts this Offer by making payment of the specific Tariff. The payment of the Tariff fee by the Applicant is considered an unconditional and complete acceptance of this Offer in accordance with Article 396 of the Civil Code of the Republic of Kazakhstan.

2.4. The ART CLOUD service is available only to Users of the AETIS System with a Confirmed email address and Confirmed mobile phone number or those who have completed the identity verification procedure in another way.

2.5. The Applicant can be a legal entity registered in accordance with the legislation of the Republic of Kazakhstan or the legislation of other countries, having legal capacity to be a subject of rights to the results of intellectual creative activity, represented by a representative acting on behalf of such a legal entity based on a power of attorney or other documents. When providing documents confirming the representative's authority, all actions of the representative are considered actions of the legal entity, and the conditions of this Regulation apply to the relationship between the legal entity and IPCA, unless this contradicts the current legislation of the Republic of Kazakhstan.

2.6. The Applicant can be an individual or an individual entrepreneur registered in accordance with the legislation of the Republic of Kazakhstan or the legislation of other countries, having legal capacity to be a subject of rights to the results of intellectual creative activity, either personally or represented by a representative acting on behalf of such an individual or individual entrepreneur based on a power of attorney. When providing documents confirming the representative's authority, all actions of the representative are considered actions of the respective principal, and the conditions of this Regulation apply to the relationship between the represented individual or individual entrepreneur and IPCA, unless this contradicts the current legislation of the Republic of Kazakhstan.

2.7. IPCA retains information about the connection of the Object with the User's Account, the date of Deposit, the description, and the size of the file containing the Object.

2.8. Information about Objects deposited in the IPCA is provided based on requests from the Applicant, their representative with the necessary authority, properly issued court orders, law enforcement requests, requests from notaries, lawyers, legal consultants, private and state judicial officers.

2.9. The Deposit of RICA and Disclosure of Objects is carried out based on the will of the Applicant, who guarantees the completeness, accuracy, and relevance of the information provided during the Deposit, both in relation to the Deposit Object and the Applicant themselves.

2.10. The Applicant guarantees IPCA that they have all the necessary authority and rights to the Result of Intellectual Creative Activity necessary for its Deposit and Disclosure; that the Deposit and Disclosure of the Object will not infringe on the rights and legitimate interests of third parties.

2.11. IPCA is not responsible if third parties make claims about the inaccuracy of the information provided by the Applicant or if the Applicant violates these guarantees.

2.12. IPCA is not responsible for the content of the Deposit Objects and the information about them.

2.13. The data received from the Applicant or their representative about the Applicant and information about the author(s) of the Result of Intellectual Creative Activity, about the Result of Intellectual Creative Activity, including its type, name, creation date, description, registration number, are entered into the IPCA register of deposited objects.

2.14. The Deposit of RICA and Disclosure of the Object is carried out by submitting a corresponding application through the User's Personal Account.

2.15. The Deposit of RICA does not affect the emergence, exercise, or protection of intellectual rights and is not the sole basis for recognizing authorship, but it can be used as evidence of the existence of RICA on a specific date and the recording of the date of temporary priority of the exclusive right to the RICA.

### **3. TECHNICAL CONDITIONS AND PROCEDURE FOR THE PROVISION OF SERVICES ART CLOUD**

3.3.1. Access to the ART CLOUD service is based on a monthly prepaid subscription, the cost of which depends on the volume of the Individual Storage. The subscription period, equal to a month, starts from the date of subscription payment and expires on the corresponding date of the following calendar month. The subscription period, equal to a year, starts from the date of subscription payment and expires on the corresponding month and date of the following calendar year. The selected plan can be changed. In the event of exceeding the Individual Storage volume limit, it is necessary to switch to the next plan. The subscription period in this case begins on the day of payment for the new plan. If it is necessary to reduce the volume of Individual Storage and select

a smaller plan, the user must delete files (reduce the volume of Individual Storage to the required amount). The subscription period in this case begins at the end of the existing paid subscription.

3.3.2. After paying the subscription according to the Rates, the Applicant is provided access to the Individual Storage, where the Applicant independently places Objects for storage via the AETIS System through the User's Personal Account. The number of such Objects is limited by the paid volume of the Individual Storage.

3.3.3. When placing an Object in the Individual Storage, the Applicant may provide a description of the RICA, containing the following data: surname, first name, patronymic of the Applicant; surname, first name, patronymic of the author(s) in full; type and name of the result of intellectual creative activity (if the name of the result of intellectual creative activity is in a foreign language, a translation into Russian is provided); creation date; annotation. The amount of information reflected in the Certificate of Deposit of the RICA in electronic form corresponds to the amount of information provided by the Applicant when placing the Object in the Individual Storage.

3.3.4. The completeness, authenticity, and accuracy of the above information are guaranteed by the Applicant.

3.3.5. The date and time of the Deposit of the RICA in electronic form is considered the date and time the Object is uploaded to the Individual Storage.

3.3.6. A Certificate of Deposit of the Object in the form of an electronic document and/or a document on an approved IPCA form is provided upon request of the Applicant (their representative) for an additional fee for each Object. The Certificate of Deposit of the Object in the form of an electronic document is automatically generated in the Personal Account after payment.

3.3.7. The fact of depositing the RICA and its annulment in the cases provided for in this Regulation is reflected in the KZChain Network.

3.3.8. Disclosure (public disclosure) of Objects with the assignment of a "Certified by IPCA" QR code is carried out at the Applicant's request for an additional fee according to the Rates.

3.3.9. Disclosure (public disclosure) of the Object is carried out by generating and subsequently transmitting a link to the Object to be Disclosed to an unlimited number of persons, by which third-party users can download the file containing the Object. To be able to download the Object, a third-party user, after following the generated link to the Object, must provide their phone number, which requires confirmation. The Applicant receives information about which phone numbers were used to access the Object.

3.3.10. After the paid subscription period expires, if it is not renewed for the next month or year according to the Rates, the Applicant's access to the Individual Storage is suspended until the subscription fee is received, including for the unpaid period. Upon receipt of the payment for the period during which access was suspended and the payment for the next month or year of the subscription, access is resumed. The guaranteed storage period of Objects in the Individual Storage

in the absence of a paid subscription is no more than 3 (three) months. If the subscription fee and the period of suspended access are not paid within the specified period, the Individual Storage is subject to formatting, and the files containing the Objects are deleted without the possibility of recovery, about which a corresponding entry is generated in the KZChain Network.

#### **4. GROUNDS FOR REFUSAL OF DEPOSIT OR CANCELLATION OF DEPOSIT**

IPCA reserves the right to refuse the Applicant (or their representative) the ART CLOUD service provided for in this Regulation in the following cases:

- The Applicant has knowingly provided false information about themselves or the authors of the RICA, or has provided documents that fully or partially do not meet IPCA's requirements for the Deposit of RICA;
- The Applicant has not completed the phone number or email address verification procedure;
- The Applicant has not paid for the ART CLOUD service, including the subscription renewal fee;
- The Applicant has violated the terms of the User Agreement, the terms of this Regulation, or the requirements of the current legislation of the Republic of Kazakhstan;
- There is a dispute regarding the authorship of the RICA submitted for Deposit, including if the dispute between the authors is being considered by the judicial authorities;
- There is a legally binding court decision establishing authorship in relation to a previously deposited RICA in IPCA;
- The Applicant deposits titles of works separately from such works, slogans, results of intellectual creative activity whose titles use personal data of well-known public figures and other famous persons without their consent, or results of intellectual creative activity that use the image of a citizen without the appropriate consent;
- The Applicant deposits results of intellectual creative activity that use, without the citizen's consent, any information about their private life, including information about their origin, place of stay or residence, personal and family life, if such information violates the interests of the citizen as defined by the current legislation of the Republic of Kazakhstan;
- The Applicant deposits results of intellectual creative activity aimed at forming a negative attitude towards societal values, disregarding norms of ethics and morality;
- The Applicant deposits results of intellectual creative activity recognized as extremist in accordance with the current legislation and included by the Ministry of Justice of the Republic of Kazakhstan in the list of extremist materials or prohibited on other legal grounds;
- The Applicant deposits results of intellectual creative activity that are adaptations (translations) of other protected results of intellectual creative activity, without providing authorizing documents from the author (or their representative) granting the right to carry out such adaptation (translation);
- For other reasons, directly or indirectly resembling the above-mentioned grounds, as well as at the discretion of responsible IPCA employees.

#### **5. CANCELLATION OF THE DEPOSIT**

5.1. The Deposit may be annulled in the following cases:

- Upon the request of an interested party based on a court decision that has entered into legal force;
- If the file is deleted by the Applicant;
- If the user does not renew the subscription for more than 3 (three) calendar months;
- In other cases provided for in this Regulation.

5.2. A certified copy of the court decision that has entered into legal force must be attached to the request for annulment of the Deposit by the interested party.

5.3. The procedure for annulment of the Deposit is carried out within 10 working days from the date of receipt of the documents that are the basis for the annulment.

5.4. After the expiration of the appeal period for the latest court decision that has entered into legal force regarding the dispute on the annulment of the Deposit, the Object deposited in IPCA in electronic form is assigned the status "Annulled."

5.5. The retention period for annulled deposited RICAs cannot exceed 6 (Six) months from the date of annulment, after which the materials containing the Deposit Object are subject to destruction.

5.6. Documents that served as the basis for the annulment of the Deposit are stored in the IPCA Deposit Department until the expiration of the Deposit period of such an Object.

5.7. Within one month from the receipt of the documents-basis for the annulment of the Deposit, IPCA notifies the Applicant of the annulment of the Deposit through the Personal Account or by sending a postal letter with a copy of the document-basis for the annulment of the Deposit.

5.8. If the Deposit is annulled before the expiration of the Deposit period, the Deposit service fee paid by the Applicant is non-refundable.

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

6.1. The Applicant has the right to:

- Contact IPCA to obtain a Certificate of Deposit in the manner and within the time frames established by this Regulation and other documents of LLP "IPCA";
- Use the services provided by IPCA to protect their rights and legitimate interests.

6.2. The Applicant is obliged to:

- Provide full, correct, and accurate information about the authors and other significant information about the Deposit Object when making a deposit to IPCA;
- Ensure the inaccessibility of data to third parties from accessing the User Account;
- Immediately notify IPCA of any changes to any data about the Applicant;
- Pay for IPCA services in accordance with the rates in effect at the time of the request for service.

6.3. IPCA has the right to:

- Process, store, and use the Applicant's (or their representative's) personal data for the purpose of fulfilling obligations to provide the ART CLOUD service in accordance with this Regulation;
- Notify the Applicant by sending postal items or SMS as well as electronic messages to the Confirmed phone number and Confirmed email address provided by the Applicant;
- In case of non-payment for the ART CLOUD service subscription for a period exceeding three months, format the Individual Storage and delete the stored Objects without the possibility of recovery;
- Create a User Account indicating the User's personal data for the purpose of fulfilling this Regulation.

6.4. IPCA is obliged to:

- Store the Deposit Object under the terms and for the duration of the paid subscription in accordance with sub-clause 3.3.10 of this Regulation;
- At the request of the Applicant (or their representative), issue originals or duplicates of documents: Certificates of Deposit, certificates, extracts, and other documents for recording and protecting the Applicant's rights in the manner, time frames, and on the terms established by this Regulation and other documents of LLP "IPCA."

## **7. RESPONSIBILITY OF THE PARTIES**

7.1. The Applicant (User) is responsible for the completeness, accuracy, and relevance of the provided data, the content of the file with the Deposit Object, and the security and inaccessibility of access to the User Account. If access to the User Account is provided to third parties due to the User's fault, the actions of such persons will be considered by the AETIS System as actions of the User. In this case, the User will not have the right to make any claims or demands against IPCA.

7.2. IPCA is responsible for the safekeeping of the Deposit Object during the paid subscription period in accordance with sub-clause 3.3.10 of this Regulation.

7.3. IPCA is responsible for restricting third-party access to the Deposit Object until the Disclosure procedure is carried out at the Applicant's request.

7.4. A party that has failed to fulfill or has improperly fulfilled an obligation arising from this Regulation is not liable if the fulfillment of the obligation was impossible due to force majeure, i.e., extraordinary and/or unavoidable circumstances under the given conditions.

7.5. If third parties make claims against IPCA regarding the Deposit of the RICA due to the inaccuracy of the Applicant's (User's) guarantees regarding such RICA and/or the information provided about it, the Applicant (User) must independently and at their own expense resolve such claims, thereby freeing IPCA from possible losses. In the event of IPCA incurring losses, the Applicant (User) must fully compensate them.



## **8. OTHER PROVISIONS**

8.1. IPCA reserves the right to change and/or supplement the terms of this Regulation, tariffs, and other documents regulating the procedure for providing Deposit services at any time without any special notification. Proper notification and informing the Applicant of such changes and/or additions will be considered the posting of information on the official website on the Internet at the address: [aetis.kz](http://aetis.kz).

8.2. This Regulation is an open and publicly accessible document. The current version of the Regulation is located on the Internet at the address: [aetis.kz](http://aetis.kz).

8.3. The Applicant is obliged to fully familiarize themselves with this Regulation before submitting an application for the Deposit of RICA.