

USER AGREEMENT OF THE WEBSITE AETIS.KZ

Almaty city

This User Agreement of the website aetis.kz (**hereinafter referred to as the 'User Agreement' or the 'Agreement'**) regulates the relationship between the **Limited Liability Company 'IPCA'** — the administrator and owner of the website aetis.kz (**hereinafter referred to as 'AETIS'**), providing an unlimited number of individuals the right to use the capabilities (functionality) of the Site in ways provided by the Site, and the individual using any of such capabilities (**hereinafter referred to as the 'User'**).

By using the Site, the User confirms that they have read and fully agreed (accepted) to the terms of this Agreement without any modification or exception.

1. TERMS AND DEFINITIONS

For the purposes of this Agreement, the following terms (when written with initial capital letters in the text of the Agreement) shall have the meanings specified below:

1. **Intellectual Property Object (IPO)** - a protected result of intellectual creative activity and means of individualization, as specified and understood in Article 125 of the Civil Code of the Republic of Kazakhstan.
2. **Reference copy (Digital standard)** - a record of an intellectual property object presented in the form of a file in a specific format (txt, mp3, wav, mpeg, DivX, etc.).
3. **Metadata** - a collection of systematized information related to an intellectual property object (IPO) and describing it, including but not limited to: author, year of creation, album, duration, performer, etc.
4. **Basic metadata** - a part of metadata permissible for open publication without the User's permission.
5. **Extended metadata** - a part of metadata permissible for open publication under certain conditions, including a portion of metadata that constitutes an independent result of intellectual activity.
6. **Digital fingerprint** - a file that represents an irreversibly transformed Standard Instance (Digital Standard) or another file, where the purpose of such transformation is systematic storage, enabling comparison of the content of various Standard Instances (Digital Standards) and other files using a computer (PC) and determining the similarity of such content.
7. **Registry** - a collection of independent materials (intellectual property objects and related information such as digital fingerprints, metadata, etc.), presented in an objective form and systematized in a way that allows these materials to be found and processed using electronic computers (PCs). Managed by AETIS, its purpose is to enable authors, performers, manufacturers, and other rights holders to assert their rights to intellectual property objects and utilize other functionalities of the Site.
8. **Registered User (User)** - any natural person who has reached the age permitted according to the legislation of the Republic of Kazakhstan for accepting this User Agreement, possesses corresponding authority, has unrestricted access to the Internet, and is permitted by AETIS to

use the Site, including accessing the Registry, receiving services from AETIS, and asserting rights to intellectual property objects.

A User can be a citizen engaged in entrepreneurial activities without forming a legal entity - an individual entrepreneur registered in accordance with the legislation of the Republic of Kazakhstan and possessing legal capacity enabling them to be a rights holder of intellectual property objects.

A User can also be a representative of an individual entrepreneur registered in accordance with the legislation of the Republic of Kazakhstan and possessing legal capacity enabling them to be a rights holder of intellectual property objects, acting on behalf of such individual entrepreneur based on a power of attorney or other lawful basis. When presenting documents confirming the User's authority to act on behalf of the represented individual entrepreneur, all actions of the User are considered actions of that individual entrepreneur, and the provisions of this User Agreement apply to the relationship between the individual entrepreneur and AETIS, unless it contradicts the current legislation of the Republic of Kazakhstan.

A User can be a representative of a legal entity formed in accordance with the legislation of the Republic of Kazakhstan or the legislation of other countries and possessing legal capacity enabling them to be a rights holder of intellectual property objects, acting on behalf of such legal entity based on a power of attorney or based on the statutory (foundational) documents. When presenting documents confirming the User's authority to act on behalf of the represented legal entity, all actions of the User are considered actions of that legal entity, and the provisions of this User Agreement apply to the relationship between the legal entity and AETIS, unless it contradicts the current legislation of the Republic of Kazakhstan.

A User can also be a representative of a natural person possessing legal capacity enabling them to be a rights holder of intellectual property objects, acting on behalf of such natural person based on a power of attorney or other lawful basis. When presenting documents confirming the User's authority to act on behalf of the natural person, all actions of the User are considered actions of the represented natural person, and the provisions of this User Agreement apply to the relationship between the natural person and AETIS, unless it contradicts the current legislation of the Republic of Kazakhstan.

Regardless of the provision of appropriate documents, legal representatives of individuals who have not reached the age of legal capacity are responsible for the registration of such individuals as Users, as well as for access to the Site through the User's Account.

According to the text of this User Agreement, the term "User" refers to a person who meets the criteria specified in section 1.8 of this User Agreement, and who has:

- Successfully completed the Registration procedure as defined in Section 4 of this User Agreement, and
- Successfully gained access to the Site and its functionalities to the extent provided for registered (and - if the User has undergone the Identification procedure - identified) Users through Authorization.

9. **Website Visitor** - an internet user who accesses the Site for a specific period of time and possesses unique user characteristics, but who has not undergone the Registration and Authorization procedures as stipulated in this User Agreement. They have the ability to use the Site and its functionalities only to the extent provided for unregistered users.

10. **Personal data (User's personal data)** - information related to a specific or identifiable subject of personal data, recorded on an electronic, paper, and/or other physical medium.

11. **Processing of personal data** - actions aimed at the accumulation, storage, modification, supplementation, use, dissemination, anonymization, blocking, and destruction of personal data.
12. **Personal account** - a personalized interface of the Site with a set of user tools that allow the management of the User's Account, including entering, modifying, and deleting data that personalizes the User or relates to them in other ways.
13. **User Account** - a collection of static and dynamic information regarding the User, uniquely identified by a natural number (User ID), including but not limited to: username, password, full name, date of birth, passport details, residential address, phone number, email address, name of legal entity, Business Identification Number (BIN), Individual Identification Number (IIN), registration date (in case of registration of a legal entity or individual entrepreneur), etc., necessary to provide the User with access to the Site's services.
The User is responsible for the accuracy and timeliness of the content of the User Account, as determined by the User themselves, including their Personal Data.
14. **Registration** - a series of actions aimed at gaining access to the Site's services within the scope and conditions determined by AETIS, accompanied by the transfer of specific user information from the User and the creation of the User's Account.
15. **Authorization** - a series of actions by the User aimed at gaining access to the Site within the scope and conditions determined by AETIS, accompanied by the transfer of information from the User that is uniquely linked to the User ID and is part of the User's Account.
16. **Identification** - the procedure for verifying the authenticity of the data provided by the User during Registration, carried out directly by AETIS or a third party acting under contract with AETIS or on another lawful basis.
17. An electronic document transmitted through communication channels is information prepared, sent, received, or stored using electronic, magnetic, optical, or similar means, including information exchange in electronic form and email.
18. The **Site** is an internet resource located on the World Wide Web at aetis.kz, comprising information accessible through traditional and publicly available internet browsers (such as Internet Explorer, Firefox, Safari, Opera, Flock, Maxthon, Google Chrome, and others of various versions) and through other means via a uniform resource locator (URL), consisting of letters, numbers, and other characters, uniquely identifying its location on the internet. The top-level domain (TLD) of the URL is 'kz', and the second-level domain (SLD) is 'aetis'. This includes URL equivalents such as the mobile version of the Site, mobile applications, intranet, ftp server, as well as its subdomains and versions for other hardware platforms.
19. **Parties or Party** - the parties or party to this Agreement: AETIS and the User collectively or respectively individually.
20. **AETIS** - LLP 'IPCA', a legal entity established under the legislation of the Republic of Kazakhstan.

2. LEGAL STATUS OF THE AGREEMENT

1. This User Agreement constitutes a public offer in accordance with Article 395 of the Civil Code of the Republic of Kazakhstan.
2. This User Agreement is a legally binding agreement between the User and AETIS, defining the terms of use and development of the Site, as well as the rights and obligations of Users and AETIS. In addition to this User Agreement, all special documents regulating access to specific functionalities (services) of the Site, placed in respective sections of the Site on the World Wide Web, also form part of the agreement between the User and AETIS.

3. The User is obliged to fully acquaint themselves with this User Agreement before registering on the Site. User registration on the Site signifies the complete and unconditional acceptance of this User Agreement by the User in accordance with Article 395 of the Civil Code of the Republic of Kazakhstan.
4. This User Agreement may be amended and/or supplemented by AETIS unilaterally without any special notification. This User Agreement is an open and publicly accessible document. The current version of the User Agreement is available on the World Wide Web at: https://en.aetis.kz/documents/kz/terms_of_use_en.pdf. AETIS recommends that Users regularly review the terms of this User Agreement for any changes and/or additions. Continued use of the Site by the User after amendments and/or additions to this User Agreement constitutes acceptance and agreement by the User to such changes and/or additions.

3. SUBJECT OF THE AGREEMENT

1. The subject of this User Agreement is to provide the User with access to use the Site and its functionality in accordance with the terms and conditions set by AETIS. The subject of this User Agreement includes, in particular, access to data contained in the Registry, to the extent and in the manner determined by AETIS, as well as the provision by the User to AETIS of Objects of Intellectual Property and corresponding Metadata for placement of information about them in the Registry, accompanied by AETIS's obligation to store them in the Registry, and also to use them in ways and in the manner provided by this User Agreement and other agreements (contracts) concluded between AETIS and the User.
2. Through the AETIS website, AETIS provides the User with access to the Registry and offers the following Services, which AETIS provides and the User utilizes:
 - Search for registered IPO;
 - Depositing IPO;
 - Personal account (Personal Cabinet);
 - User authorization (User Authentication);
 - User registration (User Registration);
 - Publication (public disclosure) of IPO);
 - Anti-piracy;
 - Art Cloud;
 - Trademark registration;
 - ISNI;
 - SAVECODE.
3. Access to individual AETIS services is provided to the User upon the User's review and acceptance (acceptance) of the relevant documents (provisions) that establish mutual rights and obligations of the parties and regulate the procedure for using individual AETIS services.
4. AETIS has the right to establish, modify, and terminate (wholly or partially) the procedure for User's use of the Site, including the authorization process, the use of services, and the procedure and/or extent of access to the Registry by modifying the software code or by any other means. The User waives any claims that may arise in connection with such changes.
5. AETIS has the right to adopt mandatory regulations, provisions, and rules that establish the procedures for interaction, rights and obligations, as well as other provisions related to specific types of interaction involving AETIS, Users, and/or other individuals.

6. The subject matter of this User Agreement does not include relationships between the User and third parties that are not related to the User's use of the Site and/or relationships where AETIS does not assume any obligations under this User Agreement.
7. AETIS has the right to place advertising materials (such as videos, banners, etc.), announcements, including those of third parties, on the pages of the Site that contain information on Objects of Intellectual Property (IPO) and Metadata.
8. AETIS is not obligated to provide the User with any reports on the use of the Intellectual Property Objects (IPOs) and Metadata uploaded by the User, unless it involves the User's utilization of a special AETIS service that allows granting usage rights of IPOs owned by the User to third parties through the Website's functionality. The procedure for using such a service is governed by a separate agreement, unless otherwise specified in this User Agreement.

4. REGISTRATION, AUTHORIZATION AND USER IDENTIFICATION. ELECTRONIC DOCUMENTS

1. To use the Site and gain access to the Registry and other Site Services as determined by AETIS, the User is required to undergo the Registration procedure.
2. The registration and authorization of the User are carried out by the User directly entering the required information on the Internet at aetis.kz.
3. During the registration process to create a User Account, the User is required to provide AETIS with accurate information as requested by the registration form, including a unique login (email address) and/or access password to the Site. The Site's registration form may also request additional information from the User. The User is responsible for the accuracy, relevance, completeness, and compliance with the legislation of the Republic of Kazakhstan of the information provided during registration, as well as ensuring it is free from claims by third parties. The User undertakes to keep the information provided during registration up to date throughout the entire period of using the Site.
4. After providing the information specified in clause 4.3 of this Agreement, the User must undergo a series of consecutive verification procedures, namely: (a) confirm registration by following a link sent to the email address provided by the User during Registration; (b) confirm registration by entering a code received via SMS to the mobile phone number provided by the User during Registration into the corresponding form on the Site; (c) depending on the User's status, provide relevant information in the registration form and submit scans of supporting documents. Upon successfully completing all registration actions on the Site in the correct sequence, and after a successful User Identification procedure, a User Account is created and access to the Personal Account is granted.
5. AETIS reserves the right to request confirmation of the data provided by the User during the registration procedure and/or provided by the User after registration while using the Site at any time. If the User fails to comply with this requirement, AETIS may suspend the User's access to the Site.
6. The User who has not completed the Identification procedure is entitled to use the Site and its Services only to search for publicly available information included in the Registry. AETIS reserves the right to impose additional restrictions on Users who have not completed the Identification procedure.
7. User identification is carried out at the initiative of the User on a voluntary basis.

8. For the purpose of implementing the User Identification procedure in a convenient format for the User, AETIS has the right to engage specialized organizations, provided that the User's rights to the protection of Personal Data and other rights are respected. AETIS is obligated to provide the User with necessary information about the procedure of information interaction between AETIS and such specialized organization, including the process of Identification.
9. A User who has undergone the Identification procedure is entitled to use the Site and its services to the fullest extent, except for actions that may be classified as performance (conclusion) of a contract (part of a contract), the execution of which according to the legislation of the Republic of Kazakhstan requires compliance with a simple written form, and failure to comply with the form renders such contract invalid.
10. If necessary to perform actions that may be classified as the execution (conclusion) of a contract (part of a contract), the execution of which according to the legislation of the Republic of Kazakhstan requires compliance with a simple written form, and failure to comply with the form renders such contract invalid, the User may voluntarily initiate the conclusion of such a contract with AETIS in a simple written form by preparing a single document signed by the Parties, as well as by exchanging letters, telegrams, telexes, facsimiles, and other documents, including Electronic documents transmitted via communication channels, which allow reliably establishing that the document originates from a party to the contract.
11. To determine the communication channel that allows for reliably establishing that a document originates from the User, the User may send a statement to AETIS, drafted in the form and manner prescribed by AETIS, indicating the official email address of the User. Upon receiving such a statement from the User, any Electronic document received by AETIS via email from the official email address of the User is considered an Electronic document transmitted via communication channels that allow reliably establishing that the document originates from the User.
12. Upon registration, the User agrees to this User Agreement and accepts the rights and responsibilities outlined therein concerning the use and operation of the Site.
13. After successful registration on the AETIS website, AETIS assumes rights and responsibilities towards the User as outlined in this User Agreement.
14. The processing of User's personal data is conducted in accordance with the legislation of the Republic of Kazakhstan and the Privacy Policy of AETIS, which is available in a special section of the website at the following link: [Privacy Policy](https://en.aetis.kz/documents/kz/privacy_policy_en.pdf).
15. The username and password chosen by the User are the necessary and sufficient information for access to the Site after a successful Registration procedure. The User is not permitted to disclose their username and password to third parties and bears full responsibility for their security, independently choosing how to store them. The User may enable the storage of their username and password (using Cookies) on their hardware or software for automatic authorization on the Site.
16. If the User fails to prove otherwise, any actions performed using their username and password are considered to be done by the User themselves. In the event of unauthorized access to the username and password and/or the User's personal account, or if the username and password are disseminated, the User is obligated to immediately inform AETIS according to the established procedure.

5. TERMS OF USE OF THE SITE

1. The use of the Site by the User is voluntary, in full accordance with this User Agreement and other rules (regulations), in line with the purposes for which the Site was created.
2. When using the Site, the User is obliged to:
 - Comply with the provisions of the current legislation of the Republic of Kazakhstan, this User Agreement, and other special documents of AETIS;
 - Provide accurate, complete, and up-to-date data during Registration and ensure their updates;
 - Inform AETIS of unauthorized access to the Personal Account and/or unauthorized access to and/or use of the User's password and login;
 - Not provide other Users with access to the Personal Account or to any specific information contained therein if this may lead to a violation of the legislation of the Republic of Kazakhstan and/or this User Agreement, special documents of AETIS;
 - Evaluate the legality of their placement before placing OIS and information regarding OIS in the Registry.
3. When the User uploads Reference copies through the Site, including for the purposes of searching and comparing with the OIS available in the Registry, the recording of the Reference copy is temporary and constitutes an integral and essential part of the technological process, the sole purpose of which is the lawful use of the OIS or the transmission of OIS by an information intermediary between third parties in the information and telecommunications network, and such recording has no independent economic significance.
4. When the User confirms their rights to the OIS uploaded to the Registry or contained in the Registry, the User has the right to provide copies of documents confirming such rights. AETIS has the right to store such copies without limitation on the storage period.
5. Inquiries, suggestions, and claims of individuals and legal entities to AETIS in connection with this User Agreement and all issues related to the operation of the Site, violations of the rights and interests of third parties when using it, as well as requests from persons authorized by the legislation of the Republic of Kazakhstan, can be sent to the Hot Line email address: support@aetis.kz
6. The User has the right to demand the termination of the relationship with AETIS and the deletion of the User's Account at any time. AETIS deletes the User's Account within three (3) business days from the receipt of the corresponding request.
7. Reprinting, copying, and other use of the Site materials, including copyrighted texts and images, as well as the logo, design elements, appearance, and structure of the Site, can only be done with the written permission of AETIS.
8. The logo, name, design elements, layout, and overall appearance are the intellectual property of AETIS or are used by AETIS on legal grounds, and their use without the consent of AETIS is prohibited.
9. When using the Site, regarding software that is part of the Site, the User has the rights of a person lawfully possessing a copy of the software (Article 972 of the Civil Code of the Republic of Kazakhstan).
10. The User uses the Site entirely at their own risk. The Site is provided "as is" and "as available." AETIS specifically emphasizes the absence of any warranties, whether expressed or implied, including, but not limited to, warranties of quality, fitness for a particular purpose, and non-infringement.

11. Any person who believes that their copyright and/or related, and/or other rights, as well as legal interests, have been violated due to the actions of AETIS, Users, or third parties in connection with the placement of any materials on the Site, has the right to notify AETIS about this.
12. AETIS is not responsible for the information contained in the Registry if such information was entered at the initiative of third parties, including users, and was not subjected to a special check by AETIS.
13. The AETIS Site uses cookies, which make the AETIS service more efficient, secure, and convenient for the User. Detailed information about AETIS's use of cookies is provided in the Privacy Policy.

6. PROHIBITED ACTIONS

1. The User agrees not to perform the following actions:

1.1. Post and/or transmit through the Site information in the form of text, images, hyperlinks, sound, or software code that may be illegal, threatening, abusive, defamatory, knowingly false, crude, obscene, harmful to other Site users, or that violates their rights and legal interests. This includes uploading, storing, publishing, distributing, and providing access to or otherwise using any information and materials that:

- (a) contain threats, defame, insult, tarnish the honor and dignity or business reputation, or violate the privacy of other Users or third parties;
- (b) infringe on the rights of minors;
- (c) are vulgar or obscene, contain pornographic images and texts, or scenes of a sexual nature involving minors;
- (d) depict scenes of inhumane treatment of animals;
- (e) describe means and methods of suicide, any incitement to commit it;
- (f) promote and/or incite racial, religious, ethnic hatred or enmity, propagate fascism or the ideology of racial superiority;
- (g) contain extremist materials;
- (h) promote criminal activity or contain advice, instructions, or guidance on the commission of criminal acts;
- (i) contain restricted access information, including but not limited to state and commercial secrets, information about the private lives of third parties;
- (j) contain advertisements or describe the attractiveness of drug use, including "digital drugs" (sound files affecting the human brain through binaural rhythms), information on drug distribution, recipes for their production, and tips on usage;
- (k) potentially lead to illegal actions by misleading Users or abusing their trust;
- (l) otherwise violate the rights and interests of citizens and legal entities or the requirements of the legislation of the Republic of Kazakhstan.

In case the User's actions violate the current legislation, AETIS, at the request of competent authorities, takes necessary measures to identify the violator and is entitled to provide the competent authorities with necessary identification information (IP address, etc.).

1.2. Embed executable code on the client-side (client scripts such as JavaScript, Visual Basic Script, etc.), any embedded objects (Java applets, Flash, etc.), use frames and iframes, cascading style sheets overriding those used on the Site, as well as HTML code that disrupts the original design of the page.

1.3. Perform the Authorization procedure on the Site using another user's User ID, as well as mislead users and AETIS regarding their identity in any other way.

1.4. Create a duplicate User Account using the procedure established by AETIS, as well as use a duplicate User Account created by other persons. This prohibition also remains in case of the termination of the original User Account (at the initiative of AETIS and/or at the initiative of the User), as well as in case the User loses the necessary data for Authorization (login and/or password).

1.5. To post and/or upload materials if the User does not have the appropriate rights to do so. This prohibition applies to materials protected by copyrights and related rights, trademarks, patents, as well as non-disclosure agreements, confidentiality agreements, and similar legal restrictions.

1.6. Reproduce, copy or duplicate, sell, resell the software code that ensures the functioning of the Site, and/or any part of it.

2. The User bears personal responsibility for any information and materials they post on the Site, communicate to other Users, as well as for any interactions with other Users, which are conducted at their own risk.

3. In the event of the User's disagreement with this User Agreement or its updates/amendments, the User must discontinue using the Site and inform AETIS in the prescribed manner.

7. INFORMATION SECURITY

1. By using the Site, the User agrees not to violate or attempt to violate the information security of the Site, including but not limited to the following actions:

1.1. Accessing or attempting to access data not intended for the User, or undergoing the Registration procedure using personal data not belonging to the User;

1.2. Attempting to probe the security system of the Site, disrupting Registration and Authorization procedures without AETIS's permission;

1.3. Creating interference with the use of the Site by other users, which includes spreading computer viruses, damaging data, repeatedly sending the same information, sending a large number of requests to the Site simultaneously with the intention of deliberately disrupting the server on which the Site is located, or terminating its stable operation, and similar actions that go beyond the normal intended use of the Site and may intentionally or negligently cause disruptions in its operation;

1.4. Sending materials to Site users to which they have not consented, spam, any letters, and advertisements without AETIS's permission.

2. During the Registration process, the User independently chooses a login (a valid email address) and a password for access to the Site. AETIS reserves the right to prohibit the use of certain logins, as well as to set requirements for the login and password (length, permissible characters, etc.).

3. The User is solely responsible for the security (resistance to guessing) of the access means they have chosen for the Site, as well as for maintaining their confidentiality. The User is solely responsible for all actions (and their consequences) performed within or using the Site under the User's Account, including cases where the User has voluntarily transferred access data for the User's Personal Account to third parties on any terms (including under contracts

or agreements). All actions performed using the Site under the User's Account are considered to be performed by the User, except in cases where the User, in accordance with clause 7.4 of this User Agreement, has notified AETIS of unauthorized access to the Site using the User's Account and/or any breach (or suspicion of breach) of the confidentiality of their access means to the User's Personal Account.

4. The User must immediately notify AETIS by any means, including by contacting the AETIS Hotline at support@aetis.kz, of any case of unauthorized (not authorized by the User) access to the Site using the User's Account and/or any breach (or suspicion of breach) of the confidentiality of their access means to the User's Personal Account.
5. To avoid unauthorized access to the Personal Account, the User must independently ensure secure log-off from their Account at the end of each session on the Site. AETIS is not responsible for any potential loss or corruption of data or other consequences of any nature that may occur due to the User's violation of the provisions of this User Agreement.
6. When organizing full or partial access to the Site, AETIS, in addition to regular Authorization, has the right to apply enhanced security measures (encryption key; encrypted data transmission channel; a fixed list of IP addresses for which the Authorization procedure is allowed, etc.).
7. By agreeing to the terms of this User Agreement, the User consents to AETIS sending information, including advertising (Article 10 of the Law of the Republic of Kazakhstan dated December 19, 2003, "On Advertising"), using the contact details provided by the User in their User Account.
8. AETIS reserves the right to unilaterally terminate the User Agreement upon discovering facts of information security violations.
9. AETIS takes appropriate organizational and technical measures to protect Users' Personal Data from unauthorized access, alteration, loss, or destruction.
10. Violation of the security system or computer network entails civil and criminal liability. AETIS will investigate all possible security violations by site users in cooperation with competent authorities to prevent such malicious activities.
11. In the event of non-compliance with this Agreement, AETIS reserves the right to modify and/or delete any information transmitted to the Site by the User without notifying the User. AETIS is not obliged to correspond with violators of this User Agreement.

8. REGISTRY AS A DATABASE

1. The parties agreed to consider the Register as a database within the meaning of Article 972 of the Civil Code of the Republic of Kazakhstan, and AETIS as the producer of such a database.
2. In the event that, under this Agreement, the User transfers to AETIS the OIS and/or Metadata, the entirety of which may be qualified as a database, the User is considered to have granted AETIS the right to use such a database to the extent necessary to implement this Agreement under a simple (non-exclusive) license.
3. If the database mentioned in clause 8.2 of this Agreement has been registered by the User in accordance with the procedure established by Article 9-1 of the Law "On Copyright and Related Rights" of the Republic of Kazakhstan, the User agrees to provide AETIS with copies of the relevant documents (certificate of registration, etc.). If the current legislation requires the registration of the transfer of rights to the database as specified in clause 8.2 of this Agreement, the User shall take the necessary actions to register such a transfer.

4. AETIS is entitled to update the Metadata provided by the User, i.e., to refresh the information constituting the Metadata and add any missing information. AETIS will use sources of information whose reliability is determined independently by AETIS. If the User finds any inaccuracies in the Metadata contained in the Register, they have the right to notify AETIS.
5. The User consents to AETIS granting third parties rights to use the Register (sublicensing) to the extent determined by AETIS, both on a paid and unpaid basis.

9. OTHER CONDITIONS

1. This Agreement, as well as any amendments and additions to it, shall come into effect from the moment the User accepts it (agrees to its terms). The User's acceptance without any modification or withdrawal of the terms of the Agreement, amendments, and additions thereto is expressed by marking the "I accept the terms of the User Agreement" field located in the interface of the Site. Nothing in the Agreement shall be construed as establishing an agency relationship, partnership, joint venture, employment, service provision, or any other relationship between the User and AETIS, unless explicitly provided for in the Agreement.
2. The Agreement is a legally binding contract between the User and AETIS and governs the terms of use of the Site, including the provision of OIS (Object Information Systems) and information about them for placement on the Site and their further use.
3. The User agrees that AETIS has the right to send them notifications, including notifications of changes to the Agreement, via email.
4. The applicable law for this Agreement is the law of the Republic of Kazakhstan. All disputes regarding the Agreement shall be resolved in accordance with the current legislation of the Republic of Kazakhstan at the location of AETIS.
5. In the event that regulatory legal acts are adopted by the authorities of the Republic of Kazakhstan that affect the operation of the Site in whole or in part, AETIS reserves the right to make any changes to the operation of the Site aimed at bringing it into compliance with the new regulations.

10. LIMITATION OF LIABILITY AND GUARANTEES

AETIS does not guarantee that (1) the Site will meet the user's requirements, (2) the Site will operate uninterrupted, continuously, without errors, and securely, (3) the information obtained as a result of using the Site will be accurate or reliable, (4) any errors in the software will be corrected.

The User fully understands and acknowledges that AETIS is not responsible for any direct or indirect losses, including, but not limited to, lost profits, damage from use, loss of data, or any other intangible losses, moral or reputational harm (even if AETIS was notified of the possibility of such damage), arising from: (1) the use or inability to use the Site; (2) changes to the terms of the Agreement, obtaining data in place of those acquired through or via the Site or as a result of concluded transactions, messages, and information received from or via the Site; (3) unauthorized access to the User's data or alteration of the data transmitted by them or stored on the Site's server; (4) statements or behavior of any person on the Site; (5) any other instance related to the Site.

AETIS

LLP "IPCA"

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