

User Agreement on the general terms of use of the "Need Help" mobile application

This User Agreement on the general terms of use of the mobile payment application "Need Help" (hereinafter referred to as the Agreement) establishes the terms of use of the mobile payment application for Devices and is subject to conclusion between the Copyright Holder and the User.

1. TERMS AND DEFINITIONS

- 1.1. **The Copyright Holder** is the Limited Liability Partnership "Need Help Law Company", (BIN: 220940031304 legal address: Almaty, Medeu district, 139 Luganskogo str., 5th floor.)
- 1.2. **User** – an individual who installed the Application on the device.
- 1.3. **Application** – The Need Help Mobile application, the exclusive right to which belongs to the Copyright Holder by virtue of the fact of creation.
- 1.4. **License** – a simple (non-exclusive) revocable non-transferable royalty-free license to use the Application.
- 1.5. **Device** – a mobile technical device that has access to the Internet, on which the Application is installed.
- 1.6. **Official website** – the website of the Copyright Holder on the Internet: www.needhelp.kz .
- 1.7. **Push notification** is a short pop-up message that is sent to the User on a Mobile Application and may contain information about App updates, news, advertisements and promotions.

2. SUBJECT OF THE AGREEMENT

- 2.1. This Agreement defines the general procedure and relations between the Copyright Holder, who is the owner of the exclusive right to the Need Help Mobile Application, and the User using the Application. This Agreement is a public offer in accordance with Articles 395, 396 of the Civil Code of the Republic of Kazakhstan, addressed to individuals, on the terms of this Agreement.
- 2.2. By agreeing to the terms of this Agreement, the User confirms his right and legal capacity, confirms the accuracy of his personal data and assumes full responsibility for their accuracy, completeness and reliability. Based on the law of 21.05.2013 No. 94-V "On personal data and their protection", the Copyright Holder processes the personal data of registered Users in compliance with the principles and rules of processing and protection of personal data during registration.
- 2.3. The Copyright Holder assumes the improvement and modification of the Application, the introduction, removal of certain functions and features, in connection with which this Agreement may be amended and/or supplemented by the Copyright Holder unilaterally. Continued use of the Application after making changes and/or additions to this Agreement confirms the User's consent to such changes and/or additions. If the User does not agree with any of the provisions of these documents, the User is restricted in full access to the Application.
- 2.4. By accepting the terms of this Agreement, the User confirms his consent to receive information about the functioning of the Application and its Services, including receiving advertising, informational and other messages via push notifications, including to the email address (if any), as well as to receive relevant information in the Application itself.

3. GENERAL PROVISIONS

- 3.1. Upon confirmation of this Agreement, the User gives his consent to all the conditions prescribed in the Agreement.
Activation of the Application in accordance with this Agreement (hereinafter referred to as Registration) and its further use is a confirmation of agreement with all the terms of this

Agreement. The authorized User data (access code) is created by the User independently. The access code can be changed by the User at any time and an unlimited number of times. Changing the code is allowed only if the valid User code is entered correctly. Any person who has registered in the Application and uses the Application for its intended purpose is recognized as a User by the Copyright Holder.

3.2. The application allows Users using a mobile phone to receive professional and prompt legal advice within 30 to 60 minutes. The specified time interval assumes an answer to one User's question.

3.3. To start using the Application, the User activates it by registering, namely: indicates in the Application his phone number, full name, email address (if any) and area of residence.

3.4. The Copyright Holder provides paid legal services to the User. The Copyright Holder informs the User about the conditions for providing paid legal services by posting relevant information about the service in the Application or on the website (name of the service, its cost, form and payment procedure).

3.5. To receive legal advice (answer to the User's question), the User pays for the service specified in the Application menu (payment for services) using the appropriate payment functions (cashless payment in second-tier bank branches). From the moment the payment is received, the User asks a question and receives qualified legal advice (a legal answer to the question asked by the User) in the Application.

3.6. The user must correctly and clearly formulate the question with a detailed indication of the circumstances, date and other facts in order to receive a full and correct answer.

3.7. After paying for the service, the User can ask only one question. If there is more than one question in the request, the User will receive an answer only to the first question in order.

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

3.9. The User is granted the right to use the Application solely for personal, non-commercial use. At the same time, the User can use the Application exclusively in accordance with the terms of this Agreement.

3.10. The User undertakes not to use the Application in violation of the rights and legitimate interests of the Copyright Holder, other copyright holders, third parties, this Agreement and the legislation of the Republic of Kazakhstan.

3.11. The User undertakes to take appropriate measures to ensure the safety of his mobile device and is personally responsible in case of access to his mobile device by third parties. In case of loss of the Device, the User is solely responsible for the safety of his personal data. The User undertakes to carefully safekeep the data used for identification in the Application; if such data becomes known to third parties, the User undertakes to immediately change the access codes.

3.12. The User is prohibited to decompile, modify, decode, disassemble, emulate the Application, including its services, independently or with the involvement of third parties, as well as distribute, make public and provide other access to the Application and services, reverse engineer the Application or its individual services.

3.13. The User does not have the right to perform any unauthorized actions with the Application, to hack the functionality of the Application, to use parts of the Application or services in other mobile applications.

3.14. Any payments for communication services, including those provided by mobile operators or Internet service providers, are made by the User independently.

3.15. The Copyright Holder has the right to transfer the rights and obligations under this Agreement to third parties for the purpose of executing this Agreement without the additional consent of the User.

3.16. The Copyright Holder has the right to send the User information about the functioning of the Application in any way, including sending advertising, informational and other messages to the email address or phone number specified by the User, or to post relevant information in the Application itself.

3.17. The Copyright Holder has the right to block the User's access to the Application in case of violations by the User of the obligations specified in this Agreement.

3.18. The Copyright Holder reserves the right to terminate this Agreement with the User unilaterally at any time by blocking the Application, resulting in the impossibility of its further use.

4. LICENSE

4.1. The Copyright Holder grants the User, under the terms of the License, the right to use his software as part of working with the Application, in full compliance with this Agreement.

4.2. The License grants the following rights to use the Application – copying and pasting in the Device's memory, reproduction on the Device, use of the Application for its intended functional purpose for the purposes defined by this Agreement.

4.3. The License validity period is from the date the User starts using the Application and accepts the License terms until it is removed from the Device or the User's access is blocked.

4.4. This License applies to all subsequent updates/new versions of the Application. By agreeing to the installation of an update / new version of the Application, the User accepts the terms of this License for the corresponding updates / new versions of the Application, unless the update / installation of a new version of the Application is accompanied by another license agreement.

4.5. This License and all relations related to the use of the Application are valid on the territory of the Republic of Kazakhstan and are regulated by the legislation of the Republic of Kazakhstan.

4.6. By using the Program, you agree that the following documents are integral parts of this License:

"The User Agreement of the "Need Help" service, posted at: _____

The specified documents (including any of their parts) may be changed without notifying the User, the new version of the documents comes into force from the moment of their publication, unless otherwise provided by the version itself.

5. ADDITIONAL CONDITIONS

5.1. In order to improve and upgrade the quality and stability of the Application, the Copyright Holder has the right to collect, store and process statistical information about the User's use of the Application, record User actions in the Application, process the data obtained independently or with the involvement of third parties.

5.2. The terms of the Agreement apply to any updates/ new versions, additions to the mobile Application, except in cases when a separate license agreement is attached to such an update.

5.3. The application is provided on an "as is" basis. The Copyright Holder does not provide any guarantees regarding the error-free and uninterrupted operation of the Application or its individual components and/or functions, the Application's compliance with specific User goals, does not guarantee the reliability, accuracy, completeness and timeliness of data, and also does not provide any other guarantees not expressly specified in this Agreement.

5.4. The Copyright Holder is not responsible for any direct or indirect consequences of any use or inability to use the Application (including data) and/or damages caused to the User and/or third parties as a result of any use, non-use or inability to use the Application (including data) or its individual components and/or functions, including due to possible errors or failures in their operation, except in cases expressly provided for by law.

5.5. All questions and claims related to the use/inability to use the Application or Data, as well as possible violation of the law and/or the rights of third parties by the Application or Data, should be sent via the feedback form by e-mail to the email address: nh@keruen.com .

5.6. In case of technical problems with the Application, the User has the right to contact technical support or using the functionality of the Application, provide their contact details, according to which the technical support service will independently contact the User and provide him with information about the services offered.

6. RESPONSIBILITY OF THE PARTIES

6.1. The User is solely responsible to third parties for his actions related to the use of the Application, including if such actions lead to a violation of the rights and legitimate interests of third parties, as well as for compliance with the law when using the Application.

6.2. The copyright holder is not liable for lost profits, lost income, loss of data, financial and (or) other losses, as well as for indirect and (or) unforeseen damage, unless otherwise provided by law.

6.3. The User guarantees that he will not take any actions aimed solely at causing damage to the Copyright Holder.

6.4. The Copyright holder is not responsible for the quality of the User's Internet connection, as well as for the technical malfunction of the mobile device and other factors that caused data loss.

6.5. In case of violation of the rules for using the Application, the User's obligations and prohibitions specified in this Agreement, as well as in case of violation of clause 3.12. of this Agreement, the User undertakes to compensate the Copyright holder for the losses caused by such actions in full in accordance with the current legislation of the Republic of Kazakhstan.

6.6. The App should be used (including distribution) under the name "Need Help". The User does not have the right to change and/or delete the name of the App, the copyright notice or other indications of the Copyright Holder.

6.7. The exclusive right to the Application belongs to the Copyright Holder.

7. DISPUTE RESOLUTION

7.1. In case of any disputes or disagreements related to the execution of this Agreement, the User and the Copyright Holder will make every effort to resolve them through negotiations between them.

7.2. If disputes are not resolved through negotiations, disputes are subject to resolution in the appropriate competent court at the location of the Copyright Holder in accordance with the procedure established by the current legislation of the Republic of Kazakhstan, the language of legal proceedings is Kazakh, Russian.

8. FORCE MAJEURE CIRCUMSTANCES

8.1. The Parties are released from liability for non-fulfillment of obligations under this Agreement if this non-fulfillment was the result of circumstances of force majeure, namely: fire, flood, earthquake, hostilities, etc., provided that these circumstances directly affected the fulfillment of the terms of this Agreement. In this case, the term of fulfillment of obligations under this Agreement will be extended for the duration of the specified circumstances.

8.2. A Party that is unable to fulfill its obligations under this Agreement shall immediately inform the other Party of the beginning of the specified circumstances, but in any case no later than 5 (five) days after their beginning.

8.3. If these circumstances continue for more than 14 (fourteen) days, each Party may propose to terminate this Agreement. In the event of termination of this Agreement on the grounds provided for in this Article, neither Party has the right to demand compensation for its losses from the other Party. At the same time, the Parties will make the necessary mutual settlements, which involve the payment of the fulfilled obligations under this Agreement and the return of the funds transferred earlier for the obligations not fulfilled due to the occurrence of force majeure.

9. FINAL PROVISIONS

9.1. This Agreement comes into force for the User from the moment of installation and acceptance of the terms of the user agreement in the Application and is valid indefinitely.

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

9.3. The current version of this Agreement is posted on the Copyright Holder's Website and is available on the Internet at: www.needhelp.kz .

9.4. All questions, appeals and claims related to the use / inability to use the Service, as well as possible violations of the law and/or the rights of third parties, should be sent via the feedback form to: nh@keruen.com .

9.5. Third parties may be involved in the execution of this Agreement. The User confirms that these third parties are granted the same rights as the owner of the rights to the Application, including with respect to the User's personal data.

9.6. Unless the User proves otherwise, any actions performed using his mobile device are considered to have been committed by the corresponding User. In case of unauthorized access to his mobile device, the User is obliged to immediately inform the Copyright Holder about this in accordance with the established procedure.

9.7. The Copyright Holder does not guarantee that the Application and its individual Services will function in accordance with the User's expectations. Also, the Copyright Holder is not responsible for providing information in the Application in the event of the presence of malicious programs (malicious codes, viruses) on the User's Device, which may serve as a factor for modifying, changing the information provided through the Application.