

**USER AGREEMENT ON THE USE OF  
ALIBRA SKY MOBILE APPLICATION**

**(Revision of November 05, 2024)**

Alibra School Limited Liability Partnership, BIN/IIN 220440054977, registered at the address: Z05X0B8, KAZAKHSTAN, ESIL, NUR-SULTAN, NUR-SULTAN city, PROSPECT TYRAN str, 55 (hereinafter - the **Company**), represented by Director Svetlana Vladimirovna Kholodilova acting on the basis of the Charter, offers any capable law natural person who meets certain requirements and intends to use the Mobile application 'ALIBRA SKY' (hereinafter - the '**User**'), to conclude this agreement on the use of the Mobile application 'ALIBRA SKY' (hereinafter - the '**Agreement**') through the User's acceptance of this public offer (Art. 396 of the Civil Code of the Republic of Kazakhstan).

The Agreement on the use of the ALIBRA SKY Mobile Application is concluded between the Company and the User from the moment the User pays for the ALIBRA SKY Mobile Application, installs it on his/her Device and performs Registration in the ALIBRA SKY Mobile Application in accordance with the procedure defined in this Agreement

Before using the ALIBRA SKY Mobile Application, the User must carefully read this Agreement and unconditionally accept all its terms and conditions.

Any use of the ALIBRA SKY Mobile Application by the User means full and unconditional acceptance of the terms and conditions of this Agreement.

If the User does not accept the terms of the Agreement in full, the User is not authorised to use the ALIBRA SKY Mobile Application for any purpose.

By agreeing to the terms of this Agreement, the User confirms their legal capacity, confirms the reliability of their data and assumes all responsibility for their accuracy, completeness and validity.

The Company has the right to unilaterally change the terms of service provision and the terms of the Agreement at any time without prior agreement with the User, ensuring that the changed terms are published in the Appendix at least one day before they come into effect.

## 1. TERMS AND DEFINITIONS.

The following terms are used in this Agreement and have the meaning defined below. In the event that terms and concepts not defined in this Section are used in this Agreement, they shall have the meanings commonly given to them in the relevant field.

**Mobile application 'ALIBRA SKY'** is software for mobile electronic devices, the current version of which is placed by the right holder in the AppStore and Google Play Internet service available in the public information and telecommunications network "Internet" at the following network addresses: itunes.apple.com and play.google.com respectively. The Mobile Application, among other things, is an information system operated by the **Company**. The exclusive right to the Mobile Application belongs to the **Company** by virtue of the fact of its creation. System requirements for installing the Mobile Application: Android 6+ and above, iOS 13.4+ and above.

**User** - a law natural person who meets the requirements of this Agreement passed the Registration/Authorisation procedures and unconditionally accepted the terms and conditions of this Agreement in accordance with its requirements.

**Authorisation of the User** - performance of a set of actions in the Mobile application defined by this Agreement for the purpose of identification of the registered User for further use of the Mobile application functionality.

**Confirmation Code** - a unique sequence of symbols automatically generated by the Company and sent to the User by SMS to the mobile phone number specified during Registration to access the Mobile Application from the User's Device.

**User's Personal Account** - the User's personal page in the Mobile Application, accessible to the User by means of his/her Account, which contains the User's personal data, as well as other information necessary for using the functionality of the Mobile Application.

**Login** - a subscriber number identifying the User's Device in the mobile communication network (mobile phone number) specified by the User during Registration in the Mobile application.

## **2. THE SUBJECT MATTER OF THE AGREEMENT AND GENERAL PROVISIONS.**

2.1 The Company grants the User the right to use the Company's Mobile Application within the limits and in the ways defined by this Agreement. The term of validity of the right to use - from the date of commencement of use of the Mobile Application by the User until the moment of account removal in the mobile application 'ALIBRA SKY'.

2.2 The use of the Mobile application is allowed on the territory of all countries of the world.

2.3 The Company grants the User the right to use the Mobile application for its direct functional purpose: to help in learning foreign languages.

2.4 Other ways of using the Mobile application, except as expressly provided for in this Agreement, are prohibited.

In particular, the User may not:

2.4.1. sell, assign, give for use and lease, distribute, transfer or otherwise provide the right to use the Mobile Application to third parties;

2.4.2. change (modify), decompile, disassemble, decrypt (decode), translate into other languages, break the integrity, restore the source code of the Mobile Application or any parts thereof, as well as perform other actions with the object code and source code of the Mobile Application, in particular, for the purposes of obtaining information on the implementation of algorithms used in the Mobile Application;

2.4.3. to create derivative works using the Mobile Application, as well as to make (allow to make) other use of the Mobile Application, any of its components, map materials, other images and other data stored by the Mobile Application on the User's Device;

2.4.4. to carry out large-scale distribution of information or Content using the Mobile application, as well as to post Content in the Mobile application, which the User does not have the right to post and/or which is: illegal; compromising (discrediting, defaming the honour and dignity or business reputation of third parties); offensive; violating the privacy of third parties; promoting national, racial or religious hatred or hostility or discrimination on any grounds, or promoting these phenomena; demonstrating or promoting violence, cruelty to animals; vulgar or obscene; containing extremist materials; containing restricted information; knowingly false and/or misleading; promoting criminal activity; state, commercial, banking, tax secrets and any other information protected by the legislation of the Republic of

Kazakhstan; prohibited for distribution in accordance with the legislation of the Republic of Kazakhstan;

2.4.5. reproduce and distribute the Mobile application for commercial purposes (including for a fee), including as part of commercial products;

2.4.6. use the Mobile application to violate the rights of third parties, as well as for purposes contrary to the current legislation.

2.5 The use of the Mobile Application is permitted in the following ways:

2.5.1 The User has the right to copy and install the Mobile Application into the memory of an unlimited number of their Devices;

2.5.2. the User has the right to play the Mobile application on their Devices;

2.5.3 The User is entitled to use the Mobile application for its direct functional purpose for the purposes defined in clause 2.3. of the Agreement. All activities related to the use of the Mobile application shall be performed by the User personally. Transfer of the right to use the Mobile application to third parties is not allowed.

2.6 The use of the Mobile application is possible only on condition of the User's Registration and Authorisation in the Mobile application in accordance with the sequence of actions set out in this Agreement. Before using the Mobile Application, the User undertakes to familiarise himself/herself with the text of this Agreement. If the User does not agree with any separate provision or with the Agreement as a whole, he/she is obliged to stop any use of the Mobile Application. By agreeing to the terms and conditions of this Agreement and in conjunction with the fact of continued use of the Mobile Application, the User unconditionally and fully agrees to all the terms and conditions of this Agreement.

2.8 The use of some functions of the Mobile application is possible only if the User's Device has access to the Internet. The User shall independently obtain and pay for such access on the terms and at the rates of its telecom operator or Internet access provider.

2.9 The Company provides the User with the Mobile Application and any information contained in the Mobile Application on an 'as is' basis without any guarantees of any kind. The Company does not provide any guarantees regarding error-free and uninterrupted operation of the Mobile Application or its individual components and/or functions, compliance of the Mobile Application with the User's specific goals and expectations, as well as does not provide any other guarantees not expressly stated in this Agreement.

### **3. USER REGISTRATION AND AUTHORISATION.**

3.1. For Registration, the User shall independently install the Mobile Application on their Device using AppStore or Google Play Internet services available in the public information and telecommunications network 'Internet' at the network address: itunes.apple.com and play.google.com respectively.

3.2 After launching the Mobile Application on their Device for Registration, the User enters their mobile phone number (Login) and email address in the Mobile Application.

3.3 In the Mobile Application, the User is provided with the following to familiarise themselves with (by displaying in the Mobile Application on the screen of the Device):

- this Agreement;
- User's Consent to the processing of their personal data;
- Privacy Policy/

The User may not start Registration without agreeing to the terms and conditions of these documents. The User who fails to familiarise himself/herself with the terms and conditions of the specified documents in due time assumes all risks associated with unfavourable consequences for the User. By pressing the active key 'Next' in the Mobile application, the User expresses their unconditional consent to this Agreement and also gives their consent to the processing of the User's personal data on the terms of the Privacy Policy with the use of automation tools and/or without the use of such tools by the Company, as well as by third parties specified in the text of the Consent.

3.4 After the User presses the active key 'Next' in the Mobile application, the Company's system automatically generates (creates) and sends by SMS a one-time Confirmation Code (password) to the mobile phone number specified by the User, after entering it in the Mobile application, the User is given the opportunity to perform further actions on Registration.

Subsequently, when authorising in the Mobile Application, the Login for access to the User's Personal Account is the mobile phone number specified by the User during Registration. The confirmation code (one-time password) for logging in to the Personal Account is automatically generated (created) in the Company's system and sent to the User by SMS each time it is necessary to log in to the Personal Account.

#### **4. USE OF THE MOBILE APPLICATION.**

4.1 After completing the procedures of Registration and Authorisation of the User, the User will be able to select the language and course to be studied in the Mobile Application.

4.2 Having selected the language and course/level of difficulty, the User has access to the category selection. Studying the first category of the selected course is free of charge for the User to familiarise himself/herself with the functionality of the Application.

4.3 To study the remaining course categories, the User must pay for the selected categories. The cost of each course category/difficulty is set in 'coins'. When the User goes to the 'Wallet' section of the Application, they see the cost of 'coins' in the corresponding currency. Payment is made by topping up the wallet.

4.4 The User, both before registration and after registration/authorisation, can use the Company's technical support service by using the corresponding section of the Application.

4.5 Please note to Users: the course/difficulty category is purchased for the selected language pair (language to be learnt/language to be taught). Changing any of these parameters implies the purchase of a separate course for each new language pair.

#### **5. THE USER'S DUTIES AND RESPONSIBILITIES.**

5.1 The User undertakes to comply with the provisions of this Agreement and the current legislation of the Republic of Kazakhstan, as well as the legal requirements of the Company.

5.2 For non-fulfilment or improper fulfilment of its obligations under this Agreement the User shall be liable in accordance with this Agreement and the legislation of the Republic of Kazakhstan.

5.3 The User is responsible for all actions performed by them in the Mobile application.

5.4 The User undertakes to independently monitor updates of the Mobile Application and timely install a new version of the Mobile Application on their Device.

5.5 The User shall not allow any third party to use the Login and Confirmation Code. The Company is not responsible for any possible damage, loss or corruption of data that may occur due to the User's breach of this provision. The User undertakes to take appropriate measures to keep the data used for Authorisation in the Mobile Application confidential and immediately notify the Company of the fact of use of

such data by third parties. The User bears all risks of unfavourable consequences associated with the absence of such communication.

5.6 The User is obliged to inform the Company in case of change of mobile phone number and other data specified during Registration. The User bears all risks of unfavourable consequences associated with the absence of such a message.

5.7. The User undertakes not to use any technologies and not to take any actions that may harm the Mobile Application, interests and property of the Company.

5.8 The User is obliged to inform the Company's Support Service about any errors or malfunctions arising in the process of using the Mobile Application.

5.9 This Agreement does not grant the User any rights to use any intellectual property objects, including trademarks and service marks of the Company or its partners, except for the rights expressly granted by this Agreement.

## **6. COMPANY GUARANTEES AND LIABILITY.**

6.1 For non-fulfilment or improper fulfilment of its obligations under this Agreement the Company shall be liable in accordance with this Agreement in force and the laws of the Republic of Kazakhstan.

6.2 The Company shall be liable only for direct actual damage caused as a result of culpable failure to fulfil the Company's obligations within the amount of all payments paid by the User to the Company for the Mobile application for the entire period preceding the User's claim, but not more than 12 (twelve) months.

6.3 The Company shall not be liable for temporary inoperability of payment systems providing acceptance and transfer of payments of Users, caused by reasons beyond the control of the Company, as well as force majeure circumstances.

6.4 The Company is not responsible for the use of the Mobile Application from the User's Device by third parties, therefore all actions performed from the User's Device are considered to be the User's actions. In case any person gains access to the Mobile application under the User's Account and the possibility to use it on behalf of the User, the User shall immediately notify the Company in writing (by e-mail) or by contacting the Support service. Otherwise, all actions performed on behalf of the User using the Mobile Application will be regarded as actions performed directly by the User.

6.5 Actions of any third parties, as well as actions of payment systems, telecom operators are not actions of the Company, and the Company is not responsible for them.

6.6 The Company shall not be liable for breach of the terms of this Agreement if such breach is caused by force majeure, including but not limited to: actions and decisions of governmental and/or local authorities, fire, flood, earthquake, other acts of God, power outages and/or computer network failures, strikes, civil unrest, riots, any other circumstances that may affect the Company's compliance with the terms of this Agreement.

6.7 The Company shall not be liable for failure to fulfil or improper fulfilment of its obligations if it is caused by the User's actions/inactions beyond the Company's control, including as a result of the User's erroneous actions/inactions.

6.8 The Company does not control the contents of the Content posted, transmitted, used in the Mobile application by the User. The User bears independent personal responsibility for any Content or other information that they post, transmit and/or use in or through the Mobile Application. In case of claims to the Company about infringement of the rights of third parties, as well as in case of receipt of relevant requests from authorised state bodies about violation of the current legislation in connection with the posting, use, transfer of Content and/or information by the User and/or in case of occurrence of relevant risks, the Company has the right to delete the relevant Content and/or information.

## **7. LICENCE.**

7.1 For the purposes of execution of this Agreement and for the period of its validity, the Company grants on a non-refundable basis to the User a non-exclusive right (non-exclusive licence) to access and use the Application in the following ways, using mobile devices:

- the right to install (write to the memory of the mobile device) the Mobile Application;
- the right to launch the Mobile Application exclusively for its use for the purpose of receiving the Services personally by the User.

7.2. The licence for the Mobile App is indivisible.

7.3 The Licence also covers updates, extensions, additional components that may be provided or access to which may be provided by the Company or its partners or contractors when the User uses the Mobile Application, unless the right to use such updates, extensions, additional components is transferred on the basis of independent agreements.



7.4 This Agreement does not grant the User any rights to:

- elements (parts, components) of the Application, including photographs, drawings, graphics, animation, sounds and other content;
- means of individualisation of persons, goods, works, services, including logos, trademarks, service marks, trade names;
- other software.

## 8. OTHER TERMS AND CONDITIONS.

8.1. In the part not regulated by this Agreement, relations between the Company and the User shall be regulated by the current legislation of the Republic of Kazakhstan regardless of the location of the Company, the User or the User's Device.

8.2. The User who has not accepted the terms and conditions of this Agreement, or who has accepted them by mistake, shall notify the Company and shall not be entitled to use the Mobile application.

## 9. COMPANY DETAILS.

Company	Alibra School Limited Liability Partnership
Address	Z05X0B8, KAZAKHSTAN, ESIL city, NUR-SULTAN city, PROSPECT TYRAN str. 55
BIN/IIN	220440054977
BC	17
Account	KZ079985TB0001490771
Bank	JSC Bank Jusan
BIC	TSESKZKA