

# **TABYS MOBILE APPLICATION TERMS OF SERVICE**

**IMPORTANT** - THE USER SHOULD READ CAREFULLY THESE TERMS AS THEY GOVERN THE USER'S ACCESS TO AND USE OF THE APP. TABYS LTD. IS WILLING TO ALLOW THE USE OF THE APP ONLY ON THE CONDITION THAT THE USER ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THESE TERMS. IF THE USER DOES NOT AGREE WITH THESE TERMS, THE USER IS NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE THE APP AND THE USER MUST IMMEDIATELY UNINSTALL THE APP AND DISCONTINUE ITS USE.

## 1. DEFINITIONS

“**Account**” means either Registrar Account or Depository Account;

“**Registrar Account**” means an individual electronic account established for the user in the registry operated by AIX Registrar as an agent of the Issuer pursuant to and in accordance with terms and conditions of the Registrar Agreement concluded between AIX Registrar and the user, and where records in respect of the user's Investment Objects are maintained;

“**Admitted Products**” shall have the meaning given in AIX CSD Business Rules;

“**AIFC**” means Astana International Financial Centre;

“**AIX**” means Astana International Exchange Limited, a private company incorporated under the AIFC Laws;

“**AIX Group**” means any affiliated entity of the group of companies of AIX to which AIX Registrar and AIX CSD belong;

“**AIX CSD**” means Astana International Exchange Central Securities Depository Ltd., a private company incorporated under the AIFC Laws;

"Tabys Ltd." means a Private Company "Tabys Ltd." incorporated under the law of the AIFC, which is the owner of the App.

“**AIX Registrar**” means Astana International Exchange Registrar Limited, a private company incorporated under the AIFC Laws;

“**App**” means a mobile application developed by AIX under the trade name “Tabys” and devoted to facilitating communication between the user and the Licensees, including the user and the Issuers in connection with purchase and sale of Investment Objects, the user and AIX Registrar in connection with recordkeeping of the title to user's Investment Objects under the Registrar Agreement, the user and AIX CSD in connection with custody services under the Custody Agreement, as well as to documenting transactions between the users and the Issuers, in respect of the Issuers' Investment Objects; the App can be downloaded to any device pursuant to the Terms of Service;

“**applicable law**” or “**AIFC Laws**” mean the Acting Law of the Astana International Financial Centre as amended from time to time;

“**Biometric Authentication**” means a security process that relies on the user's unique biological characteristics to verify user's identity;

“**business day**” means 9 am – 6 pm on any day in Astana (other than a Saturday, Sunday or a public holiday in the Republic of Kazakhstan);

“**Cash Account**” means a personal client account which is a part of the Depository Account that reflects the Client's Money owned by the Retail Client and kept on a nominee account of AIX CSD opened with the approved Settlement Bank;;

“**Client Money**” has the meaning given in clause 8.2.1 of AIFC Conduct of Business Rules;

“**Custody Agreement**” means an Agreement on custody services governing relations between the Retail Client and AIX CSD;

“**Depository**” means the depository operated by AIX CSD in accordance with AIX CSD Business Rules and AIX CSD Procedures;

**“Depository Account”** means a personal custody sub-account of the Retail Client under AIX CSD’s nominee account established in the Depository pursuant to and in accordance with terms and conditions of the Custody Agreement concluded between AIX CSD and the Retail Client;

**“Device”** means the user’s mobile phone which runs an operating system supported by 2 platforms: Android and IOS;

**“Face ID”** means a facial recognition system that allows the user to use user’s facial features as a Biometric Authentication method so as to log onto App;

**“Investor”** means a user who unconditionally accepts the Investor Agreement;

**“Investor Agreement”** means an agreement between the Issuer and the Investor in relation to the purchase and sale of Investment Objects pursuant to and in accordance with the conditions of the offering documents through the App;

**“Issuer”** means in relation to any Security, the legal entity by whom it is or is to be issued, including the agent acting on behalf of the Issuer pursuant to and in accordance with the offering materials;

**“Licensee”** means any body corporate which has proper right to use the App, including AIX, AIX CSD, AIX Registrar and the Issuers, based on arrangements with Tabys Ltd. being the owner of the App and each of the Licensee;

**“Means for fixing and registration of purchase and sale”** or **“Means”** include the website, and all facilities provided to the user via the App for purchase and sale of Securities from the Issuers;

**“Online support of the App”** means an online help desk which is available via email address [tabys@tabysapp.kz](mailto:tabys@tabysapp.kz) or WhatsApp number +7 776 290 9895;

**“Prospectus”** means a disclosure document prepared by the Issuer that contains the necessary information about the Issuer, its Securities and the offering of Securities in or from AIFC as prescribed by the AIFC Market Rules; and such necessary information is material to an Investor for making an informed investment decision;

**“Purpose”** has a meaning assigned to it in section 2 hereof;

**“Registrar Account”** means an individual electronic account established for the user in the registry operated by AIX Registrar pursuant to and in accordance with terms and conditions of the Registrar Agreement concluded between AIX Registrar and the user;

**“Registrar Agreement”** means Registry Services Agreement governing relations between the user and AIX Registrar on Account opening and recordkeeping of the title to user’s Investment Objects;

**“Related Documents”** mean Privacy Policy, Investor Agreement, Terms of Service of the App, Service Agreement, the Terms of Sale and Buyback of Investment Coins and their parts (shares), which are interconnected binding agreements related to these Terms and which user accepts and agrees to be bound with;

**“request”** means a request transmitted by the user through the App for gift, purchase/subscription or sale of Investment Objects or sale of Investment Objects and, where applicable, their transfer from/to the user’s Account, a request for receiving investment coins, as well as replenishment, transfer, and withdrawal from the Cash Account or any other similar requests.

**“Securities”** mean a share, debenture, warrant, certificate, structured product, unit, issued by the Issuer as defined under the laws of the AIFC in dematerialised form which are qualified as Admitted Products;

**“Investment Object”** means Securities and/or a fraction (share) of an investment coin.

**“A fraction (share) of an investment coin”** means an intangible right of claim created in the AIX Registrar’s accounting system for the corresponding fraction (share) of an investment coin, determined in grams (ounces) of the chemically pure weight of the precious metal from which the investment coin is made.

**“Service Agreement”** means the Custody Agreement and/or Registrar Agreement, as applicable depending on the Purpose;

**“Terms”** means these Terms of Service;

**“Touch ID”** means a fingerprint recognition system which allows the user to use user’s fingerprints as a Biometric Authentication method so as to log on to the App;

“user” or “Retail Client” means an individual person who has downloaded the App and uses the App in connection with the Purpose.

In these Terms, the headings are for ease of reference only and shall not be taken into account in construing or interpreting the Terms.

In case of translation of these Terms to other languages, the English text shall prevail.

## 2. INTRODUCTION

The functionality of the App is made available by Tabys Ltd., in order to facilitate communication between the user and the respective Licensees, which may include the AIX, Issuers, AIX CSD and AIX Registrar, as well as to document through the App the transactions concluded between the user, on the one side, and the Issuers, on the other side, in respect of the Issuers’ Investment Objects, as applicable (“Purpose”). These Terms govern user’s access and use of the App in connection with the Purpose.

The terms and conditions of the purchase and sale of Investment Objects of the Issuers through the App shall be governed by the respective offering materials of the Investment Objects and the Investor Agreement. The terms and conditions for recordkeeping of Investment Objects held by the user on Registrar Account, as well as opening of the Registrar Account shall be governed by the Registrar Agreement. The terms and conditions of provision of custody services by AIX CSD, as well as opening of the Depository Account shall be governed by the Custody Agreement. For full details about buy and sell process through the App please see clause 3 of these Terms.

The user should read these Terms carefully.

These Terms are subject to Apple IOS or Google Android terms and conditions and privacy policies (“Platform Terms”). If there is any conflict between these Terms and the Platform Terms, then these Terms shall prevail.

### Privacy and Security

It is important that the user understands what, how, and for what purposes Tabys Ltd. and the Licensees, as applicable depending on the Purpose, collect, and process the user’s personal data and how the user can control it. This is explained in detail in the Privacy Policy of the App.

The user should make sure to keep his/her Device and the security details that he/she uses to log onto the App safe and secure. The user must let the Online support of the App know as soon as possible if these are lost, stolen, misappropriated or used without user’s authorisation. In case of Biometric Authentication, the user should only enable Touch ID/Face ID if he/she is the only person who has registered fingerprints/facial recognition on the Device. For full details about security please see clause 6 of these Terms.

### Binding Agreement

These Terms and any of its annexes constitute the binding agreement between the user and each of the respective Licensee, as applicable depending on the Purpose, and Tabys Ltd. with respect to the subject matter of these Terms and its Purpose, and supersede and replace any other prior agreements, promises, assurances, warranties, representations, arrangements and understandings or terms and

conditions applicable to the subject matter of these Terms. A person who is not a party to these Terms shall have no rights under Part 10 of the AIFC Contracts Regulations (Rights of Third Parties) to enforce any of its terms.

The user confirms his/her acceptance of these Terms and agrees to abide and be bound in full by these Terms and use the App accordingly with the Purpose. If the user does not agree to these Terms, he/she must immediately uninstall the App and discontinue its use. The user must not use the App otherwise than for the Purpose.

The user must not assign his/her rights and obligations under these Terms. Any member of AIX Group may assign its rights and obligations under these Terms without user's consent to any of its affiliates.

### **Suspension of the App**

Tabys Ltd. can suspend the App in a limited number of situations, for example, because of any regulatory restrictions, for security reasons or because there are reasonable grounds to suspect the App has been or would be used fraudulently or in an unauthorised way. Tabys Ltd. or Licensee will try to inform the user in advance but does not guarantee sending notifications timely due to reasonable causes. In case of suspension of the App, the user will not be entitled to any compensation or other payment upon the discontinuance of the App and/or the Means. The suspension of the App does not in any way affect the Account nor changes or otherwise affects the Client Money and the ownership title over the Investment Objects recorded on the Account. For full details about suspension please see clause 11 of these Terms.

## **3. USING THE APP**

- 3.1. Tabys Ltd. hereby grants the user a non-exclusive, non-transferable, revocable right to use the App in accordance with its Purpose for user's personal use and only on the Device as permitted by the applicable Platform Terms and in accordance with these Terms ("User Licence"). This User Licence shall commence when the user accepts these Terms and continue until ended as set out in clause 11 of these Terms.
- 3.2. In accessing and using the App and Means, the user agrees that he/she will not:
  - 3.2.1. copy or reproduce all or any part of the App;
  - 3.2.2. alter, modify or adapt all or any part of the App;
  - 3.2.3. remove or tamper with any copyright notice attached to or contained within the App;
  - 3.2.4. impersonate anyone or use a false name or a name the user is unauthorised to use or create a false identity or e-mail address or try to mislead others as to the identity, any other information or facts presented upon use of the App;
  - 3.2.5. make available or give access to the App's data stored on the Device;
  - 3.2.6. make available or upload files that contain software or other material, data or information not owned or licensed to the user or collect information about others without their prior consent;
  - 3.2.7. damage, interfere with or disrupt access to the App or do anything which may interrupt or impair functionality;
  - 3.2.8. make any commercial or business use of the App or resell or commercially benefit from any part or aspect of the App, otherwise than from selling or buying Securities via the App;
  - 3.2.9. publish, post, distribute, disseminate or otherwise transmit defamatory, offensive, infringing, obscene, indecent or other unlawful or objectionable material or information;

- 3.2.10. threaten, harass, stalk, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others;
  - 3.2.11. make available, upload or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms" or any other harmful software;
  - 3.2.12. falsify the true ownership of software or other material or information contained in files made available via the App;
  - 3.2.13. obtain or attempt to obtain unauthorised access, through whatever means, to the App, other services or computer systems or areas of the network.
- 3.3. The user represents and warrants that:
- 3.3.1. he/she is legally capable to use the App for the Purpose;
  - 3.3.2. the information he/she provided in the App is true, complete and accurate and not misleading in any way and he/she agrees to immediately inform Tabys Ltd. and the Licensees of any changes to the information, which may include without limitation full name, email, number and details of ID document, postal address, bank card or account details and any other information reasonably requested by Tabys Ltd. and the Licensees, with the submission of the relevant supporting documents if so requested by Tabys Ltd. and the Licensees;
  - 3.3.3. for the purposes of using the App the user acts on his/her own behalf and does not represent any third parties;
  - 3.3.4. authorizations and consents required under the laws applicable to the user for use of the App are duly received, valid and have not been revoked or cancelled;
  - 3.3.5. the user has done and undertakes to do any and all acts required to use the App, as well as for the performance of the user's relevant obligations;
  - 3.3.6. use of the App is not in breach and shall not result in a violation of any applicable laws;
  - 3.3.7. the user has read carefully and accepts all the requirements and undertakes to comply with all obligations indicated in these Terms, Investor Agreement, Privacy Policy of the App and Service Agreement.
- 3.4. The user is permitted to download, print, store temporarily, retrieve and display content via the App screen, and store such pages in electronic form on Device's storage (but not on any server or other storage device connected to a network) for his/her personal use. In so doing the user has to be aware that the data being downloaded, printed or retrieved via the App screen, reflect the position at the date and time when it was downloaded, printed or retrieved and would be valid for that very time. Likewise, the data saved to media reflect the position at the timestamp of the file.
- 3.5. The permission to recopy by an individual does not allow for incorporation of material or any part of it in any work or publication in any form.

### **Onboarding process**

- 3.6. In order to use the App, the user must undergo onboarding via the App and open an Account pursuant to the respective Service Agreement. The user agrees that Tabys Ltd. and a respective Licensee may use Biometric Authentication during the onboarding process. Tabys Ltd. and a respective Licensee do not guarantee that the onboarding process will be completed on the day of submission of an online application, as there may be a need for additional time to check the user's application and the data provided. The user will receive a notification upon successful completion of the onboarding process.
- 3.7. Upon successful completion of the onboarding process, the user will get access to the App and the Means, and the Account, the type of which is applicable to the user, will be opened for the user, and the user agrees that an application to open the Account, and requests to subscribe or sell-back Securities from/to Issuer (if applicable), replenish, transfer and/or

withdraw from the Cash Account shall be sent through the App as all user's other requests, authorisations and notifications. The user agrees that Tabys Ltd. will also have access and may use his/her data submitted to a Licensee, as might be required for maintenance of the App.

- 3.8. To log onto the App, the user will need to enter his/her username and other security information that is requested in the App, or when available, by using Biometric Authentication. Tabys Ltd. and or a Licensee may notify the user from time to time about changes to requirements for security information required for the App.

#### **4 FEES AND COMMISSIONS**

- 4.1. Tabys Ltd. or Licensee may charge the user for the use of the App and the Means and will inform the user when any such charges arise. Applicable fees and commissions of the Licensees shall be specified in the respective Service Agreement, and fees for the use of the App may be published in the App and on the website: <https://www.tabysapp.kz>.
- 4.2. The user shall pay all commissions, charges, taxes, and other fees applicable to the user. Tabys Ltd. and Licensees reserve the right to vary applicable fees, commissions, charges and to debit such amounts due from user's Account or bank account / card without prior consent. Failure to make any such payments constitutes a breach of the Terms and may trigger any respective rights of each of the Licensee and/or Tabys Ltd. to seek for curing the failure or remedies, either contractual or otherwise as may arise from the legal arrangements between the user and each of the Licensee and/or Tabys Ltd..
- 4.3. The user may be charged by his/her bank, any service provider, including a processing service provider for any banking card operations in amount and in accordance with their internal rules. The user is solely responsible for all these and other third-party charges and shall review any applicable fees chargeable to perform online transactions.
- 4.4. Neither the Licensee nor Tabys Ltd. shall in any event be liable for any indirect, special or consequential loss, arising (including but not limited to loss of anticipated profits or of data) from user's failure to make payments and the Licensee or Tabys Ltd. exercising its rights or remedies as a result. The Licensee or Tabys Ltd. reserves its right to pay or set off the fees to be made by the user and the user gives his/her unconditional and informed consent for such payments.

#### **5 RESPONSIBILITIES AND AVAILABILITY OF SERVICE**

- 5.1. For the avoidance of doubt, the liability or responsibility issues that might arise in connection with the use of the App shall be aligned in accordance with its' Purpose and as related to the relationship arising under any of the Service Agreement or Investor Agreement, and such issues shall be addressed to a respective Licensee being a party to the Service Agreement or the Investor Agreement. In this regard, matters related to:
  - i. sale and purchase of the Investment Objects shall be addressed to the respective Issuer being liable as specified in the Investor Agreement;
  - ii. Registrar Account regime or recordkeeping of title to Investment Objects shall be addressed to AIX Registrar in accordance with the Registrar Agreement;
  - iii. Depository Account regime or safekeeping of the Securities and the Client Money in the Depository Account shall be addressed to AIX CSD in accordance with the Custody Agreement.
- 5.2. While Tabys Ltd. and the Licensees makes reasonable efforts to provide the App services, Tabys Ltd. and the Licensees will not be liable for any failure to provide access to the App services or comply with the Terms in part or in full, due to abnormal and unforeseen circumstances beyond its' control, the consequences of which would have been unavoidable

despite all efforts to the contrary. This includes but not limited to any phone or network failures, connectivity loss or, in case of mobile networks, where the user is not in an area of mobile coverage. Tabys Ltd. and the Licensees will not be liable for any failures, actions or inactions of banks, processing centres or other third parties in relation to the performance of transactions with Investment Objects.

- 5.3. The App is provided “as is” with no representations, guarantee or agreement of any kind as to its functionality. Tabys Ltd. and the Licensees cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to the user’s Device. Tabys Ltd. and the Licensees is not responsible for any loss the user or Licensee may incur as a result of this.
- 5.4. Neither Tabys Ltd. nor Licensees warrant or make any representation regarding the validity, accuracy, reliability or availability of the App or its content.
- 5.5. To the fullest extent permitted by applicable law, Tabys Ltd. hereby excludes all promises, warranties, whether express or implied, including any promises, warranties that the App is of satisfactory quality, non-infringing, is free of defects, is able to operate on an uninterrupted basis, that any information that the user transmits in connection with this App will be transmitted successfully, accurately or securely.
- 5.6. The App may contain links to other independent third-party websites (“Third-Party Websites”). Third-Party Websites are not under Tabys Ltd.’s control, and Tabys Ltd. is not responsible for and does not endorse their content or their privacy policies (if any). The user will need to make his/her own independent judgement regarding his/her interaction with any Third-Party Websites, including the purchase and use of any products or services accessible through them.
- 5.7. Tabys Ltd. and the Licensees will make all reasonable efforts to protect the security, confidentiality and integrity of the App and its data through the use of information technology security techniques and application security techniques.
- 5.8. The user is responsible for all requests placed through the App, based on its own investment decisions at its own risk. The user understands and accepts that all investments to Investment Objects involve risks and the user is solely responsible for determining the suitability of any investment and any risk associated with it. If the user does not understand the contents of the document containing information on the Investment Object or is unsure whether the Investment Objects are suitable for their individual investment objectives and circumstances, the user should consult an authorized financial advisor. Services the user access through the App does not constitute an advice or a recommendation to invest in any Investment Objects.
- 5.9. Investing in the Investment Objects involves a number of risks, including but not limited to losses during periods of volatility in the price, therefore the user acknowledges and understands that all investment decisions with respect to transactions with Investment Objects executed through the App are made at its own evaluation of the document containing information on the Investment Object and associated risks and that the user is prepared financially to undertake such risks and to withstand the losses that may be incurred. Neither Tabys Ltd. nor Licensees nor any of their affiliates accept responsibility associated with or related to such risks. Information on risks associated with specific Investment Objects is provided in the respective documents containing information on the Investment Objects.

## **6 INFORMATION AND CYBERSECURITY**

### **User’s information and cybersecurity obligations**

- 6.1. The user must take all reasonable precautions to keep safe and prevent fraudulent use of his/her Device and security information. These precautions include:



- never writing down or otherwise recording user's security details in a way that can be understood by someone else;
  - not choosing security details that may be easy to guess;
  - taking care to ensure that no one hears or sees user's security details when the user uses it;
  - keeping user's security details unique to the App;
  - apply the latest App updates that have been officially released;
  - not disclosing user's security details to anyone, including Tabys Ltd. and the Licensees;
  - changing user's security details immediately and informing Tabys Ltd. as soon as possible in accordance with clause 6.8 if the user knows, or even suspects, that someone else knows user's security details, or if Tabys Ltd. asks the user to;
  - keeping user's security details and Device safe;
  - complying with all reasonable instructions communicated via the App regarding keeping user's security details safe;
  - once the user has logged onto the App the user shall not leave his/her Device unattended or let anyone else use his/her Device;
  - logging out of the App once the user has finished using the App, and in particular not leaving the App running in the background whilst logged in (e.g. whilst multi-tasking, or running other apps);
  - follow all security measures provided to the user by the manufacturer of user's Device operating system that apply to user's use of the App or user's Device (although the user should never disclose user's security details to them or information about user's Account);
  - undertake reasonable and adequate precautions to scan for Device viruses or other destructive properties;
  - if the user activates the Touch ID/Face ID that allows him/her to use his/her fingerprints/facial recognition to log onto the App (for compatible Devices only), the user must ensure that only user's fingerprints/facial recognition is registered on the Device, the user shall be responsible for unauthorised transactions and payments made from user's accounts if the user has not kept the user's Device and user's security details safe, or if user's is not the only fingerprints/facial recognition registered on the Device and the user has activated fingerprints/facial recognition logon.
- 6.2. The user must not use the App on any Device or operating system that has been modified outside the Device or operating system vendor supported or warranted configurations. This includes Devices that have been "jail-broken" or "rooted". A jail broken or rooted Device means one that has been freed from the limitations imposed on it by user's mobile service provider and the phone manufacturer without their approval.
- 6.3. After initial registration Tabys Ltd. and the Licensees will NEVER contact the user (or ask anyone to do so on their behalf) with a request to disclose user's security details in full.
- 6.4. AIX will communicate with the user in a way that resists social engineering attacks.
- 6.5. The user will not be asked for passwords, nor will the user be asked to click on any security related links. If the user receives any such request from anyone (even if they are using Tabys Ltd. or Licensee's name and logo and appear to be genuine) then it is likely to be fraudulent and the user must not supply his/her security details to them in any circumstances. Additionally, the user should report any such requests to Tabys Ltd. immediately.
- 6.6. The user will be responsible for all requests, authorisations and notifications given by user's Device between when the user logs into the App until the user logs off the App.
- 6.7. The user is responsible for making sure information shown or stored on his/her Device is kept secure.

### **What to do if there is a breach of security?**

- 6.8. If the user knows or suspects that someone else knows user's security details, or has used or tried to use them, or if the user's Device is lost or stolen the user must tell Tabys Ltd. without delay by sending email to [tabys@tabysapp.kz](mailto:tabys@tabysapp.kz).
- 6.9. If the user suspects that the user's Device has been compromised or hacked in any way or App data has been leaked, the user must immediately report the details by email at [tabys@tabysapp.kz](mailto:tabys@tabysapp.kz).
- 6.10. If the user identifies a Cyber and Information Security incident with App or suspicion of such an incident, she/he must immediately report the details by email at [tabys@tabysapp.kz](mailto:tabys@tabysapp.kz).

## **7 INTELLECTUAL PROPERTY**

- 7.1. Tabys Ltd. is the owner of the copyright in all the content in this App, and of all other intellectual property rights of Tabys Ltd., including but not limited to all patents, database rights, trademarks, trade names, service marks, service names, computer software (including source codes), design, domain names, logos, names and graphics used in connection with the App and all applications (including, without limitation, any right to apply and pending applications for registration) and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, moral rights, and all other rights of whatever nature whether registered or unregistered subsisting anywhere in the world, whether now known or created in the future (collectively the "Tabys Ltd.'s Intellectual Property"). All ownership in the App remains with Tabys Ltd..
- 7.2. Other intellectual property rights including but not limited to trademarks, service marks, graphics, logos and names used in connection with the App are the intellectual property of their respective owners (collectively "Third Party's Intellectual Property"). Tabys Ltd.'s Intellectual Property and Third Party's Intellectual Property may not be copied, imitated or used, in whole or in part, without the prior written permission of Tabys Ltd. or the applicable trademark holder. The App and the content featured in the App are protected by copyright, trademark, patent and other intellectual property and proprietary rights which are reserved to Tabys Ltd. and its licensors.

## **8 RELIANCE ON INFORMATION**

- 8.1. The App should not be considered as a substitute for advice covering any specific situation. The user should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in the App. **THE APP IS IN NO WAY TO BE CONSIDERED OR USED AS A REPLACEMENT FOR ANY PROFESSIONAL ADVICE.**

## **9 EXCLUSION OF LIABILITY**

- 9.1. Tabys Ltd., and its affiliates, directors, employees, contractors, agents shall not be liable for any obligations of the user arisen out of these Terms and/or any of the Service Agreements, or Investor Agreement.
- 9.2. These Terms shall not provide for any joint or several liability and the user shall be solely responsible for his/her own actions and obligations made by any Licensee or Tabys Ltd. on user's behalf acting under these Terms and related legal arrangements referenced hereof.
- 9.3. Nothing in these Terms shall exclude or in any way limit anyone's liability for negligence or for fraud or any other liability to the extent the same may not be excluded or limited as a matter of law.
- 9.4. To the fullest extent permitted under applicable law, in no event shall Tabys Ltd., the Licensees and its affiliates, directors, contractors, employees, and agents be liable to the user

with respect to use of the App and/or be liable to the user for any direct, indirect, special or consequential damages including, without limitation, damages for loss of goodwill, lost profits, or any loss, theft or corruption of user's information, the inability to use the App, Device failure, malfunction.

- 9.5. Tabys Ltd. and its affiliates, directors, contractors, employees, and agents shall not be liable even if it has been advised of the possibility of such damages, including without limitation damages caused by error, omission, interruption, defect, failure of performance, unauthorised use, delay in operation or transmission, line failure, computer virus, worm, Trojan horse or other harm.

## 10 INDEMNIFICATION

- 10.1. As a condition of the user's access and use of the App, the user agrees to indemnify and hold Tabys Ltd., the Licensees and its affiliates, its directors, contractors, employees, agents and its third party service providers harmless from and against any and all claims, losses, liabilities, costs, judgements, penalties, actions, damages and expenses (including but not limited to legal fees) resulting or arising directly or indirectly from the user's access and use of the App, Means or in connection with these Terms unless the breach was resulted primarily and directly from fraud or wilful misconduct of Tabys Ltd. or any of the Licensees.

## 11 TERMINATION OF THE APP USING

- 11.1. The user can close his/her Account in accordance with the provisions of the Service Agreement by clicking the "Close" button in the App, subject to the following conditions:
- the Investment Objects and Client Money on both Registrar and Depository Accounts are absent;
  - user's Account is not blocked/frozen;
  - there are no pending or unexecuted requests;
  - all fees and commissions are duly paid;
  - other reasons specified in the Service Agreement.

If all of the above conditions are met, a respective Licensee will close user's Account in accordance with the provisions of the Service Agreement, and the App shall notify the user on this. In this case, user's User Licence and these Terms shall be deemed terminated and the user must immediately delete the App from his/her Device.

- 11.2. Tabys Ltd. and the Licensee can suspend or end this User Licence with the user immediately if the user has seriously or persistently violated any of the Terms, Investor Agreement or Service Agreement, including but not limited to the following:
- the user is, or Tabys Ltd./the Licensee reasonably suspects that the user may be using or obtaining or allowing someone else to use the App, Account, or the Means illegally;
  - the user is or Tabys Ltd./the Licensee reasonably suspects user's Account and the App are being used for an illegal purpose;
  - the user is or Tabys Ltd./the Licensee reasonably suspects that the user may be acting fraudulently;
  - the user was not entitled to download and use the App;
  - if Tabys Ltd. and the Licensees found that the Account has some suspicious actions including but not limited to attack the server, unauthorized reprint or any other actions Tabys Ltd. and the Licensees think dangerous;
  - Tabys Ltd. has reasonable grounds to suspect unauthorised or fraudulent use of user's security details.

- 11.3. Tabys Ltd. will immediately notify the user after AIX have suspended or terminated the User Licence. This can include SMS, a message when the user logs onto the App, by e-mail, by secure e-message or in any other way that will be sent to the user individually.
- 11.4. Tabys Ltd. may suspend or end this User Licence for any other reason by sending the user a notice. This may happen if, for example, the Service Agreement has been terminated with the user.
- 11.5. Tabys Ltd. can suspend or end this User Licence if Tabys Ltd. stops supporting the App on user's Device or the operating system it runs. In case of suspension or termination of the User Licence and the App, the user will not be entitled to any compensation or other payment upon the discontinuance of the App or the Means and Tabys Ltd. will not be responsible for it.
- 11.6. Upon termination of this User Licence for any reason, these Terms shall be deemed terminated and the user must delete the App from his/her Device and destroy all copies of the App including all components of it in his/her possession.
- 11.7. Upon termination of this User Licence for any reason all rights that the user has in respect of the App will immediately end.

## **12 COMMUNICATIONS**

12.1. Tabys Ltd. and the Licensees may send any communications and notifications to user's telephone number, email, mailing address that the user provided or by any other means. Tabys Ltd. and the Licensees also may post communications and push-notifications in the App. Communications and notifications shall be deemed delivered to the user when they have been sent to the user whether or not the user accesses or reviews them.

12.2. The user agrees that his/her online acceptance of documents and requests legally binds him/her in the same manner as if the user had manually signed them. The use of electronic versions of these Terms and other documents referred herein fully satisfies any requirement that they be provided to the user in writing. The user agrees to conduct business with Tabys Ltd. and the Licensees by electronic means.

## **13 APPLICABLE LAW AND DISPUTE RESOLUTION**

- 13.1. These Terms are governed and construed in accordance with the AIFC Laws.
- 13.2. Any disputes and claims that may arise in the course of fulfilment of obligations under these Terms and the Related Documents shall be addressed to the respective party as stipulated in Clause 5.1. of these Terms.
- 13.3. If any dispute arises in the course of fulfilment of obligations under these Terms and the Related Documents the user and the respective party shall take all necessary measures to settle the disputes without recourse to the litigation within 20 (twenty) calendar days.
- 13.4. If the user and the respective party have not come to a settlement, any dispute between them arising under or in connection with these Terms and the Related Documents, including any question regarding its existence, validity or termination, may first be submitted to mediation at the International Arbitration Centre (the "IAC") under its Arbitration and Mediation Rules. Unresolved disputes shall be referred to and finally resolved by the AIFC Court under the AIFC Court Regulations and Rules and the user submits to the exclusive jurisdiction of the AIFC Court to resolve any disputes.
- 13.5. If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, illegal, void or voidable then such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by

law or amended in such manner as to render the remainder of these Terms valid and enforceable.

- 13.6. Tabys Ltd. and the Licensees reserves the right to control the defence and settlement of any third-party claim and the user will assist Tabys Ltd. and the Licensees in exercising such rights.
- 13.7. The user acknowledges and agrees that damages alone may not be an adequate remedy for certain breaches of these Terms. Therefore, Tabys Ltd. and the Licensees shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of these Terms.

## **14 CHANGES TO THE TERMS**

- 14.1. Tabys Ltd. may change these Terms at any time, without prior notice and consent to reflect changes in law or best practice or to deal with additional features which Tabys Ltd. introduces or for other purposes. The user is obliged to check these Terms regularly to ensure that he/she is aware of any variations made by Tabys Ltd. If the user continues to access and use this App, the user is deemed to have accepted such variations and agrees to be bound by the updated Terms. If the user does not agree to such variations, he/she must immediately uninstall the App and discontinue its use.

## **15 UPDATE TO THE APP**

- 15.1. From time to time Tabys Ltd. may automatically update the App and change the services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, Tabys Ltd. may ask the user to update the App for these reasons.
- 15.2. If the user chooses not to install such updates or if the user opts out of automatic updates, he/she may not be able to continue using the App and Means.

### **Contact Us**

Any questions regarding the App can be emailed to Tabys Ltd. at [tabys@tabysapp.kz](mailto:tabys@tabysapp.kz).