

## TERMS OF AGREEMENT

Текущая версия от 28 июня 2024 г.

This document is an official offer to any individuals and legal entities (public offer) from **The platform "Finflow" - Finflow Ltd represented by Director Aitmakhanov D.A. Address: Kazakhstan, Astana, Mangilik El, building 55/8, BIN: 230740900386, Bank: JSC "Kaspi Bank", BIC: CASPKZKA, Account Number: KZ21722S000029292106**, hereinafter referred to as the Platform/Service, and contains all the essential terms and conditions of the service provision agreement.

In accordance with paragraph 2 of Article 397 of the Civil Code of the Republic of Kazakhstan (CC RK), by accepting the terms set forth below, the person who accepts this offer becomes the Customer/User/Buyer.

Therefore, please read the text of this offer carefully. If you do not agree with any clause of the offer, the Service Provider suggests that you refrain from using the platform's services.

### 1. GENERAL PROVISIONS TERMS AND DEFINITIONS USED IN THIS OFFER

**1.1. The platform "Finflow" - Finflow Ltd represented by Director Aitmakhanov D.A. Address: Kazakhstan, Astana, Mangilik El, building 55/8, BIN: 230740900386, Bank: JSC "Kaspi Bank", BIC: CASPKZKA, Account Number: KZ21722S000029292106** – provides financial forecasts based on artificial intelligence and forecasts cash flows within minutes.

**1.2. The platform/service "Finflow"** located at <https://finflow.pro>, provides financial forecasts based on artificial intelligence and forecasts cash flows within minutes.

**1.6. User** – an individual who is a visitor or user of the **"Finflow" platform**.

Before using Finflow, the User confirms that:

- They have fully read and understood the Offer, as well as other documents and information available on the Platform;
- They have accepted all the Terms of agreement and other documents available on the Platform in full, without any exceptions or limitations, and agree to comply with them or cease using the Platform;
- They agree that the Terms of Agreement, as well as other documents and information available on the Platform, may be changed by the Company without any notifications;
- They agree to monitor any changes to the Terms of Agreement and other documents available on the Platform and to review them in full.

If the User disagrees with any of the Terms of agreement, they are not entitled to use **"Finflow"**.

If the Company makes any changes to the Terms of agreement that the User disagrees with, they must cease using **"Finflow"**.

**1.7. Customer** – a user who purchases a Service through the **"Finflow"** platform.

**1.8. Offer** – a proposal to an indefinite circle of persons, posted on the website <https://finflow.pro>, regulating the relationship between the Company and Users arising from the use of **"Finflow"**.

**1.9. Service** – specific actions or activities provided by the Company.

**1.10. Acceptance of the Offer** – the full and unconditional acceptance of the terms contained in the Offer by the User, without any exceptions, through the use of any functionalities of Finflow. Acceptance of the Terms of agreement is equivalent to signing a written document.

1.11. **Personal Account (PA)** – a software interface for interaction between the User and the Company, which contains information about the User, statistical data, and other information, and may also provide the possibility of remote interaction.

1.12. **Verification** – the process of collecting documents to confirm the presence of the appropriate license to engage in activities for providing services, in order to prevent improper or incorrectly provided services by unverified users.

## **2. REGISTRATION IN Finflow**

2.1. To take full advantage of **Finflow's** capabilities, the User must complete the registration process, during which a unique account will be created for the User. User registration on the **Finflow** server signifies and is intended for entering into an agreement and receiving **Finflow** services.

2.2. The technical, organizational, and commercial terms of use of **Finflow**, including its functionalities, are communicated to Users through separate postings on the platform or by notifying Users.

2.3. To register, the User is required to provide accurate and complete information about themselves as specified in the registration form and to keep this information up to date. If the User provides incorrect information or if the Company has reason to believe that the information provided by the User is incomplete or inaccurate, the Company has the right, at its discretion, to block or delete the User's account and deny the User the use of all or specific features of **Finflow**.

2.4. Only legally capable individuals who have reached the age of majority have the right to accept the Agreement and register on **Finflow** on their own behalf. It is prohibited to provide knowingly false information about oneself, such as age, health condition, etc. It is also prohibited to create more than one account per user or to register on behalf of another person.

2.5. The Company reserves the right to restrict the use of all or specific features of **Finflow** for valid reasons, without sending the corresponding notification, and without liability to the User or any other person.

2.6. The Company reserves the right to require the User at any time to confirm the data provided during registration in the User's account on **Finflow** and containing information about the User, as well as other information related to the use of **Finflow**, accessible to the User after logging in with the User's account on the **Finflow** server.

For the purpose of verifying the data provided by the User, the Company has the right to request supporting documents (in particular, identity documents or a certificate of state registration of a legal entity), failure to provide which, at the discretion of the Company, may be considered equivalent to providing false information and entail the consequences provided for in clause 2.5 of the Offer.

If the User's data specified in the documents provided by them do not correspond to the data specified during registration, and also if the data provided during registration do not allow the User to be identified, the Company has the right to deny the User access to the account and the use of **Finflow**.

2.7. The User undergoes registration in the manner established by the Company.

2.8. The User is solely responsible for the security (including resistance to guessing) of the means chosen by them to access their account, as well as for maintaining their confidentiality. The User is solely responsible for all actions (and their consequences) within or using **Finflow** under the User's account, including cases of voluntary transfer by the User of access data to their account to

third parties on any terms (including under contracts or agreements). All actions within or using **Finflow** under the User's account are considered to be performed by the User themselves, except in cases where the User, in the manner provided for in clause 2.9, has notified the Company of unauthorized access to the **Finflow** server using the User's account and/or any breach (or suspicion of breach) of the confidentiality of their access means (mobile phone number, password, or two-factor authentication methods).

2.9. The User must immediately notify the Company of any unauthorized (not permitted by the User) access to the **Finflow** server using the User's account and/or any breach (or suspicion of breach) of the confidentiality of their account access means. For security purposes, the User is required to securely log out of their account (using the "Logout" button) at the end of each session on the **Finflow** server. The Company is not responsible for any possible loss or damage to data, as well as other consequences of any nature, that may occur due to the User's violation of the provisions of this part of the Offer.

2.10. **Use of the User's Account.** The User is not entitled to reproduce, duplicate, copy, sell, resell, or use any functionalities of **Finflow** (including content available to the User through **Finflow**), or access them for any commercial purposes, except in cases where the User has obtained such permission from the Company.

2.11. **Termination of Registration.** The Company has the right to block or delete the User's account, prohibit access to the **Finflow** server using any account, and delete any content without explanation, including in cases of violation by the User of the terms of the Offer or the terms of other documents provided for in clause 1.6 of the Offer, as well as in cases of non-use of any functionalities of the platform.

2.12. **Deletion of the User's Account.** The User has the right to delete their account or, if the corresponding function is available, to deactivate it at any time.

2.13. The Company has the right to send informational messages to Users, and the User also consents to receive promotional messages. The User has the right to opt out of receiving promotional messages by using the corresponding functionality of **Finflow**.

2.14. By using **Finflow**, the User consents to receive informational messages, including documents confirming payment, in electronic form. The provision of this information to the User is necessary for the use of **Finflow**. If the User does not agree with the terms of this clause, they should refrain from using **Finflow**.

### **3. TERMS OF PROVISION AND USE OF FINFLOW**

3.1. The content of **Finflow**, as well as any content posted on the platform, are the exclusive property of the Company.

3.2. The use of content and any other elements of **Finflow** is only possible within the functionality offered by **Finflow**. No elements of the content of **Finflow**, as well as any content posted on **Finflow**, may be used in any other way without prior permission from the Company. Such use includes, but is not limited to, reproduction, copying, modification, distribution on any basis, framing, etc.

3.3. The use by the User of elements of **Finflow** content, as well as any content, for personal non-commercial use is permitted provided that all copyright protection marks, related rights, trademarks, other notices of authorship, and the name (or pseudonym) of the author/rights holder are retained in their original form, and the respective object is preserved unchanged.

3.4. In all cases prescribed by law, the Company disclaims any warranties, whether express or implied, including, without limitation, warranties of commercial benefit, fitness for a particular purpose, and non-infringement of rights.

3.5. The Company does not guarantee or promise any specific results from the use of **Finflow**.

3.6. The User uses **Finflow** at their own risk. **Finflow** is provided on an "as is" basis. The Company assumes no responsibility, including for the suitability of **Finflow** for the User's purposes, as the Company forecasts financial possibilities.

3.7. The Company does not guarantee that: **Finflow** meets or will meet the User's requirements; that **Finflow** will be provided continuously, quickly, reliably, and without errors; that the results obtained using **Finflow** will be accurate and reliable and can be used for any purposes or in any capacity; or that the quality of any product, service, information, and so on, obtained using **Finflow** will meet the User's expectations.

3.8. Any information and/or materials (including downloadable software, emails, instructions, and guidelines for action, etc.) that the User accesses through **Finflow** can be used at the User's own risk. The User is solely responsible for any possible consequences of using said information and/or materials, including damage that it may cause to the User's computer or third parties, loss of data, or any other harm.

3.9. The Company is not responsible to users and interested third parties for any direct, actual, incidental, indirect, or consequential damages, including lost profits or lost data, arising from the use or inability to use **Finflow**.

3.10. The User is solely and fully responsible for any consequences of any kind, including, but not limited to, the expected results from the Services received, that may arise as a result of receiving the service from the Company.

3.11. The Company is not responsible for any kind of damages resulting from the User's use of **Finflow** or specific features of **Finflow**.

3.12. Under any circumstances, the Company's liability is limited to 10,000 (ten thousand) tenge and is incurred only if there is fault in its actions.

3.13. The functionality of the platform is only possible with access to the Internet. The User independently obtains and pays for such access under the terms and rates of their telecommunications operator or Internet service provider.

3.14. When providing the necessary documents for verification, these documents are not disclosed to third parties and are kept confidential.

3.15. By registering, the User consents to the processing of their personal data by the service for the purpose of fulfilling the provisions of the Terms of agreement and other special documents.

3.16. By registering, the User consents to receive SMS messages of informational and promotional nature from the Service to the mobile phone number provided during registration.

3.17. The User's agreement with the terms of this Terms of agreement is expressed by clicking on the "Agree" field or checking the box under the text of the Terms of agreement, displayed before registration on the service.

3.18. The Service's functionality is available to Registered Users after completing the authorization process and subsequent verification. The verification process involves providing necessary documents confirming the presence of the appropriate documents and a license to engage in the given activity, in accordance with the current legislation of the Republic of Kazakhstan.

#### **4. SUBJECT OF THE USER AGREEMENT. PROCEDURE FOR ITS CONCLUSION**

4.1. The Company provides the User with the opportunity to use **Finflow** (including any part of it) free of charge, except for certain features of **Finflow**, which are used by the User on a paid basis as specified in the Offer.

4.2. The Offer is considered accepted by the User in the sense specified in clause 3.6 of the Offer.

#### **5. PROCEDURE FOR PROVIDING AND USING THE FEATURES OF FINFLOW**

- 5.1. Some features of **Finflow** are provided to the User after 100% payment for these features by the User.
- 5.2. The features of **Finflow** that are provided to the User on a paid basis (paid features of **Finflow**) and their cost are specified on the website or in this Offer.
- 5.3. The Company has the right to change the features of **Finflow** and/or the cost of using these features at any time. These changes will be reflected on **Finflow**.
- 5.4. Payment for the paid features of **Finflow** is made by transferring funds to the Company's account or payment service in the manner established by the payment service, or in cash.
- 5.5. The User agrees that payment for the paid features of **Finflow** and any economic benefits received (e.g., interest) are non-refundable to the User.
- 5.6. In the case of using the paid features of **Finflow**, the Company, as a result of the corresponding use, generates and sends to the User via the Personal Account a report document unilaterally, containing the following information:
  - 5.6.1. the paid features of **Finflow** that the User has utilized;
  - 5.6.2. the amount of fees charged for using the paid features of **Finflow**;
  - 5.6.3. additional information, at the discretion of the Company.
- 5.7. The report document is provided to the User in the Personal Account within 7 (seven) calendar days from the date of completion of the use of the corresponding paid feature of **Finflow**.
- 5.8. The use of Electronic Document Management (EDM) is mandatory for the User and the Company when agreeing on the specified report document. The report document is signed through the EDM system used by the Company.
- 5.9. If the User is not connected to the EDM system for technical reasons during the period of agreeing on the report document, the report document will be provided by sending it to the address specified by the User in the Personal Account on Finflow, provided that the User submits a request through the Personal Account.
- 5.10. If the User is not connected to the EDM system for any reason, they assume responsibility for any possible negative consequences due to the lack of connection to the EDM system. The Parties acknowledge that sending report documents to the Personal Account is a necessary and sufficient confirmation of:
  - 5.10.1. the proper fulfillment by the Company of its obligation to send report documents;
  - 5.10.2. the acceptance of the paid features of **Finflow** provided by the Company, as specified in clause 5.2 of the Offer, in full, in the absence of written disagreements from the User.
- 5.11. The User acknowledges the data of the Company's accounting systems, displayed in the Personal Account, as the primary reliable source of information regarding the fulfillment of the Company's obligations to the User and vice versa.
- 5.12. If the Company sends a report document to the User in the manner provided for in the Offer, the User must, within 5 (five) business days of receiving it:
  - 5.12.1. if there are no disagreements, sign the document on their part and, if necessary, send the originals to the Company; or
  - 5.12.2. if there are disagreements, send the Company motivated written objections. Upon receiving the motivated written objections, the Company will make the accepted corrections and send the amended documents to the User, who must sign them and, if necessary, send the originals to the Company. If within 5 (five) business days from the date the amended documents are sent to the User, the Company does not receive the originals of the signed amended documents, clause 5.13 of the Offer shall apply. The motivated written objections must be sent by the User from the email address specified during registration in **Finflow** to: [admin@finflow.pro](mailto:admin@finflow.pro).

5.13. If the User does not sign the report documents within the specified period and, if necessary, does not send their originals to the Company, the documents signed unilaterally by the Company shall be considered:

5.13.1. properly signed by both parties, and the provisions specified therein properly agreed upon and accepted by the User in the specified volume (with the date of agreement being the last day of the period provided for the User's feedback); as well as

5.13.2. a valid confirmation of the User's agreement to all amounts and other terms specified therein, and a proper basis for payment.

5.14. After the period specified in clause 5.12 of the Offer, the User's claims, including those regarding the quantity (volume), cost, and quality of the paid features of **Finflow**, will not be accepted.

5.15. The platform's functionality is offered for a monthly fee of \$49 USD.

5.16. The User has the option to pay for an annual subscription at a cost of \$499 USD.

## **6. VALIDITY OF THE OFFER. AMENDMENT OF THE OFFER TERMS**

6.1. The Offer remains in effect until it is revoked by the Company.

6.2. In the event of Acceptance of the Offer, it is effective from the moment of acceptance until it is terminated, including termination by cancellation.

6.3. The moment of acceptance of the Terms of agreement is determined by the moment the User starts using any features of **Finflow**.

6.4. The Company has the right to make changes to the Offer at any time, but in any case, such changes will be published and brought to the public's attention by posting the updated text of the Terms of agreement on the platform and/or by notifying Users via email or through their personal account.

## **7. PROCEDURE FOR INFORMATIONAL INTERACTION BETWEEN THE PARTIES**

7.1. By accepting the Terms of agreement, the User is required to provide the Company with accurate contact information for communication and notification purposes. The User is responsible for ensuring the accuracy and currency of this information.

7.2. A proper method of informing the User is by sending a notification through the platform's tools or software products, or through messengers used by both the Company and the User.

7.3. The Company has the right, at its discretion, to send the User any other legally significant messages in one of the following ways:

- by posting on the platform;
- by sending notifications through the tools of software products or messengers used by both the Company and the User, or via email.

## **8. INTELLECTUAL PROPERTY**

8.1. All information provided by the Company is strictly confidential and protected by current intellectual property, copyright, and related rights laws. This protection applies to texts, calculations, tables, images, multimedia and video materials, recommendations, databases, source code, and other objects (excluding user content) of copyright.

8.2. The content of **Finflow** may not be copied, distributed, or used in any form without the prior consent of the Company.

8.3. Any action(s) and/or inaction by the User that result in the violation of the Company's rights will entail criminal, civil, and administrative liability in accordance with the current laws of the User's country of residence.

8.4. The content of **Finflow** may be used by the User exclusively for personal purposes.

## **9. APPLICABLE LAW AND LIABILITY**

9.1. The Offer is governed by and interpreted, and its execution is ensured in accordance with the laws of the Republic of Kazakhstan.

9.2. The Parties are liable for improper performance of their obligations in accordance with the laws of the Republic of Kazakhstan and the Terms of agreement.

9.3. The Company is not liable for:

- failures in the operation of email, the Internet information and communication network, messengers, and other communication networks caused by reasons beyond the Company's control, which result in the User's delayed receipt or non-receipt of notifications from the Company;
- in the event of technical failures (power outages/damage and communication network failures, software malfunctions of the processing center) that result in the Company's failure to fulfill the Terms of Agreement;
- if the User's personal data becomes known to third parties as a result of their illegal actions;
- if the User's personal data becomes known to third parties as a result of the User's failure to comply with the conditions for storing and using personal data;
- for the temporary lack of User access to communication tools that ensure interaction with the Company, as well as for any losses incurred by the User in connection with this circumstance;
- for losses resulting from the User providing false, incorrect, or erroneous data for sending notifications;
- for losses resulting from the User providing false identification data;
- for losses resulting from the User's failure to update the data provided for the purpose of acquiring **Finflow**.
- for the fulfillment of obligations in the event of force majeure circumstances, such as natural disasters, wars, terrorist acts, government prohibitions, and other unforeseen and insurmountable events.

## **10. PROCEDURE FOR DISPUTE RESOLUTION IN FINFLOW**

12.1. Pre-Trial dispute resolution procedure.

12.1.1. Filing a Claim:

- Either party has the right to file a claim in the event of a dispute.
- The claim is submitted in writing and must contain a description of the problem, the applicant's demands, and all necessary evidence (receipts, photos of the product, correspondence, etc.).

12.1.2. Consideration of a Claim:

- The claim is reviewed by the platform within 30 calendar days from the date of its receipt.
- Based on the results of the claim review, the platform makes a decision and notifies the applicant of the outcome and the measures that will be taken to resolve the dispute.

12.1.3. Resolution of the dispute:

- In case the claim is justified, the platform takes measures to resolve the dispute, such as refunding the money, exchanging the goods, or other measures agreed upon by both parties.
- If the claim is not satisfied or the parties do not reach an agreement, the dispute may be referred to judicial authorities for resolution.

12.2. Adjudication of disputes through judicial proceedings

12.2.1. Preparation and filing of a statement of claim

- If the dispute cannot be resolved out of court, the party concerned may file a lawsuit in court.
- The statement of claim must contain all necessary information about the dispute, including details of the claim and the results of pre-trial settlement attempts.

#### 12.2.2. Adjudication of the dispute in court:

- Disputes between customers and **Finflow** are heard in the courts of general jurisdiction of the Republic of Kazakhstan.
- Usually, cases related to commercial activities are heard in economic courts if provided for by legislation.

#### 12.2.3. Enforcement of a court decision

- After a court decision is rendered, the parties are obligated to comply with the court's decision within the specified deadlines.
- In case of non-compliance with a court decision voluntarily, it can be enforced through judicial enforcement officers.

#### 12.3. Conclusion:

- The process of dispute resolution on the **Finflow** platform begins with the submission and consideration of claims in pre-trial proceedings. If pre-trial resolution does not lead to a resolution of the dispute, the parties may resort to the courts of general jurisdiction of the Republic of Kazakhstan to resolve the conflict through judicial proceedings.

#### **Details:**

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