

Last Updated: August 10, 2023.

## **User Agreement for the Use of the Web Service "H2K Lite"**

This License Agreement (hereinafter referred to as the "Agreement") is a public offer - an official proposal from LLP "Oris Lab" (BIN 130640019840), addressed to any individual with full legal capacity (i.e. reached the age of 18), which regulates the relationship between the User and LLP "Oris Lab" (Oris Lab) and defines the terms of use for the "H2K Lite" service.

### **1. General Provisions**

1.1. The Agreement is concluded based on the full and unconditional consent of the User to enter into the Agreement (acceptance) by the User's familiarization with the terms of the Agreement, the User's completion of conclusive actions, and the User's clicking of the "I Agree to the Terms of the License Agreement" button. The text of this Agreement, as well as other additional information, is available on the website: [h2k.me](https://h2k.me) or in the H2K Lite personal account - [my.h2k.me](https://my.h2k.me).

1.2. The Agreement, concluded through the acceptance of this offer (the conclusion of a contract through information technology using a remote method), is regulated by the norms of civil legislation, as its terms are defined in this Agreement and may be accepted by any person only by joining the offered Agreement in its entirety without any exceptions or limitations. In connection with the above, Oris Lab recommends carefully reading the text of this Agreement, and in case of disagreement with any provision, suggests that you refrain from accepting the offer.

1.3. Acceptance of this offer, and consequently, the conclusion of this Agreement, implies that the User agrees that the use of the service involves the registration procedure, including automatic registration, and also expresses consent to receive letters and messages from Oris Lab, including those of an advertising nature.

### **2. Subject of the Agreement**

2.1. This Agreement defines how the web service "H2K Lite" (hereinafter referred to as the "Service") should be used and applies to all Users who use the Service in any way, including any functionality of the Service. By using the Service, the User confirms that they have read, understood, and agree to comply with the terms of the Agreement.

2.2. Oris Lab, under the terms of a simple (non-exclusive) license, grants the User a non-transferable right to use the software that enables the functioning of the Service in the following ways:

- ✓ In ways provided by this Agreement. The User guarantees that they will not use the Service in violation of the requirements of applicable legislation, the terms of this Agreement, with the intent to harm Oris Lab, other Users, and/or third parties;
- ✓ The use of the Service must be in accordance with its direct functional purpose.

2.3. Any dispute, claim, or application related to the use of the Service will be resolved in accordance with the legislation of the Republic of Kazakhstan.

2.4. Oris Lab notes that this Agreement may be amended by Oris Lab at its discretion at any time. When making changes, Oris Lab undertakes to post a new version of the Agreement through the Service. Additionally, the "Last Updated Date" line located at the top of the Agreement will be updated. Continued use of the Service by the User after changes have been made to the Agreement will signify acceptance of the changes.

### **3. Terms of Service Usage**

3.1. In order to access the functional features of the Service, the User must create and register their account, which includes, among other things, an access code - an email address (login) linked to a password granting access to the Service's features. Additionally, the User's personal information will be associated with this email address ("User Profile").

3.2. The Service must be used under the name "H2K Lite." The User is not entitled to modify and/or delete the name of the Service, copyright notice, or other indications of ownership or rights holder.

3.3. The use of the Service is allowed only in ways specified in this Agreement.

3.4. Any errors or malfunctions that arise during the use of the Service should be reported by the User to the Support Service.

3.5. Depending on the User's region, some or all of the Service's functions may be unavailable or restricted. The use of any technical or software methods to circumvent these restrictions is prohibited.

3.6. To ensure that the Service continues to provide the greatest benefit to Users and to fix errors and implement other technological changes, Oris Lab may offer updates to the Service after the User's registration in the Personal Account.

### **4. Registration and User Authorization**

4.1. The use of the Service is possible only upon User registration in the Personal Account and authorization in the Personal Account in accordance with this Agreement.

4.2. For User Registration in the Personal Account, the User independently accesses the website: my.h2k.me on the Internet.

4.3. In the process of using the Service, in certain cases, Oris Lab may require the User to fill out a questionnaire to obtain additional information in accordance with the requirements of applicable legislation.

4.4. If the User provides false information during registration or upon request (demand) of Oris Lab, or if Oris Lab has reason to believe that the information provided by the User is false, Oris Lab has the right, at its discretion, to unilaterally block the User's access to using the Service.

4.5. The User undertakes to keep the login and password, as well as other data that can be used to access the Service on behalf of the User, confidential. In case of loss of the login, password, or if there are reasons to believe that these data (as well as other data) have been obtained by a third party, the User must submit a request to Oris Lab (by contacting the Support Service) to block access to the personal account. The request to block access to the personal account is considered by Oris Lab within 3 (three) hours from the moment of submitting the request. All risks arising from the User's failure to fulfill this obligation lie with the User.

## **5. Providing Access**

5.1. The operation of the Service is generally available twenty-four hours a day, seven days a week. However, Oris Lab does not guarantee that the Service will be free from errors and interruptions during the specified time. Oris Lab reserves the right to temporarily close access to the services using the Service for planned maintenance, servicing, and upgrades. Oris Lab will make reasonable efforts to notify the User of any planned maintenance in advance, but cannot guarantee that such notification will be timely delivered to the User. The availability of the Service depends on services provided by third parties (such as mobile network operators, suppliers, banks, etc.). Oris Lab is not responsible for such services provided by third parties.

## **6. Limitation of Liability**

6.1. Oris Lab shall be released from liability for failure to fulfill its obligations under this Agreement if such failure is due to force majeure circumstances, including actions or inactions of government authorities, changes in legislation, sanctions, embargoes, natural disasters, fires, floods, major accidents, and other circumstances beyond the control and occurring outside the control of Oris Lab, and which Oris Lab could not foresee and/or avoid by acting reasonably and with due care. Unless otherwise provided in this Agreement, Oris Lab shall not be liable for any losses or damages caused by the breach or unauthorized use of the User's Profile in the H2K Lite Service, as well as for indirect losses such as lost profits or other consequential damages arising from the User's use of the Service.

## **7. Responsibilities of the Parties**

7.1. In the event of a breach of the terms of this Agreement that results in harm to any or all parties of the Agreement, the responsible party shall be liable in accordance with the legislation of the Republic of Kazakhstan.

7.2. Oris Lab shall not be held responsible for technical glitches or interruptions in the operation of the Service and its components that occur due to reasons beyond its control or in the case of planned or unplanned maintenance activities for the Service and its components.

7.3. Oris Lab shall not be held responsible for temporary glitches and interruptions in communication lines, other similar disruptions, as well as for malfunctions of the Device through which the User accesses the Service.

7.4. Oris Lab shall not be held responsible towards the User for actions of other Users and any other participants of the Service.

7.5. Oris Lab shall not be held responsible for any direct or indirect damages, including loss of profit, damage from use, data loss, or any other non-material losses, damage to reputation, and other damages arising from: 1) the use or inability to use the Service by Users; 2) changes to the terms of the Oris Lab Agreement.

## **8. Duration and Termination of the Agreement**

8.1. Duration. This Agreement becomes effective on the day you accept it (as described in the preamble above) and remains in effect as long as you use the Service, unless terminated earlier in accordance with this Agreement.

8.2. Notwithstanding the foregoing, you hereby acknowledge and agree that this Agreement becomes effective upon the occurrence of the first of the following events: (a) the day you first used the Service or (b) the day you accepted this Agreement, which remains in effect as long as you use the Service, unless terminated earlier in accordance with this Agreement.

8.3. Termination on Your Part. If you wish to terminate this Agreement, you may do so by submitting a request to the customer support for discontinuing the use of the Service.

8.4. Consequences of Termination. Termination of this Agreement requires you to remove the Service and completely cease its usage. All provisions of this Agreement that, by their nature, should survive, will remain in effect after termination, including, but not limited to, provisions concerning ownership rights, disclaimers of warranties, and limitation of liability.

## **9. Miscellaneous Provisions**

9.1. All possible disputes arising from this Agreement or related to it shall be resolved in accordance with the current legislation of the Republic of Kazakhstan.

9.2. Oris Lab's failure to take action in the event of a breach of any provision of this Agreement by any User does not waive Oris Lab's right to take appropriate action in the future to protect its interests and defend its proprietary and non-proprietary rights to the materials protected by law within the Service.

9.3. No advice or information, whether oral or written, obtained from Oris Lab or through the Service, creates any warranties.

9.4. Questions, complaints, claims. For any matters related to the Service, you can contact us by sending an email to: [office@h2k.me](mailto:office@h2k.me).