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## 1. General Provisions

These Terms and Conditions of Use *(hereinafter referred to as the «Terms»)* govern access to and use of the Astana.kz Unified Digital Portal *(hereinafter referred to as the «Portal»)*, developed by JSC «Astana Innovations» *(hereinafter referred to as the «Company»)* and operated for the benefit of residents and entrepreneurs of Astana and employees of the Astana City Akimat.

The Astana.kz Portal is the official Unified Intelligent Digital Platform of Astana and is intended to provide residents, organizations and other interested parties with access to municipal services, public services, information about the city's infrastructure and other digital capabilities available through the Portal.

Use of the Portal constitutes the User's full and unconditional acceptance of these Terms. If the User disagrees with any provision of these Terms, the User must cease using the Portal.

The Company may amend these Terms unilaterally. The current version of the Terms is published on the Portal and enters into force upon publication. Continued use of the Portal after any amendments constitutes the User's acceptance of the updated Terms.

## 2. Terms and Definitions

The following terms are used in these Terms:

— **Portal** — the Astana.kz Unified Digital Portal, including all its sections, services, mobile applications and application programming interfaces *(APIs)*.

— **Company** — JSC «Astana Innovations», which develops, technically supports and enhances the Portal.

— **User** — any individual or legal entity that accesses the Portal or uses its services.

— **User Account** — the User's personal profile created upon registration on the Portal and providing access to personalized services.

— **Personal Data** — any information directly or indirectly relating to an identified or identifiable individual.

— **Services** — electronic public and municipal services, information resources, interactive tools and other features available through the Portal.

— **Content** — any materials published on the Portal, including texts, images, videos, documents, data and other information.

## 3. Registration Procedure and User Account

To access certain Services on the Portal, the User must register and create a User Account. Registration is carried out using an electronic digital signature *(hereinafter referred to as an «EDS»)* of the Republic of Kazakhstan or other identification methods supported by the Portal.

During registration, the User must provide accurate, correct and up-to-date information about themselves. The User bears full responsibility for the accuracy of the information provided.

The User must keep their account credentials confidential and must not disclose them to third parties. All actions performed using the User's Account are deemed to have been performed by the User.

If the User Account is accessed without authorization or account credentials are lost, the User must immediately notify the Company using the contact details provided on the Portal.

The Company may suspend or block a User Account if the User violates these Terms or the legislation of the Republic of Kazakhstan, or if there are reasonable grounds to suspect fraudulent activity.

## 4. Rights and Obligations of the User

### 4.1. The User has the right to:

— access the Portal's Services in accordance with these Terms and the applicable legislation of the Republic of Kazakhstan;

— submit appeals, applications and requests through the Portal within the scope of its available features;

— receive official notifications and responses to submissions within the prescribed time limits;

— contact the Portal's technical support service in the event of technical malfunctions or other difficulties.

### 4.2. The User must:

— comply with these Terms and the applicable legislation of the Republic of Kazakhstan when using the Portal;

— not use the Portal to disseminate illegal, harmful, offensive, discriminatory or misleading Content;

— not take any action intended to disrupt the operation of the Portal, its individual Services or its technical infrastructure;

— not gain unauthorized access to other Users' data, the Portal's system resources or connected information systems;

— not use automated tools (bots, parsers or scripts) to interact with the Portal without the Company's written permission;

— promptly update Personal Data in the User Account if previously provided information changes.

## 5. Rights and Obligations of the Company

### 5.1. The Company has the right to:

— modify the Portal's functionality, the list of available Services and these Terms without prior notice to Users, provided that the current version is published on the Portal;

— temporarily restrict access to the Portal or individual Services for maintenance, security purposes or troubleshooting;

— block User Accounts that violate these Terms or the legislation of the Republic of Kazakhstan;

— collect, process and store data about the use of the Portal to improve the quality of the Services provided.

### 5.2. Obligations of the Company:

— ensure the uninterrupted operation of the Portal and take prompt measures to remedy technical malfunctions;

— protect Users' Personal Data in accordance with the requirements of the legislation of the Republic of Kazakhstan on personal data and their protection;

— inform Users promptly of material changes in the operation of the Portal;

— ensure the operation of the technical support service and process Users' submissions within the prescribed time limits.

## 6. Personal Data Protection

The Company collects, processes and stores Users' Personal Data in strict compliance with the Law of the Republic of Kazakhstan «On Personal Data and Their Protection» and other applicable regulatory legal acts.

Users' Personal Data are used exclusively to ensure the operation of the Portal, provide public and municipal services, and improve the quality of Services.

Users' Personal Data are disclosed to third parties only in cases expressly provided for by the legislation of the Republic of Kazakhstan.

The Portal uses cookies — small text files stored on the User's device — to ensure the proper operation of Services, remember user preferences and analyze usage statistics. The User may disable cookies in their browser settings; however, doing so may limit access to certain Portal features.

Further details of Personal Data processing are set out in the Portal's Privacy Policy, which forms an integral part of these Terms.

## 7. Intellectual Property

All rights to the Portal, its design, source code, Content, trademarks, logos and other intellectual property made available on the Portal belong to the Company or to rights holders that have granted the relevant licenses, and are protected under the intellectual property legislation of the Republic of Kazakhstan.

The User is granted a limited, non-exclusive, non-transferable right to use the Portal solely for personal, non-commercial purposes. Reproduction, distribution, public display, adaptation or any other use of the Portal's Content without the Company's written permission is prohibited.

A User who publishes their own Content on the Portal (reviews, comments, documents or other materials) grants the Company a royalty-free, non-exclusive right to use such Content for the purpose of operating the Portal.

## 8. Limitation of Liability

The Company shall not be liable for losses incurred by the User as a result of: improper use of the Portal; technical failures caused by circumstances beyond the Company's control; actions of third parties who gain access to the User Account due to the User's fault; or temporary restrictions on access to the Portal in connection with scheduled maintenance.

The Company's aggregate liability to the User on any grounds shall be limited to the extent prescribed by the applicable legislation of the Republic of Kazakhstan.

## 9. Links to Third-Party Resources

The Portal may contain links to external websites and third-party services. The Company is not responsible for the content, privacy policies or security of such resources. The User follows external links at their own risk.

The presence of a link to an external resource does not constitute the Company's endorsement or recommendation of that resource or its content.

## 10. Accessibility and Technical Requirements

The Company strives to make the Portal accessible to all categories of Users, including persons with disabilities, in accordance with web accessibility standards.

For the Portal to function correctly, Users are advised to use current versions of the following browsers: Google Chrome, Mozilla Firefox, Safari and Microsoft Edge. The Company does not guarantee the proper operation of the Portal when outdated browser versions or non-standard software are used.

Access to certain Services on the Portal may require the installation of software for working with electronic digital signatures (NCA Layer) on the User's device.

## 11. Dispute Resolution Procedure

All disputes and disagreements arising between the User and the Company in connection with the use of the Portal shall be settled through negotiations. To resolve a dispute before court proceedings, the User shall submit a written claim to the Company at: **27 Seifullin Street, Astana, Republic of Kazakhstan**, or by email to **support@astana.kz.**

The Company shall review the claim and provide a reasoned response within 30 *(thirty)* calendar days of its receipt.

If the dispute cannot be resolved through pre-trial procedures, it shall be resolved by a court in accordance with the applicable legislation of the Republic of Kazakhstan at the location of the Company.

## 12. Governing Law

These Terms shall be governed by and interpreted in accordance with the legislation of the Republic of Kazakhstan. Matters not governed by these Terms shall be subject to the applicable legislation of the Republic of Kazakhstan.

## 13. Company Contact Details

For any questions relating to use of the Portal, operation of the Services or these Terms, the User may contact the Company:

— Full legal name: JSC «Astana Innovations»

— Registered address: 010000, 27 Seifullin Street, Saryarka District, Astana, Republic of Kazakhstan

— Email: support@astana.kz

— Telephone: +7 (7172) 25-13-35

— Company website: www.ain.astana.kz