

APPROVED BY
Director
“Geokurs” LLP
on the basis of an order dated
22.07.2020 No. 55

REGULATION
on the use of photo, video materials
“Geokurs” LLP

This regulation is a public offer (hereinafter affiliation agreement/agreement) by “Geokurs” LLP (hereinafter the Company) to any individual and/or legal entity with the intention to conclude an agreement with “Geokurs” LLP on the terms and in the manner established by this regulation and the current legislation of the Republic of Kazakhstan. It also contains all the essential terms of the agreement and the procedure for the provision of services.

1. BASIC PROVISIONS

1.1. For the purposes provided by this regulation, the following definitions and terms are used:

Client of the Company (client) - an individual and/or legal entity who has accepted this public offer and thus entered into an affiliation agreement with the Company. The subject of the agreement with the Company is the use of photos, video materials on the terms and in the manner prescribed by this regulation and the legislation of the Republic of Kazakhstan.

Company – “Geokurs” LLP (Geokurs), address: 050046, Almaty city, 150, Abai ave., 1a, BIN 080540001852, Tel. +7 (727) 229 00 00.

Parties – Client and the Company, who entered into an agreement on the grounds provided for in chapters 22 and 23 of the Civil Code of the Republic of Kazakhstan and in accordance with the conditions established by the agreement.

Materials - all materials posted on the site, including, without limitation, images, videos, and associated metadata, as well as the set and location of photos, video materials.

Site - a WEB site located at <https://surveyfotos.com/> on the Internet. On the Website, Clients are provided with around the clock and free of charge information necessary for the conclusion and execution of the agreement.

Acceptance - the purchase of a service by Client by registering on the Site. After registering on the Site, the client is acceded to this regulation.

Agreement - an agreement between Client and the Company, concluded on the conditions provided for by these regulations, in the manner prescribed by Articles 389 (“Affiliation agreement”), 395 (“An Invitation to offer. Public offer”) and 396 (“Acceptance”) of the Civil Code of the Republic of Kazakhstan.

1.2. The Company, on the basis of the Client's acceptance of this public offer and in accordance with the current legislation of the Republic of Kazakhstan, concludes an agreement with the Client on the terms set forth in this regulation.

1.3. This regulation is a public offer of the Company.

1.4. Acceptance is complete and unconditional, that is, the fact of registration by a client on the Company's Site is a complete and unconditional acceptance of all terms of this offer. The foregoing means that a person, registered on the Site and legally acquired the service, is considered to have read the terms of this offer, and, in accordance with the Civil Code of the Republic of Kazakhstan, is considered as a person, who entered into a contractual relationship with the Company, in accordance with the terms of this public offer.

1.5. The parties acknowledge the agreement as an affiliation agreement, according to which Client accedes to the conditions set forth in it, without any exceptions or reservations.

1.6. The agreement between Client and the Company is valid until the Parties fulfill their obligations in full under this regulation.

2. SUBJECT OF THE AGREEMENT

2.1. The subject of this offer is a proposal to conclude an agreement for the use of the Materials in the volumes and in the manner established by this regulation.

2.2. The Company provides the Client or the client's representative with services for the placement, purchase and sale of Materials posted on the site.

2.3. All Materials posted on the site are protected by copyright, trademark rights, patents, trade secrets and other laws and agreements regarding intellectual property. Any unauthorized use of any Materials is a violation of such laws and this Regulation. The Client undertakes not to copy, publish, display in frames, download, transfer, modify, adapt, rent, sell, distribute, display, license or decompile the site and any Materials, and also not to refer to them or create derivative works based on them. In

addition, the Client undertakes not to use any methods of data mining, robots and other methods of obtaining and extracting data and (or) images in connection with the site or Materials.

2.4. The Client may download, distribute, display and/or copy any Materials only after purchasing them.

2.5. It is forbidden to remove any watermarks and copyright notices present in the Materials.

3. CLIENT'S MATERIALS

3.1. With respect to any images, videos, texts, audio or any other materials that the Client adds or publishes on the Site, Clients declare and guarantee that they have all the necessary rights to send these Materials to the site and provide the consent described in this document; The Company will not need to obtain consent from any third parties or pay any payments (royalties) to third parties in connection with the use of Client's Materials; The Client's materials do not violate the rights of third parties, including the rights to intellectual property and privacy; the Client's materials comply with this Regulation and all applicable laws.

3.2. By adding its Materials, Clients provide Company with a limited, worldwide, non-exclusive consent, without any payments (royalties), the right to copy, forward, distribute, publicly present and demonstrate (through all currently known media or created in the future), as well as to create derivative products based on the Materials of the Client. This is performed with a view to provide the Client with the opportunity to edit and display the materials using the site. Also, Client's Materials will be archived or saved for disputes, legal proceedings or investigations. The consent described above will remain in effect until the Client removes the Materials from the site. In this case, the consent will be terminated within a commercially reasonable period of time. Notwithstanding the foregoing, a consent for legal archiving and preservation purposes will be valid indefinitely.

3.3. It is forbidden to add, post or transmit any video, image, text, audio recording or other material that:

- violate any third party's copyright or other intellectual property rights, as well as any publicity or privacy rights;
- contain pornographic, defamatory or other illegal or immoral material.
- use minors to generate income;
- depict illegal or violent behavior;
- depict cruelty to animals or violence against animals;
- promotes fraudulent schemes or gives rise to allegations of misleading advertising or unfair competition; or violates any laws, decrees or rules.

It is forbidden to use any materials of the Company for any purpose without acquiring consent to their use. Any use by Clients of Company's materials is governed by the applicable agreement, which is separately concluded between Clients and the Company. Demonstration and (or) public distribution of any materials of the Company without watermarks or without obtaining consent (both as part of a derivative work and independently) constitutes a violation of copyright.

4. CLAIMS OF COPYRIGHT VIOLATIONS

4.1. If the Client believes that any Materials available on the Site violate copyrights owned by another person, the Client must notify the Company by directing a message to email address: sales@geokurs.kz.

5. LIMITATION AND TERMINATION OF USE

5.1. Company has the right, at its sole discretion, to block, restrict, suspend or revoke access to the Site and (or) Company Materials in whole or in part, at any time without prior notice or obligations to Client. Any behavior that, at the sole discretion of Company, restricts other persons or prevents them

from using the Site, is strictly prohibited and may lead to the termination of Client's access to the Site without further notice.

6. COST OF SERVICES AND PAYMENT PROCEDURE

6.1. Company sets the cost of services based on the tariffs for each separate material. At any time, the Company will have the right to set new rates for the use of materials, having previously notified the Client.

7. DISPUTES RESOLUTION PROCEDURE, LIABILITY OF THE PARTIES

7.1. All disputes and disagreements between Client and the Company are resolved through negotiations. If no agreement is reached, disputes between the parties to be resolved in accordance with the current legislation of the Republic of Kazakhstan at Company's location.

7.2. The parties are responsible for non-fulfillment and/or improper fulfillment of their obligations under this agreement in accordance with the current legislation of the Republic of Kazakhstan.

8. FINAL PROVISIONS

8.1. All terms of the agreement between Client and the Company, including the essential ones, are given in this agreement and are an integral part of it.

8.2. In everything else that is not regulated or not fully regulated by this agreement, the Parties are guided by the current legislation of the Republic of Kazakhstan.