Contract offer

**about rendering services on providing access to fee-based sections @** [**KASEInfoBot**](https://t.me/KASEInfoBot) **in the Telegram mobile app**

city of Almaty

Hereby, the joint-stock company "Kazakhstan Stock Exchange", hereinafter referred to as the "Exchange", offers to the Client (the offer) to a conclude standard service contract on provision of access to paid @KASEInfoBot sections in the mobile application Telegram (hereinafter – the Contract). The Client accedes to the Contract as a whole (accepts the terms of the Contract) by means of the Acceptance of the offer.

# TERMS AND DEFINITIONS

**Acceptance of the offer** – complete and unconditional acceptance by the Client of the terms and conditions of this Contract by accession to the Contract in the manner prescribed by the Contract.

**Telegram –** cross-platform instant message exchange system (messenger).

**@KASEInfoBot** – the Exchange's bot in Telegram, as defined in the Regulations on terms of commercial dissemination of market data (<https://kase.kz/files/normative_base/MD_Policy_eng.pdf>), located at [https://t.me/KASEInfoBot.](https://t.me/KASEInfoBot)

**Information** – information, provided in **@KASEInfoBot**, as part of the Services.

**The Exchange's Internet resource** – the Exchange's website, located at https://kase.kz.

**Client** – an individual who has completed the Registration, Accepted the offer and paid for the cost of the Service in accordance with the terms of this Contract.

**Service** – provision of access to the paid service package in **@KASEInfoBot**, described in Appendix 1 to this Contract, in accordance with the terms of the Contract.

**Registration** – providing information in **@KASEInfoBot**, confirming the identity of the Client.

**Parties** – the Exchange and the Client.

**Device** – any device of the Client, including a mobile or stationary device/display, that provides the ability to log into **Telegram.**

**Electronic payment** – method of payment for the Service using a bank card, in accordance with the Rules for electronic payment for the service of providing access to the Telegram mobile application, which are Appendix 2 to this Contract.

# SUBJECT OF THE CONTRACT

* 1. In accordance with the Contract, the Exchange undertakes to provide the Client with the Service, and the Client undertakes to pay the cost of the Service in the manner and under the conditions specified in the Contract.
	2. The Contract is considered concluded from the moment the Client makes the first Electronic payment for the Service.
	3. The information provided to the Client in accordance with the Contract is intended solely for viewing by the Client. The Client is prohibited from reproducing, publishing or in any way distributing the Information.

# RIGHTS AND RESPONSIBILITIES OF THE PARTIES

* 1. The Exchange has the right to:
1. demand from the Client proper execution of conditions of the Contract;
2. suspend provision of Services to the client in case of:
	* untimely payment by the Client of the cost of the Service; or
	* when the Exchange reasonably considers any actions of the Client as violating the conditions of the Contract and/or the legislation of the Republic of Kazakhstan;
3. change the format of provision of the Service and/or provision of Information without prior notice to the Client;
4. change the composition of the Information and/or any part thereof without prior notice to the Client;
5. change unilaterally tariffs for the Service, and also make changes or additions to the Contract with the publication of a notice of such changes/additions on the Exchange's Internet resource at the following address: n[https://kase.kz/en/rules\_other/](https://kase.kz/en/rules_other/%20)[,](https://kase.kz/ru/rules_other/) no later than 10 (ten) calendar days prior to the effective date of the changes/additions;
6. execute other actions in accordance with the legislation of the Republic of Kazakhstan;

9) demand from the Client the provision of necessary documents in accordance with requirements of the legislation of the Republic of Kazakhstan.

* 1. The Client has the right to:

1) demand from the Exchange the proper provision of the Service and the fulfillment of other obligations stipulated by the Contract.

* 1. The Exchange undertakes to:
1. provide to the Client the Service after implementation by the Client of the Electronic payment.
2. properly fulfill all its other obligations stipulated by the Contract and the legislation of the Republic of Kazakhstan.
	1. The Client undertakes to:
		1. on his own follow any updates in mobile application Telegram, for the proper functioning of the messenger.
		2. make payment for the cost of the Service in full and within the established timeframes in accordance with the terms of the Contract;
		3. independently and at their own expense organize a communication channel (access to the Internet);
		4. notify in a timely manner the Exchange about changes in personal information, specified during the Registration process, such as last name, first name and patronymic, telephone number and other data.
		5. properly fulfill other obligations stipulated by the Contract and the legislation of the Republic of Kazakhstan.

# PROCEDURE AND TERMS OF PAYMENT

* 1. The Exchange provides Services under the Contract on conditions of full prepayment.
	2. The Client undertakes to independently pay for the Services in accordance with the selected paid package of @KASEInfoBot services, the list of which is defined in Appendix 1 to the Contract.
	3. The Exchange will no return money paid for Services in the following cases:
* If the Exchange provided the Service to the Client, but the Client for any reasons has not used this access in full; or
* if the Exchange provided the Client with the Service, but the Client, for some reason, used this access for an incomplete period for which the Client made the payment.
* if the Client has installed another paid service package @KASEInfoBot until the expiration date of the current package.

In cases, provided for by this item, the Service is considered as rendered by the Exchange properly.

# RESPONSIBILITY OF THE PARTIES

* 1. For failure to fulfill or improper fulfillment of obligations under the Contract, each Party shall be liable in accordance with the legislation of the Republic of Kazakhstan and the Contract.
	2. The Client is responsible for the accuracy of the information provided during the Registration.
	3. The Exchange shall not be liable for the untimely provision of the Service to the Client due to technical failures in the operation of equipment, software, or interruptions in the operation of communication channels.
	4. If the circumstances specified in item 5.3. of the Contract have continuously lasted for more than one business day, the Exchange shall compensate the Client for the time of absence of Access to Trading Information by providing proportionate additional Access time in the subsequent period.
	5. The Exchange shall not be liable:
1. for untimely provision of the Service to the Client in the event of a technical malfunction in the operation of the Telegram mobile application;
2. for any expenses of the Client, as well as any losses or damages arising from the use or inability to use the Information, or incurred as a result of errors, technical failures, changes in functions, defects, delays in the provision of Information that occurred through no fault of the Exchange, including the absence of or problems with access to the Internet at the Exchange due to the fault of the provider whose services the Exchange uses.

# DISPUTE RESOLUTION AND APPLICABLE LAW

* 1. The parties to the dispute, if it arises, are considered to be the Exchange and the Client who have entered into the Contract.
	2. In case of disagreements during the fulfillment of the terms of the Contract, the disputes between the Parties shall be resolved through negotiations. The Parties undertake to take all necessary measures to resolve disagreements out of court.
	3. In case of failure to reach mutual agreement between the Parties, disputes shall be resolved in court in accordance with the legislation of the Republic of Kazakhstan at the location of the Exchange.
	4. The applicable law for dispute resolution is the legislation of the Republic of Kazakhstan.

# FORCE MAJEURE

* 1. The Parties shall be released from liability for failure to perform or improper performance of their obligations under the Contract caused by force majeure circumstances, which are understood to mean any extraordinary and unavoidable circumstances under the given conditions that are not subject to reasonable control by the Parties to the Contract, including, but not limited to, wars, military actions, actions of government bodies, coup d'état, fire, natural disasters and other circumstances that the Parties could not foresee and that directly affected the fulfillment of obligations under the Contract.
	2. In the event of a force majeure circumstance, the deadline for fulfilling obligations under the Contract shall be extended in proportion to the time during which such circumstance was in effect.

A Party that becomes unable to fulfill its obligations under the Contract due to the occurrence of force majeure circumstances is obliged to notify the other Party of the impossibility of fulfilling its obligations within ten days from the date of the occurrence of this circumstance.

* 1. If the force majeure lasts for more than one month, the Parties have the right to refuse further performance of obligations under the Contract. In this case, neither Party has the right to demand compensation for any losses from the other Party.

# ANTI-CORRUPTION TERMS AND CONDITIONS AND PERSONAL DATA

8 1. In fulfilling their obligations under the Contract, the Parties and/or their employees shall not pay, offer to pay or permit the payment of money or valuables, directly or indirectly, to any persons, in order to influence the actions or decisions of such persons in order to obtain any undue advantages or other undue purposes.

* 1. When fulfilling their obligations under the Contract, the Parties and/or their employees shall not carry out actions that are qualified by the legislation of the Republic of Kazakhstan applicable for the purposes of the Contract as giving/receiving a bribe, commercial bribery, as well as actions that violate the requirements of the legislation of the Republic of Kazakhstan on combating corruption.
	2. Each Party shall refuse to incentivize in any way the employees of the other Party, including by providing money, gifts, gratuitous performance of work (services) for them, and other methods not specified in this item that place the employee in a certain dependence and aimed at ensuring that this employee performs any actions in favor of the Party incentivizing him.
	3. If a Party suspects that a violation of any anti-corruption conditions has occurred or may occur, the relevant Party undertakes to notify the other Party in writing within five working days. Following written notification, the relevant Party has the right to suspend the performance of obligations under the Contract until confirmation is received that no violation has occurred or will occur. This confirmation must be sent within five working days from the date of sending the written notification.
	4. Each Party guarantees that it has the necessary, duly executed consents of individuals (its employees/authorized persons) for the collection and processing by the other Party of their personal data transferred to the other Party, in accordance with the provisions of the legislation of the Republic of Kazakhstan. In this case, each Party undertakes to ensure the confidentiality and security of the personal data of employees/authorized persons of the other Party, received by it from them or from the Party itself, and the security of their processing for the purposes of and in connection with the execution of the Contract in accordance with the requirements of the legislation of the Republic of Kazakhstan on the protection of personal data. Also, the Party does not have the right to use the personal data of employees/authorized persons of the other Party, received from them or from the said Party, for purposes not related to the fulfillment of obligations under the Contract, and in any way transfer the personal data of employees/authorized persons of the other Party received under the Contract to any third parties for purposes not related to the fulfillment of obligations under the Contract, undertakes to store this personal data no longer than required by the purposes of their processing, and to destroy them upon achieving the purposes of processing, or in the event of loss of the need to achieve them, taking into account the requirements of the legislation of the Republic of Kazakhstan, to comply with other requirements of the legislation of the Republic of Kazakhstan on the protection of personal data within the framework of the execution of the Contract.

# TERM OF THE CONTRACT AND TERMINATION OF THE CONTRACT

* 1. The Contract shall enter into force from the moment of its conclusion, in accordance with item 2.2. of the Contract and is of indefinite duration.
	2. Each Party has the right to unilaterally terminate the Contract by notifying the other Party thereof by means of a corresponding written notice to the other Party no later than 10 (ten) calendar days prior to the expected date of termination of the Contract.

# FINAL PROVISIONS

* 1. The Parties may not transfer rights or delegate the performance of their obligations under the Contract to a third party without the written consent of the other Party.
	2. All notifications of changes and additions to the Contract, as well as changes and additions to the Contract, shall be communicated by the Exchange to the Clients by posting the relevant notice on the official Internet resource of the Exchange not later than 10 (ten) calendar days prior to the date of entry into force of the specified changes and additions.
	3. All notifications are sent by Clients to the Exchange by sending a written message to the Exchange's postal address specified in Section 11 of the Contract and/or to the e-mail address of the Information Products Promotion Department - mds@kase.kz".

# LOCATION AND BANKING DETAILS OF THE EXCHANGE

11.1.

Name: Kazakhstan Stock Exchange JSC

Legal address: 280 Baizakov St., North Tower "Almaty Towers", 8th floor, Almaty A15G7M6

Mail address: 280 Baizakov St., North Tower "Almaty Towers", 8th floor, Almaty A15G7M6

Phone: (8 727) 237 53 22

BIN: 931240000220

TRN: 600200049149

OKPO: 30084469

Bank account: KZ679491100000342657 in ALTYN BANK JSC (Subsidiary bank of China Citic Bank Corporation Limited)

BIC ATYNKZKA

Appendix 1 to the Contract about rendering services on providing access to fee-based sections @ KASEInfoBot in
the Telegram mobile app

|  |  |
| --- | --- |
| **Data composition** | **Service packages** |
| **Free** | **Standard** | **Premium** |
| Request on currency+ securities per day | To 5 requests per day | To 20 requests perday | Unlimited quantity |
| Notification of the price changes | No | No | Yes |
| Notification upon reaching the price | No | Yes | Yes |
| Notification by time | No | Yes | Yes |
| Indicators, cross rates | Yes | Yes | Yes |
| **Price over 30 calendar days, tenge** | **-** | **490** | **790** |