

Terms and Conditions for AIFC Law App

Joint stock company “Astana International Financial Centre Authority” (the ‘AIFC Authority’) owns and operates the AIFC Law App mobile application (the ‘Mobile Application’). By downloading the mobile application onto your device (the “Device”), you agree to these Terms and Conditions that are effective as of the date and time you use or access the Mobile Application. Please read these Terms and Conditions carefully before accessing or using the information and services available through this Mobile Application.

If you do not agree to these Terms and Conditions or [Privacy Policy](#) of the Mobile Application, we will not license the Mobile Application to you, and you must stop downloading and using it.

The AIFC Authority reserves the right to change these Terms and Conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on this website immediately. Please check the latest information posted herein to inform yourself of any changes.

1. Licence

AIFC Authority grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Mobile Application for your personal, non-commercial purposes.

2. Use of the Mobile Application’s Content

All information, text, materials, graphics, logos, button icons, images, video and audio clips, trademarks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, and control features of the mobile application (collectively referred to as the ‘Mobile Application’s Content’) is provided to you as a service to allow you and other users to browse the Mobile Application’s Content.

3. Licence Restrictions

You are only permitted to access and use the Mobile Application for your personal, non-commercial purposes, and you must not:

3.1 modify, publish, transmit, transfer, sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Mobile Application’s Content, in whole or in part, except as otherwise expressly permitted in these Terms and Conditions;

3.2 use the Mobile Application in violation of any applicable law or regulation;

3.3 use the Mobile Application to transmit, distribute, store or destroy material, including without limitation the Mobile Application’s Content, in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of the AIFC Authority or others or violate the privacy, publicity or other personal rights of others;

3.4 sell, modify or delete the Mobile Application’s Content or reproduce, display, publicly perform, distribute or otherwise use the Mobile Application’s Content in any way for any public or commercial purpose;

3.5 access data not intended for you or logging into a server or account which you are not authorised to access;

3.6 attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;

3.7 copy or adapt the code created to generate any Mobile Application’s Content or the screens making up the Mobile Application;

3.8 use the Mobile Application’s Content to impersonate or otherwise misrepresent your identity or affiliation with the AIFC Authority or any other person or entity;

3.9 use the Mobile Application's Content to send unsolicited mail or email, make unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertise of products or services;

3.10 use any device, software or routine to interfere or attempt to interfere with the proper working of the Mobile Application or any activity being conducted on the Mobile Application, including without limitation, material that contains viruses, Trojan horses or other computer programming routines or engines that are intended to damage detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; or

3.11 attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Mobile Application.

4. Consent to Electronic Communications and Solicitation

By downloading the Mobile Application, you authorise the AIFC Authority to send you (including via email and push notifications) information regarding the Mobile Application and relevant updates.

5. Age confirmation

By downloading and using the Mobile Application, you represent and warrant the following:

5.1 You are 18 years of age or older;

5.2 You are capable of entering into a legally binding agreement; and

5.3 You are not barred or otherwise legally prohibited from accessing or using the Mobile Application.

6. External Links

The Mobile Application may contain links to other independent third-party websites (the 'Third-party Sites'). Third-party Sites is not under the AIFC Authority's control, and the AIFC Authority is not responsible for and does not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

7. Intellectual Property

7.1 Except as otherwise expressly stated, the AIFC Authority owns or is an approved licensee to the copyright and all other intellectual property contained in the Mobile Application and the Mobile Application's Content, including but not limited to all text, images or links. All product names, trade names, service names, tag lines, or logotype distinguished in form, text, or otherwise from surrounding text, (collectively referred to as the "Marks") are trademarks owned by or licensed to the AIFC Authority, unless otherwise noted. The Marks on the Mobile Application are variously protected by the relevant laws. No use of any of these Marks may be made without the prior written authorisation of the AIFC Authority, except for the sole purpose of identifying the products or services originating from the AIFC.

7.2 You acknowledge that you have no right to have access to the Mobile Application in source-code form.

8. Indemnity

You agree to indemnify, defend and hold the Indemnified Parties (as defined below) harmless from and against any and all claims, liability, suits, judgments, litigation costs, causes of action, demands, recoveries, damages (actual and consequential), fines, penalties, losses, costs and expenses (including attorneys' fees) of any kind or nature incurred by any Indemnified Party arising from or in any way related to: your use of this Website (including, by third parties); your breach of these Terms and Conditions or any other terms referenced herein your violation of any law or the rights of a third

party. The term "Indemnified Parties" includes the AIFC Authority, its affiliates and their respective officers, directors, owners, agents, employees, information providers and copyright owners.

9. Termination

9.1 We may terminate these Terms and Conditions immediately by written notice to you:

- (a) if you commit a material or persistent breach of these Terms and Conditions which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; and
- (b) if you breach any of the Licence Restrictions.

9.2 On termination for any reason:

- (a) all rights granted to you under these Terms and Conditions shall cease;
- (b) you must immediately cease all activities authorised by these Terms and Conditions; and
- (c) you must immediately delete or remove the Mobile Application from all Devices, and immediately destroy all copies of the Mobile Application and Mobile Application's Content in your possession, custody or control and certify to us that you have done so.

10. Disclaimers of Warranties & Limitation of Liability

10.1 The Mobile Application and its Content are provided for information purposes only and should not be used as a basis for making business decisions nor should it be regarded by you as a substitute for specific professional advice. The AIFC Authority makes no warranties or representations to you as to the accuracy, authenticity or completeness of the content on the Mobile Application. The AIFC Authority is not responsible for any Mobile Application's Content posted on the Mobile Application and reserves the right to change or remove any content it sees fit.

10.2 Your use of the Mobile Application is at your sole risk. The Mobile Application and its Content are provided on an "AS IS", "without faults" and "as available" basis and, to the extent lawful, with no warranties whatsoever. The AIFC Authority expressly disclaims (to the fullest extent permitted by law) any and all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, freedom from computer virus, title, and non-infringement of proprietary rights.

10.3 The Mobile Application is only available for supported Devices and might not work on every Device. Determining whether your Device is a supported or compatible device for use of the Mobile Application is solely your responsibility, and downloading the Mobile Application is done at your own risk. The AIFC Authority does not represent or warrant that the Mobile Application and your Device are compatible or that the Mobile Application will work on your Device.

10.4 The AIFC Authority and its personnel are not liable for any direct, indirect, punitive, incidental, special, or consequential damages or loss (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) arising out of, or in any way connected with, the use or inability to use the Mobile Application and the Mobile Application's Content.

10.5 The material appearing on the Mobile Application may include technical, typographical or photographic errors. The AIFC Authority does not represent, warrant or endorse that any of the Mobile Application's Content is accurate, complete, reliable or current. The AIFC Authority may make changes to the materials contained on the Mobile Application at any time without notice. You acknowledge that any reliance upon such Mobile Application's Content shall be at your sole risk.

10.6 The AIFC Authority is not responsible for any problems or technical malfunction of any telephone network or lines, online systems, servers or providers, software, failure of any email due to technical problems or traffic congestion on the Internet or on the Mobile Application or combination thereof, including any injury or damage to any users related to or resulting from participation or downloading materials in connection with the Mobile Application.

10.7 Reference to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not constitute or imply its endorsement, recommendation, or

favouring by the AIFC Authority. The views and opinions of document authors do not necessarily state or reflect those of the AIFC Authority or any of its affiliates.

11. Governing law and Dispute Resolution

11.1 These Terms and Conditions as well as your access to the Mobile Application is subject to and governed by the Acting Law of the AIFC. If any dispute arises in the course of fulfillment of obligations under these Terms and Conditions, the parties must take all necessary measures to settle the disputes without recourse to litigation.

11.2 If the parties have not come to a settlement or in case either party avoids conduct of negotiations, any dispute, whether contractual or non-contractual, arising out of or in relation to these Terms and Conditions, including any question regarding its existence, validity or termination, may first be submitted to mediation at the AIFC International Arbitration Centre (the 'IAC') and its Arbitration and Mediation Rules 2018. If the dispute is not resolved by mediation, then the parties must refer the dispute to arbitration at the IAC. In that case, then any dispute, controversy, difference or claim arising out of or in relation to these Terms and Conditions, including its existence, validity, interpretation, performance, breach, or termination, must be referred to and finally resolved by arbitration administered by the IAC in accordance with the IAC Arbitration and Mediation Rules in force on the date on which the Request for Arbitration is filed with the Registrar of the IAC, which Rules are deemed to be incorporated into this clause. The number of arbitrators will be one. The seat of the arbitration will be the Astana International Financial Centre, Nur-Sultan, Kazakhstan. The language of the arbitration proceedings will be the English language.