

Terms of Use

1. Agreement

- 1.1. The AIFC Court and the IAC (collectively referred to in these Terms of Use as “the AIFC Court and the IAC”, “we”, “us”, “our”) are independent legal entities established in accordance with the Acting Law of the Astana International Financial Centre.
- 1.2. By accessing and using the eJustice Website (www.aifc-ejustice.kz; “the Website”), you are expressly consenting to these Terms of Use that are effective as of the date and time you use or access the Website (the “Terms”). Please read these Terms carefully before accessing or using the information and services available through this Website.
- 1.3. These Terms will constitute a legal agreement between “you” (the user of the Website) and the AIFC Court and the IAC. If you do not agree to, or cannot comply with, the Terms, please kindly refrain from using the Website.
- 1.4. These Terms may be modified or revised at any time without notice. By using this Website, you are agreeing to be bound by the then current version of the Terms.

2. Use of Website Content

- 2.1. All information, text, materials, graphics, logos, button icons, images, trade marks (whether registered or not), layout, arrangement, graphical user interface, look and feel, and control features of the Website (collectively, “Website Content”) is provided to you as a service to allow you and other users to browse the Website Content.
- 2.2. You are only permitted to access and use the Website for your personal, non-commercial purposes, and you must not use the Website:
 - 2.2.1. In any way that breaches any applicable local, national or international law or regulation;
 - 2.2.2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 2.2.3. For the purpose of harming or attempting to harm any person in any way;
 - 2.2.4. To send, knowingly receive, upload, download, use or re-use any material which does not comply with any applicable local, national or international law or regulation;
 - 2.2.5. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - 2.2.6. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - 2.2.7. To sell, modify or delete the Website Content or reproduce, display, publicly perform, distribute or otherwise use the Website Content in any way for any public or commercial purpose;
 - 2.2.8. To access data not intended for you or logging into a server or account which you are not authorised to access;
 - 2.2.9. To attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;
 - 2.2.10. To copy or adapt the code created to generate any Website Content or the pages making up the Website;
 - 2.2.11. To use the Website Content to impersonate or otherwise misrepresent your identity or affiliation with the AIFC Court and the IAC or any other person or entity;
 - 2.2.12. To attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Website.
- 2.3. You are permitted to electronically copy or print sections of the Website for your own personal, non-commercial use. Any other use of materials on the Website without our prior written consent is strictly prohibited.
- 2.4. You may not modify paper or digital copies of any materials you have printed off or downloaded in any way, and you may not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 2.5. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
- 2.6. The AIFC Court and the IAC are not responsible for any Website Content posted on the Website and reserves the right to change or remove any content it sees fit.

3. Privacy Policy

- 3.1. The AIFC Court and the IAC may for certain types of personal data processing, be subject to laws from other jurisdictions. As such, it is the policy of the AIFC Court and the IAC to respect the privacy of our

Website users. Whenever and wherever possible, the AIFC Court and the IAC will treat the information you provide with utmost care and confidentiality, in accordance with any applicable laws.

4. Cookies Policy

- 4.1. A cookie is a small text file that is unique to the web browser on your computer, which is used to retain user preferences, and enhance browsing experience ("Cookie"). The AIFC Court and the IAC use Cookies to track overall site usage and enables us to provide a better user experience.

5. Intellectual Property

- 5.1. All Website design, text, graphics and the selection and arrangement of them are Copyright of the AIFC Court and the IAC. Pictures used on the Website are the copyright of the AIFC Court and the IAC and/or the photographer/licensing agency. All rights are reserved. No part of the Website or the content on it may be reproduced, stored or transmitted in any form or by any means electronic, mechanical, photocopying, recording or otherwise, without full attribution. The AIFC Court and the IAC welcome and encourage the use and dissemination of the material included in our publications. Some material on the Website is not ours and is reproduced with the permission of the owner. To reproduce this material, you will need to seek permission from the copyright holder/s (as indicated in the photo copyright section on this page).
- 5.2. All trading names, brand names, products and service names and titles and copyrights used on the Website are trademarks, trade names and service marks or copyrights of their respective holders. No permission is given by us for their use by any person other than such holders and such use may constitute an infringement of the holders' rights.

6. Indemnity

- 6.1. 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 the Website (including, by third parties); your breach of these Terms or any other terms referenced herein your violation of any law or the rights of a third party.

"Indemnified Parties" means the AIFC Court and the IAC, its respective officers, agents, employees, information providers and copyright owners.

7. Termination of Service

- 7.1. The AIFC Court and the IAC reserve the right, in its sole discretion, to restrict, suspend or terminate your access to all or any part of the Website at any time for any reason without prior notice or liability. The AIFC Court and the IAC may change, suspend or discontinue all or any aspect of the Website and at any time, including the availability of any feature, database, Website Content, without prior notice or liability. Notwithstanding such termination or suspension, you will continue to be subject to clauses 2, 3, 5, 6, 7, 8, 10, 11 and 12 of these Terms. Except as otherwise expressly stated in these Terms, the AIFC Court and the IAC shall not be liable to you or to any third party for any modification, termination, suspension or discontinuation of the Website.

8. Links to Third Party Websites

- 8.1. The use of third party Websites is entirely at your own risk and we accept no liability for the content of any linked site or any link contained in a linked site. Links provided on the Website are provided to you only for reference. The inclusion of any link does not imply reliability and endorsement by us of the content of any third party's Website.

9. Communications via the Website

- 9.1. Where you are given the facility to enter information on to, or communicate via the Website, you agree to use the Website for lawful and civil purposes only and that you will not (nor allow others to):
 - 9.1.1. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any one or any entity;
 - 9.1.2. post any statements which are intentionally false or misleading;
 - 9.1.3. post any material which you do not have the right to transmit; or

9.1.4. post or transmit any advertising, promotional materials or other forms of solicitation.

10. Disclaimers

- 10.1. We do not warrant that the Website will be available at all times or that it is virus or error free. Whilst we make all reasonable attempts to exclude viruses from the Website, we cannot ensure such exclusion and no liability is accepted for viruses. You are therefore recommended to take all appropriate safeguards before downloading information or images from the Website.
- 10.2. The material appearing on our Website may include technical, typographical or photographic errors. The AIFC Court and the IAC do not represent, warrant or endorse that any of the Website Content is accurate, complete, reliable or current. The AIFC Court and the IAC may make changes to the materials contained on the Website at any time without notice. You acknowledge that any reliance upon such Website Content shall be at your sole risk.
- 10.3. The AIFC Court and the IAC are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on the Website or combination thereof, including any injury or damage to any users or to any person's computer related to or resulting from participation or downloading materials in connection with the Website.
- 10.4. Any advice given on the Website is for guidance purposes only. Any such advice should not be relied upon or used as a substitute for legal or other professional advice on your specific requirements.
- 10.5. 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 Court and the IAC. The views and opinions of document authors do not necessarily state or reflect those of the AIFC Court and the IAC or any of its affiliates.

11. Our Liability

- 11.1. The material displayed on our Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we and third parties connected to us hereby expressly exclude:
 - 11.1.1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
 - 11.1.2. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our Website, any Websites linked to it and any materials posted on it, including, without limitation any liability for:
 - 11.1.2.1. loss of income or revenue;
 - 11.1.2.2. loss of business;
 - 11.1.2.3. loss of profits or contracts;
 - 11.1.2.4. loss of anticipated savings;
 - 11.1.2.5. loss of data;
 - 11.1.2.6. loss of goodwill;
 - 11.1.2.7. wasted management or office time; and
 - 11.1.2.8. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

12. Miscellaneous

- 12.1. These Terms contain everything the AIFC Court and the IAC and you have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this document was executed.
- 12.2. Each provision of these Terms is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this document in the relevant jurisdiction, but the rest of this document will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.
- 12.3. These Terms as well as your access to the Website is subject to and governed by the Acting Law of the AIFC. Any dispute regarding these Terms or our handling of your personal information and general information is subject to the exclusive jurisdiction of the AIFC Court and the IAC.