

## **Public contract (Offer) on the provision of information services**

### **1. GENERAL PROVISIONS**

1.1. This Public Contract (the Offer, Contract) is an official offer from AltynPay LLP (AltynPay) BIN 160940000886, acting as a "Service Provider" on behalf of <https://www.cappertrophy.com> website, on information services, able-bodied individuals who have reached the age of 21 (further - Subscribers) on the following terms by providing information on the forecasts of the possible outcome of the event (cappers) and used by the Subscriber at his discretion, for a fee set by this contract.

1.2. Acceptance (acceptance) of this Offer, in accordance with Part 1 art. 396 of the Civil Code of the Republic of Kazakhstan (GC) means full and unconditional acceptance by the Subscriber of all conditions without any exceptions and/or restrictions and is equated in accordance with Part 2 of Art. 397 GK RK to the conclusion of a bilateral written agreement by the parties on the terms set out below in this offer.

1.3. This public service (Offer) public contract is considered to be concluded (accepted) from the moment the Subscriber fills out an account on the Service Provider's Website and/or the Subscriber's cash in receipt to the Service Provider's checking account. The Service Provider and the Subscriber provide mutual guarantees of their eligibility necessary for the conclusion and implementation of this Information Services Treaty.

### **2. T&C's**

2.1 For the purposes of this Offer, the following terms are used in the following sense:

2.1.1 Offer is a real public contract for the provision of information services.

2.1.2 Website is an Internet site: <https://www.cappertrophy.com> used by the Property Service Provider.

2.1.3 Information Services - Information provided by the Service Provider, the types of which are identified on the Site, as well as the services to provide the Subscriber access to the site's paid resources in accordance with the terms of the Offer for the subscriber's use of the received information at his discretion. The form of information services is determined by the Service Provider.

2.1.4 Offer acceptance is the complete and unconditional acceptance of the Offer by filling out an account and acting on 100% pre-payment of information services.

2.1.5 Service Provider - AltynPay LLP (AltynPay) BIN 160940000886, has the right to provide Information Services to the Subscriber under the terms of this Offer by accessing the site's information resources on a paid basis.

2.1.6 Subscriber is the person who carried out the Offer Acceptance and the terms set out in it.

2.1.7 The Information Services Contract (the Contract) is a contract between the Subscriber and the Information Services Provider, which is concluded through the Acceptance of the Offer.

### **3. OFFER**

3.1. The subject of this Offer is to provide the Information of a Services Provider to the Subscriber, in accordance with the terms of this Offer by providing Information Services in an interactive (online)

format for payment paid by the Subscriber to the Service Provider. The cost of each type of information service is set on the Service Provider. This Information Services Contract is considered to have been concluded from the moment of acceptance of this offer by filling out the subscriber's account on the Service Provider's Website and receiving funds into the Service Provider's checking account.

3.2. Payments under this contract are one of the ways offered to the Subscriber on the Site.

#### **4. THE FREE INFORMATION**

4.1. The service provider provides the Information Service to the Subscriber by providing access to the closed area of the site, by transferring passwords of access, provided 100% prepayment of this service.

4.2. Size, types and ways to pay for each type of Information Service are listed on the Site.

4.3. The service provider undertakes to provide the Subscriber with an Information Service by granting the Subscriber access to the closed area of the Site within 1 working day from the date of receipt of the funds into the Service Provider's checking account.

4.4. If, within 2 business days of paying the cost of the Information Service, the Subscriber has not gained access to the Information Service for any reason, he or she must contact the Service Provider Support Service at [info@cappertrophy.com](mailto:info@cappertrophy.com). This offer has the power of a service act. Acceptance of the service is made without signing the relevant act.

4.5. The service provider reserves the right to block the Subscriber's access to The Information Services without returning the fee, in case of violation of the rules of use of the Site. These violations are, but not limited to: incitement to ethnic conflicts, advertising, obscene statements, establishing the fact of transferring of the details for access to the closed zone of the Site, to third parties for payment or gratuitously. The subscriber's use of information and materials obtained as a result of obtaining Information Services is permitted only for personal purposes and for personal use of the Subscriber.

#### **5. REGISTRATION ON SITE**

5.1. It is possible to provide the Subscriber with the Information Service if they create an account on the Site. The account must contain the name, the name of the Subscriber, the date of birth, the number of the passport or identity card, his email address, mobile phone number, the country of residence (registration), the currency of payments. The subscriber is responsible for the privacy of the password. When a Subscriber establishes the facts of unauthorized access to his account, he undertakes to notify the Service Provider Support Service provider as soon as possible: [info@cappertrophy.com](mailto:info@cappertrophy.com).

#### **6. RIGHTS OF THE SERVICE PROVIDER**

6.1. The service provider is committed to providing the Subscriber with 24-hour access to the Site using the Subscriber's account. The Service Provider, in the process of providing the Information Service, assumes the responsibility of technical support of the service provided.

6.2. The service provider is responsible for storing and processing the Subscriber's personal data, ensuring the confidentiality of this data during its processing and using it solely to provide the Subscriber's information service.

6.3. The service provider has the right to block the Subscriber's account if he violates the rules of use of the Site specified in 4.6. offer without a refund.

## **7. RIGHT AND THE PRESIDENT**

7.1. Subscribers are required to provide reliable information about themselves during the process of creating an account (registration) on the Site. The subscriber is responsible for the reliability of such information.

7.2. The Subscriber undertakes not to reproduce, re-repeat, copy, not to sell, nor to use for any purpose the information and materials that have become available to him in connection with the provision of the Information Service, except for their personal use.

7.3. The subscriber is required to maintain the equipment and communication channels that provide him with access to the Site, to enter the Site under his account at the same time from only one personal computer. The service provider is not responsible for the failure to provide (poor provision) of the Information Service for reasons beyond the control of the Service Provider (including due to non-performance of 7.1 of this Offer).

7.4. The subscriber enjoys all consumer rights in accordance with the current legislation of the Republic of Kazakhstan, which regulates the relationship on retribution of services.

7.5. If a subscriber is provided with an inadequate quality service, the subscriber is entitled to take advantage of the rights under Art.

7.6 Kazakhstan's Protection Act consumer rights" only in cases where the violation of his rights was the fault of the Service Provider and if the circumstances were proven. All claims for the quality of the Information Service must be forwarded by the Subscriber to the Service Provider by sending an email to: [info@cappertrophy.com](mailto:info@cappertrophy.com). The period of consideration of the claim by the Subscriber to the Service Provider is 30 (thirty) days (including claims containing the claim for a refund) from the moment the claim is received to the Service Provider, after which the Service Provider makes one of the following decisions: 1) to disagree with the claim and to refuse to return the money, or 2) to agree to the claim and to satisfy the claim.

7.7. If the Provider decides to return the money, the money is returned to the Subscriber by: crediting to the Subscriber's account in payment systems, credit card, personal account, or other details agreed by the parties. All refunds are made subject to an email to the Provider of Services, which will be emailed to the Subscriber. It is made unconditionally clear by the parties that the final decision on the way to return the money remains at the discretion of the Service Provider on a case-by-case basis. In the case of a refund to the Subscriber's account in the bank or to the Subscriber's account in the payment system, a completed application for a refund with the subscriber's signature on the form in the scanned electronic form is sent by email to the Service Provider (the following file formats are allowed: gif, jpeg, pdf). The application for the return of the Money must contain the information about the Subscriber's account, the banking institution where the account is stored, its address. In the absence of the necessary information required for a refund, the Service Provider does not guarantee that the deadlines set out in 7.8 are met.

7.8. Cash is deposited into the Bank account specified by the Subscriber within 30 calendar days of the Subscriber's claim. The financial document confirming the transfer of funds by the Service Provider to the Subscriber's account is proof that the Service Provider has fulfilled the obligation to return the funds to the Subscriber, which is accepted unconditionally by the parties.

## **8. RESPONSIBILITY OF THE SERVICE PROVIDER**

8.1 The service provider and the Subscriber, taking into account the nature of the service, undertake to apply a pre-trial procedure for resolving the dispute in the event of disputes and disagreements related to the provision of the Information Service. If it is not possible to resolve the dispute in the pre-trial order, the parties have the right to appeal to the judicial authorities.

8.2 The parties are liable in accordance with the law of the Republic of Kazakhstan for non-compliance or improper performance of obligations under this Offer.

## **9. SPECIAL FREE**

9.1. The subscriber, accepting the terms of this Offer, also assumes the risk of non-profit and the risk of possible losses associated with the use of information obtained by the Subscriber during the provision of the Information Service.

9.2. Information obtained by the Subscriber in the course of providing information services is used by the Subscriber at will and is by no means the official position or point of view of the Service Provider.

9.3. In the case of a paid subscription to receive forecasts, the Subscriber agrees to receive e-mail notifications for each new forecast of his chosen Forecaster(s). The user can at any time unsubscribe from receiving e-mail notifications of a specific Forecaster by clicking on the link listed in the e-mail notification or using the functionality of the site in the "Paid subscriptions" section of his profile.

## **10. FORCE MAJEURE**

10.1. Parties are exempt from liability for partial or total non-compliance with obligations this Treaty, if this failure was the result of the act of irresistible force (force majeure) that arose after the conclusion of this Treaty and made it impossible to fulfil the obligations under the terms of this Treaty. Such circumstances in particular, but not limited to, include emergencies of a man-made, natural or environmental nature, accidents in electricity systems, destruction of these systems, caused, in particular, by earthquakes, floods, hurricanes, etc., prolonged lack of electricity and Internet for reasons beyond the control of the parties, military action, rebellion, strike, riots, riots and other illegal actions, flooding, fire, anti-terrorist operations, earthquake and other natural disasters, war, military actions, uncontrolled, illegal actions and acts of vandalism of third parties, revolutionary actions, public unrest, acts or actions of organs government, the adoption of legal or by-laws that directly affect the parties' ability to comply with the terms of this treaty, and any other extraordinary circumstances. The Parties agreed that, in the event of circumstances under Article 10.1. The treaty, the duration of the obligations under this Treaty, is extended to the period of time during which these circumstances and their consequences have operated.

10.2 If force majeure and their consequences continue for more than six months, the parties should negotiate as soon as possible to identify alternative ways of doing so acceptable to both Parties Treaty and the achievement of appropriate written arrangements.

## **11. OTHER PROVISIONS**

11.1. The subscriber ensures that all the terms of the offer are clear to him and he accepts them unconditionally and fully, without any conditions, exemptions and reservations.

11.2 In a case that is not resolved by this Treaty, parties are committed to following the rules established by the current legislation of the Republic of Kazakhstan. The legislation of the Republic of Kazakhstan applies to this treaty.

11.3. Parties give each other consent to the processing and storage of personal data that they become known to, in relation to the conclusion of this Treaty, within the limits required by applicable law Kazakhstan. I fully agree with the terms of this offer ξ