

PUBLIC OFFER

LLP «IKIDZ» – provision of services through the mobile application «IKIDZ»

1. Terms and General Provisions

1.1. This offer (hereinafter – the “**Offer**”) is a public proposal by Limited Liability Partnership «IKIDZ» (hereinafter – the “**Contractor**”, “**Company**”) to conclude an agreement for the provision of services under the terms set forth in this Offer.

1.2. Acceptance of the Offer (agreement to its terms) occurs by:

- (a) registering in the mobile application «IKIDZ» and completing the registration form, and/or
- (b) paying for services through the mobile application.

Upon acceptance of the Offer, a public contract (hereinafter – the “**Contract**”) is deemed concluded between the User and the Contractor.

1.3. Terms used in this Offer are interpreted as follows:

- “**User**” – an individual (including a legal representative of a minor) who has accepted the Offer;
- “**Mobile application (App)**” – the «IKIDZ» software for interaction with the service;
- “**Subscription**” – a tariff or membership type paid for by the User;
- “**Subscription Activation**” – the start date of service provision under the Subscription (as indicated in the App);
- “**Registration Form**” – a form joining the Offer, containing personal data and service terms, and being an integral part of the Contract;
- “**Centers / Partner Locations**” – physical locations where services are provided by the Contractor’s partners.

2. Subject of the Contract

2.1. The Contractor provides the User with access to the App’s functionality and organizes the provision of services in the areas of children’s education, sports, creativity, and leisure (group and individual classes, events, competitions, etc.) in accordance with the Subscription selected by the User.

2.2. Services are provided through partner organizations. The Contractor is not responsible for organizational specifics of third-party partners.

2.3. The location, duration, format, and other conditions of service provision are determined according to the description of the Subscription selected in the App.

3. Registration, QR Code, and Identification

3.1. To access services, the User completes the registration form, provides accurate personal data, and uploads (provides) a photo (biometric data if required) for identification. Registration data is personal and must not be disclosed to third parties.

3.2. After registration, the User receives a QR code to access the Centers. The QR code is intended solely for using the Subscription to which it is assigned. Transferring the QR code or access to third parties is strictly prohibited. In case of such transfer, the Contractor may suspend access and/or terminate the Contract without refund.

4. Service Fees, Payment, and Refunds

4.1. The cost of services is determined by the price list and the terms of the selected Subscription published in the App at the time of purchase. The settlement currency is the national currency of the Republic of Kazakhstan – Tenge (KZT).

4.2. Payment is made cashless via the payment platforms in the App or by transfer to the Contractor’s settlement account. The payment date is considered the date funds are received in the Contractor’s account.

4.3. Payment structure:

- 70% of the Subscription price – service provision cost;
 - 30% – registration/membership fee (including administrative costs).
- The membership fee is non-refundable under any circumstances.

4.4. In case of early termination initiated by the User, the refundable amount is calculated after deductions for:

- (a) non-refundable membership fee;
- (b) cost of services actually provided;
- (c) administrative penalty of 20% of the remaining amount after deducting the cost of services actually provided.

Refunds are made within 30 banking days from the date of acceptance of the refund request by the Contractor. The Contractor reserves the right to refuse a refund in case of rights abuse or violation by the User.

4.5. Bonuses, gift certificates, and promotional offers are not subject to cash compensation unless otherwise stated in the terms of the relevant promotion.

5. Subscription Freeze (Suspension)

5.1. Freeze – temporary suspension of service provision with extension of the Subscription period by the freeze duration. Freezing is provided upon User’s request via the App or manager and must be applied before the freeze period; retroactive freezing is not applied.

5.2. Standard freeze limits:

- Annual subscription – 30 calendar days;
- Nine-month subscription – 15 calendar days;
- Six-month subscription – 7 calendar days.

Freezing is allowed no more than once per month and within the total limit specified in the Subscription conditions.

5.3. Once the freeze limit is reached, further extension is not provided.

The duration of paid additional services may be extended in accordance with the freeze period.

6. Contractor’s Rights and Obligations

6.1. The Contractor undertakes to:

- provide access to purchased services according to the Subscription terms and duration;
- ensure the App functions, except for planned or emergency technical maintenance;
- inform the User about significant changes in service terms, schedules, and access rights.

6.2. The Contractor has the right to:

- change the list of Centers, schedule, and service composition; new addresses and services are considered included in the Contract from the moment of publication in the App;
- temporarily limit or suspend access in case of User’s violation of the Contract terms;
- request supporting documents (e.g., medical certificates) if the User’s health may pose a risk;
- restrict access if registration, personal data, or photo required for identification are missing;
- terminate the Contract unilaterally in case of gross violations (including transfer of access to third parties), without refund, with prior notice according to the Contract;
- unilaterally amend the terms of this Offer; new terms come into effect upon publication in the App.

7. User’s Rights and Obligations

7.1. The User undertakes to:

- provide accurate data during registration and update it timely;
- comply with rules and instructions at the Centers;
- not share login credentials or QR code with third parties;
- refrain from attending classes in case of medical contraindications and provide supporting documents if requested;
- timely pay for additional services.

7.2. The User has the right to:

- receive services according to the selected Subscription;
- obtain information on the Centers’ operation;
- submit proposals or complaints via the App or WhatsApp;
- terminate the Contract in accordance with Section 4 provisions.

8. Liability and Limitation of Liability

8.1. Parties are liable for non-performance or improper performance of obligations in accordance with the legislation of the Republic of Kazakhstan and this Offer.

8.2. The Contractor is not liable for:

- damage caused by quarantine, sanitary, legislative, or other restrictions imposed by government authorities;
- harm resulting from the User's negligence or failure to comply with safety requirements;
- unlawful acts of third parties;
- temporary disruptions in Internet, payment systems, or third-party infrastructure.

8.3. The Contractor's liability is limited to the amount actually paid by the User for the relevant Subscription period, unless intentional or gross negligence by the Contractor is proven.

8.4. The User undertakes to compensate all losses incurred by the Contractor or third parties due to User's violations of the Contract (including legal costs, payment system fees, etc.).

9. Force Majeure

9.1. Parties are released from liability for partial or complete non-performance of obligations due to force majeure circumstances occurring after the Contract conclusion, such as natural disasters, wars, epidemics, acts of authorities, power outages, etc. The party affected must notify the other party within a reasonable time and provide supporting documents if necessary.

10. Termination of the Contract

10.1. The User may terminate the Contract by sending a written request via the App or WhatsApp; the notice period is at least 30 calendar days unless otherwise provided by the Subscription.

10.2. The Contractor may terminate the Contract unilaterally in case of the User's violations, with prior notice as established in the App; refund is not guaranteed.

10.3. Upon expiry of the Subscription, the Contractor's obligations are deemed fulfilled.

11. Confidentiality and Personal Data

11.1. The Contractor collects, stores, and processes the User's personal data in accordance with the legislation of the Republic of Kazakhstan for the purpose of fulfilling the Contract and providing services.

11.2. Processed data may include full name, date of birth, contact details, passport data, address, legal representatives' details, photos/biometric data, and health information (as necessary and with consent). Special categories of data are processed only with separate voluntary consent and only to the extent necessary to provide services.

11.3. The User consents to receiving SMS/Push notifications, email newsletters, video surveillance in Centers for safety and dispute resolution, and use of photos/videos for advertising and informational materials upon separate consent.

11.4. The Contractor will not transfer personal data to third parties except:

- (a) to perform the Contract (partner operators, payment agents);
- (b) under legal requirements or government requests;
- (c) with the User's consent.

12. Intellectual Property

12.1. All rights to the App, its design, content, and other intellectual property belong to the Contractor or are lawfully licensed. The User is granted a limited, non-exclusive license to use materials within the scope of this Contract; any other transfer of rights is prohibited.

13. Claims and Dispute Resolution

13.1. All claims regarding service quality or other issues must be submitted in writing via the App or WhatsApp. Claims are reviewed within 30 calendar days from receipt.

13.2. All disputes arising from this Contract, as well as related agreements, must be resolved in the permanent Arbitration "Femida", established by LLP "Arbitration Femida", BIN 191140010347, in accordance with its Rules, by a panel of one presiding arbitrator, in Russian, in Almaty, at the location of the Arbitration, in written proceedings only.

14. Amendments to the Offer

14.1. The Contractor may unilaterally amend or supplement this Offer. The new version comes into effect upon publication in the App or on the official website, unless stated otherwise. Continued use of the App after publication constitutes acceptance of the new terms.