**Agreement**

This User Agreement (hereinafter - the Agreement), in accordance with the provisions of Article 395 of the Civil Code of the Republic of Kazakhstan, is a public offer of the Association of legal entities “Center for Analysis and Investigation of Cyber Attacks” (hereinafter - the Company) to use the website www.kazhackstan.com (hereinafter - the Website). This Website was created to provide information about the KazHackStan conference (hereinafter - the Conference). This Agreement is addressed to any individual or legal entity (hereinafter referred to as “User”) on the terms and conditions set forth below. Unconditional acceptance of the terms of the Agreement shall be deemed to be the performance by the User of any actions aimed at the use of the Website.

**1. SUBJECT MATTER**

1.1. The Company grants the User a non-exclusive license to use the Website free of charge.

1.2. User shall use the Website according to the terms of the Agreement.

**2. TERMS OF USE**

2.1. The User uses the Website in accordance with the applicable laws of the Republic of Kazakhstan, the Agreement and the Personal data collection and processing policy (hereinafter - the “Policy”).

2.2. In the event of a conflict between the terms of the Agreement and the Policy, the terms of the Agreement shall apply.

2.3. All actions performed by the User on the Website are considered to be performed by the User personally.

2.4. The Website is provided on an “as is” basis.

2.5. The User assumes all risks associated with the use of the Website.

2.6. The Company does not give any explicit or implied guarantees to the User with regard to the Website and (or) information posted on the Website, including design elements, text, graphics, illustrations, photos, etc., which belong to the Company or third parties (hereinafter - the Content). The Company does not guarantee (including, but not limited to): suitability for specific purposes (including commercial), safety and security, accuracy, completeness, performance, system integration, uninterrupted operation, absence of errors, correction of failures, legality of use in any territories outside the Republic of Kazakhstan.

2.7. The operators of wired and wireless communication networks, through which access to the Website is provided, affiliated entities, suppliers, and agents do not provide any warranties in relation to the Website.

2.8. The terms of participation in events organized by the Company are governed by the Rules of Participation in Events.

2.9. To attend the Conference, the User completes a free registration by using the registration form located on the Website.

**3. PROHIBITED ACTIVITIES**

The User is prohibited from:

3.1. attempting to access another User's personal data by any means, including (but not limited to) deception, abuse of trust, or hacking of the Website.

3.2. Engaging in any actions, including those of a technical nature, aimed at disrupting the normal functioning of the Website.

3.3. Using any technical means to collect and process information on the Website, including the personal data of other Users.

3.4. Attempting to circumvent established technical restrictions.

3.5. Copying, modifying, preparing derivative works, decompiling, disassembling, or attempting to uncover the source code, or making any other modifications to the Website.

3.6. Misleading other Users or the Company in any way.

3.7. Impersonating another person or their representative without sufficient authority, including the Company or its employees, as well as using any other forms and methods of illegal representation of others.

3.8. Using phone numbers, mailing addresses, E-mail addresses to send spam, messages of commercial and non-commercial nature.

3.9. Using the content posted on the Website, including (but not limited to) text, images, and graphic elements.

3.10. Using the Company's trademarks. The Website may also contain trademarks of third parties. Such trademarks are posted on the Website solely for informational purposes. The Company is not the owner of such trademarks. Using such trademarks is also prohibited.

**4. INTELLECTUAL PROPERTY**

4.1. The Company is the rightful owner of the Website and its components (source code, design, layout, databases).

4.2. The Company guarantees that it is the rightful owner of the Content it posts or has the right to use such Content.

4.3. The non-exclusive license to the Website is limited to the right of use, and none of the provisions of the Agreement imply the transfer of exclusive rights to the Website and its components to the User.

4.4. A non-exclusive license is granted for the term of the Agreement throughout the world.

4.5. Any use of the Website or content, except as permitted by the Agreement or explicitly authorized by the Company, is prohibited without prior written consent from the Company.

**5. USER REQUESTS**

5.1. The Company is entitled to provide consulting support to the User at the E-mail address [khs@cybersec.kz](mailto:khs@cybersec.kz).

5.2. The User should provide their contact information and the text of their inquiry. Documents can be attached to the inquiry.

5.3. Procedure for handling inquiries:

* within 5 (five) business days from the receipt of the inquiry, the Company conducts an assessment to verify the completeness of the provided information.
* If the provided information is insufficient, the Company will send a reasoned response to the User within 5 (five) business days from the completion of the assessment, to the contact address provided by the User.
* If the information provided by the User is insufficient, the Company will request additional details, which the User must provide within 5 (five) business days from the date of the Company's email request.
* If the User fails to provide the requested additional information and/or documents, the User's inquiry will be considered withdrawn.

**6. RIGHTS OF THE COMPANY**

The Company is entitled to:

6.1. Modify, improve, and update the Website without the User's consent or notification.

6.2. Impose any restrictions on the use of the Website.

6.3. Collect any information in order to generate statistics on its use.

6.4. Carry out preventive maintenance resulting in the suspension of the Website.

**7. PERSONAL DATA**

7.1. The Company carries out processing of personal data of the User for the purpose of performance of the Agreement and according to the requirements established by the Law of the Republic of Kazakhstan dated 21.05.2013 No 94-V “On personal data and their protection” (hereinafter - the Law on personal data).

7.2. The procedure for processing and protection of personal data is defined in this Policy.

7.3. In the case of the User's processing of personal data of third parties, the User shall be solely responsible for compliance with the appropriate measures to protect personal data in accordance with the requirements of the Law on personal data and other laws and regulations.

**8. LIMITATION OF LIABILITY**

8.1. The company is not liable:

* for the User's losses;
* inability to use the Website for reasons beyond the Company's control;
* any actions and (or) inactions of service providers;
* proper functioning of services, networks, software or equipment of third parties;
* damage that may be caused to any of the User's devices and media and/or software as a result of using the Website.

8.2. The Company's liability under this Agreement is limited to 10,000 (ten thousand) tenge for all possible violations by the Company, which the User agrees to by accepting this Agreement.

8.3. In the event of any claims, demands, and/or lawsuits against the Company regarding the violation of third-party rights due to the User's violation of the legislation of the Republic of Kazakhstan, the User undertakes the obligation to settle them and compensate the Company for any damages that may arise.

**9. TERM OF AGREEMENT**

9.1. The agreement is valid from the moment of acceptance until the expiration of one month from the date of completion of the Conference.

9.2. This Agreement may be terminated at the User's request by e-mail to khs@cybersec.kz.

**10. DISPUTE RESOLUTION**

10.1. All disputes arising between the Company and the User shall be resolved through a claims (pre-trial) procedure. The deadline for responding to a pre-trial claim is 30 (thirty) days from the date of its receipt by the recipient.

10.2. If it is not possible to reach an agreement, the dispute may be referred to a court for resolution at the location of the Company.

10.3. The applicable law shall beм the substantive and procedural law of the Republic of Kazakhstan.

10.4. The Company has the right to participate in the settlement of disputes between Users.

**11. CONCLUDING PROVISIONS**

11.1. When the User provides an E-mail address, the Company sends messages, notifications, requests, and informational updates related to the Website and Conference to that address.

11.2. The Company has the right to amend or supplement this Agreement at any time without notice to the User. The new version of the Agreement comes into force from the moment it is posted on the Website. User undertakes to independently monitor changes in the Agreement.

11.3. By continuing to use the Website after amendments and/or additions have been made to the Agreement, the User accepts and agrees to such amendments and/or additions.

11.4. Issues that are not regulated by the Agreement shall be resolved in accordance with the legislation of the Republic of Kazakhstan.

11.5. If any provision of the Agreement is found to be void or unenforceable under the legislation of the Republic of Kazakhstan, the remaining provisions shall remain in effect, and the Agreement shall be executed by the Parties in its entirety without taking into account such provision.

11.6. The parties agreed that in case of discrepancies in words, numbers and symbols in different editions of the document, the main priority is the edition in Russian, located for review on the website at <https://kazhackstan.com/ru>