

TERMS AND RULES OF USE OF THE "ALMA JOB" DIGITAL PLATFORM

Version dated 01 June 2026

This document constitutes the User Agreement (hereinafter referred to as "the Agreement"), which defines the rules, procedure and conditions for the use of the "ALMA JOB" digital Platform, including the Website, the Mobile Application and all related services.

Before you begin using the Platform, please read the terms of this Agreement carefully. Registration on the Website, in the Mobile Application, or the commencement of actual use of any functionality of the Platform shall mean your full, unconditional and unreserved consent (acceptance) to all provisions of this Agreement in accordance with Article 396 of the Civil Code of the Republic of Kazakhstan.

1. TERMS AND DEFINITIONS

- **Rightholder (the Contractor)** – AlmaTeam Limited Liability Partnership (BIN 260540004766), established and operating in accordance with the legislation of the Republic of Kazakhstan.
- **Platform** – a hardware-and-software complex belonging to the Rightholder, comprising the "ALMA JOB" mobile application (for the iOS and Android operating systems), a website located on the Internet, as well as any related databases, interfaces, automation modules and additional software extensions.
- **User (Customer)** – an individual, individual entrepreneur or legal entity that has completed the registration procedure on the Platform and uses its functionality in accordance with the terms of this Agreement.

- **Personal Account** – a personal, restricted-access section of the Platform, access to which is carried out using authentication data (login/password/OTP code), allowing the User to manage settings, view payment history and interact with the services of the Platform.
- **Profile (Account / Account Record)** – a protected element of the Platform's interface, representing a set of structured data about the User, created during registration on the Platform. The Profile contains individual parameters, authentication data, and information independently uploaded by the User (including personal and contact information, photographs, logos, Resumes or Vacancies). The User is strictly prohibited from assigning, selling, transferring for use, or otherwise alienating its Profile to third parties. The Profile is confidential and indivisible. AlmaTeam LLP reserves the right to unilaterally delete or restrict access to the Profile in the event of a violation by the User of the terms of this Agreement or the legislation of the Republic of Kazakhstan.
- **the Services** – actions of the Contractor to provide the User with access to the Platform's Database, to provide the technical capability to post Vacancies, Resumes and advertising modules, as well as other digital services rendered by the Contractor on the terms of this Agreement and the Public Offer.
- **Resume** – an electronic document generated by the User containing a set of his or her Personal Data, including but not limited to: surname, first name, patronymic (if any), contact details (phone number, e-mail address), information on education, qualifications, work experience, professional skills, as well as other information independently posted by the User on the Platform for the purposes of employment or job search.

- **Personal Data** - information relating to a specific or identifiable subject of personal data (a User), recorded on an electronic, paper and/or other tangible medium. Such data under this Agreement includes, but is not limited to: surname, first name, patronymic (if any), date of birth, gender, citizenship, information on the right to carry out labor activity (work permit), city of residence, contact details (phone numbers, e-mail addresses), information on education, qualifications and employment history, as well as any other information that directly or indirectly allows the identification of the Job Seeker's identity.
- **Vacancy** - an electronic announcement generated and posted by the User (the Employer) on the Platform, containing a job offer (the availability of a vacant position/workplace), including requirements for candidates (level of education, qualification, work experience, hard and soft skills), a description of job duties, working conditions and the amount of potential remuneration, addressed to a specific circle of Users (Job Seekers).
- **the Platform Database (the Database)** - a set of systematized materials, data and information (including Job Seekers' Resumes, Employers' Vacancies, textual, graphic, contact and other information) belonging to the Contractor (the Rightholder) under the exclusive right of intellectual property, the selection and arrangement of which are the result of the Contractor's creative and technical work, systematized in such a way that these materials can be found and processed by the User using the hardware-and-software complex (the Platform).
- **Access to the Database** - a service of the Contractor consisting in granting the User a non-exclusive right to use the set of Resumes or Vacancies contained on the Platform. The scope, functional capabilities, number of records available for

viewing/downloading, and the term of provision of such access are determined by the terms of the applicable Tariff and may not be transferred by the User to third parties.

- **Activation** - the performance by the Contractor (automatically or manually) of a set of technical actions on the Platform aimed at launching, opening or providing actual Access to the Database, paid services or the functionality of the Platform in accordance with the selected Tariff. Activation is the moment when the term of validity of the paid Tariff begins to run and is recognized by the Parties as the moment when the Contractor actually begins to render the Services.
- **the Job Seeker** - an individual (including a citizen of the Republic of Kazakhstan, a foreign citizen or a stateless person) who has reached the age provided for by the labor legislation of the Republic of Kazakhstan for concluding an employment contract, who is registered on the Platform and (or) has posted his or her Resume in the Platform's Database exclusively for the purpose of seeking employment, getting hired, receiving offers from Employers, or using other free and (or) paid services of the Platform.
- **the Employer** - an individual, individual entrepreneur, or legal entity (including branches and representative offices, resident and non-resident companies) that has completed the registration procedure on the Platform, that posts Vacancies on the Platform and (or) purchases from the Contractor Access to the Database of Resumes exclusively for the purpose of searching for, selecting, screening and attracting Job Seekers to satisfy its own personnel needs.
- **the Recruitment Agency** - a specialized User of the Platform (a legal entity or individual entrepreneur) engaged in activities to

assist in employment and personnel recruitment, and purchasing the Contractor's Services (Access to the Database / posting of Vacancies) for the purpose of providing recruitment and other intermediary services for the benefit of third parties - the end customers of personnel.

- **the Private Employer (Household Employer)** - a User of the Platform who is an individual, using the functionality of the Platform (including posting Vacancies and Access to the Database) exclusively for personal, household, family and other similar purposes not related to the conduct of entrepreneurial or commercial activity, for the purpose of seeking and attracting Job Seekers to perform work (render services) in a personal household (as domestic staff: nannies, caregivers, housekeepers, drivers, tutors, cooks, security guards, etc.).

- **Bundle:** A commercial package consisting of several independent services, which is provided to the client as a single indivisible product at a special price specified in the Tariffs.

2. PROCEDURE FOR REGISTRATION AND AUTHORIZATION ON THE PLATFORM

2.1. General Provisions on Registration

2.1.1. Registration of a User on the Platform is free of charge, voluntary and is carried out by performing a sequence of technical actions in the interface of the Mobile Application or the Platform's Website.

2.1.2. The User undertakes to complete the registration procedure personally. The creation of a Profile on behalf of or instead of another person (except for legal representatives or authorized employees of legal entities) is strictly prohibited.

2.1.3. Registration on the Platform of minors is permitted exclusively for persons who have reached the age of 16, within the

limits and scope of legal capacity provided for by the Civil and Labor Codes of the Republic of Kazakhstan.

2.2. Procedure and Stages of Registration

2.2.1. Provision of identification data: The User provides a current mobile phone number (lawfully belonging to the User) and (or) an e-mail address.

2.2.2. Verification (Authentication): Confirmation of registration is carried out by entering a unique one-time password (**an OTP code**), sent by the Platform in the form of an SMS message, a push notification, or an e-mail to the User's e-mail address.

2.2.3. Selection of status (Role): The User is obliged to unambiguously determine its legal status on the Platform by selecting the corresponding account type: *Job Seeker, Employer, Recruitment Agency or Private Employer*. A change of status after completion of registration is governed by the technical functionality of the Platform.

2.2.4. Completion of the Questionnaire (Profile): The User undertakes to provide reliable, accurate and up-to-date information about itself (or about the legal entity it represents) in accordance with the fields of the registration form (including BIN/IIN, company name, full name, and field of activity).

2.3. Moment of Conclusion of the Agreement

2.3.1. By clicking the "Register" or "Continue" button (or one similar in meaning) and (or) by entering the verification OTP code at the registration stage, the User performs full and unconditional acceptance of the terms of this Agreement, the Public Offer, and also gives its unconditional Consent to the collection and processing of personal data in accordance with the legislation of the Republic of Kazakhstan.

2.3.2. From the moment of performance of the said actions, this Agreement shall be deemed concluded in electronic form, shall acquire legal force and shall be equivalent to an agreement signed by the parties on paper.

2.4. Responsibility for Data Confidentiality

2.4.1. Account data (phone number, login, password, OTP codes) constitute confidential information. The User bears full independent responsibility for the safekeeping of such data and for restricting third-party access thereto.

2.4.2. All actions performed on the Platform using the User's Profile (including the publication of Vacancies, the sending of Resumes, and the payment of Tariffs) shall be deemed to have been performed by the User itself, unless proven otherwise.

2.4.3. The User shall immediately notify the Support Service of the "ALMA JOB" Platform through official communication channels - the email info@almateam.dev, in the event of suspected unauthorized access (hacking) to his Profile.

2.5. Data Verification (Moderation and Verification)

2.5.1. The Contractor (AlmaTeam LLP) reserves the right, at any stage (both at the moment of registration and during the course of using the Platform), to carry out moderation and verification of the data provided by the User.

2.5.2. In order to confirm the legal status of the Employer, Recruitment Agency or Private Employer, the Contractor is entitled to request additional documents (a certificate of state registration of a legal entity/individual entrepreneur, constituent documents, a power of attorney for a representative), and to require authorization/signing of documents by means of an electronic digital signature (EDS), including verification through state information systems and third-party identification services.

2.5.3. The Contractor has the right to refuse registration or suspend access to the Profile if the information provided by the User is unreliable, incomplete, violates the rights of third parties or the legislation of the Republic of Kazakhstan.

3. THE PROCEDURE AND CONDITIONS FOR ACTIVATION OF SERVICES (OPTIONS)

3.1. General conditions for the provision of services

3.1.1. Access to the paid functionality of the Platform is provided to the User on the terms of 100% (one hundred percent) prepayment in accordance with the Contractor's approved Tariffs.

3.1.2. Payment for services is made by the methods available in the Platform interface (by non-cash transfer of funds to the Contractor's bank account, on the basis of an issued invoice ("Request") for legal entities, and/or by transferring funds through a payment gateway (internet acquiring) on the Contractor's Platform almajob.kz).

3.2. The procedure and moment of Activation of services

3.2.1. **Definition of Activation:** By Activation of a service (Tariff Plan / Options), the Parties understand the performance by the Contractor (in automatic or manual mode) of a set of technical actions on the Platform aimed at launching, opening or providing actual Access to the Database, paid services or Platform functionality in accordance with the selected Tariff, which grant the User the actual ability to use the paid functionality of the Platform.

3.2.2. **Moment of Activation:** Activation of paid services is carried out by the Contractor within 24 (twenty-four) hours from the moment the funds are received in the amount of 100% prepayment to the Contractor's settlement account, or from the

moment a successful payment is recorded through the integrated payment system on the Platform.

3.2.3. Procedure for calculating the validity period of the Tariff Plan: The validity period of the purchased Tariff Plan (Bundle) begins to run automatically and continuously from the date independently specified by the User in the Platform interface when placing the order, but not earlier than the moment of actual receipt of 100% payment to the Contractor's account and successful completion of preliminary moderation of advertising materials (vacancies) in accordance with clause 8.3.3 of these Rules.

3.2.4. If the start date selected by the User occurs before the moment the payment is credited or before moderation is completed, the launch of the Tariff Plan is automatically postponed to the moment of fulfillment of the last of the specified conditions. The User independently monitors the exact validity periods and the end date of the activated services in his Personal Account.

3.3. Acceptance of the services rendered and recognition of their proper performance

3.3.1. Fact of service provision: The Contractor's obligations to provide paid services (including Access to the Database) are deemed to have been duly and fully performed at the moment of Activation of the relevant service (package of services/tariff plan).

3.3.2. Actual use: Recognition of a service as rendered at the moment of its Activation does not depend on whether the User actually made use of the access provided (whether he viewed vacancies, resumes, published vacancies, logged into the Profile, etc.) during the term of the Tariff.

3.3.3. Absence of Acts for individuals: For Users who are individuals (including Private Employers), services are deemed accepted without the signing of additional bilateral documents.

3.3.4. Procedure for legal entities (B2B): For Users who are legal entities and individual entrepreneurs that have paid for services by non-cash payment, the Contractor issues an Act of Completed Work (Services Rendered) by means of electronic document management systems (EDM) in accordance with the tax legislation of the Republic of Kazakhstan. The User undertakes to sign the Act or provide a reasoned refusal within 3 (three) business days from the date of its receipt. Upon expiration of this period, in the absence of a refusal, the service is deemed accepted and approved by the User.

3.4. Refusal of services and the procedure for refund of funds

3.4.1. Irrevocability after Activation: Since the Contractor provides access to intangible digital content and to the Database, which may be consumed by the User at the moment access is obtained, funds paid for an already Activated service (Tariff Plan) are non-refundable. By paying for the tariff, the User agrees to the loss of the right to a refund of the cost for unused days of the tariff.

3.4.2. Refund before Activation: A refund of funds is possible exclusively in the event that funds have been received to the Contractor's account, but the technical Activation of the service (through the fault of the Contractor) has not been carried out. In this case, the refund is made on the basis of a written application by the User, less the commissions of payment systems.

3.4.3. Blocking for violations: In the event that the User violates the terms of this Agreement or the legislation of the Republic of Kazakhstan (for example, posting illegal content, parsing the

Database, transferring the Profile to third parties), the Contractor has the right to unilaterally block the User's Profile and cancel the Activated services. In this case, the funds paid are recognized as a penalty for breach of contract and are not subject to refund to the User.

4. TERMS FOR THE PROVISION OF INFORMATION SERVICES FOR GRANTING ACCESS TO THE DATABASE.

4.1. Subject and nature of the service

4.1.1. The Contractor (AlmaTeam LLP) undertakes to provide the User with information services consisting in granting authorized non-exclusive remote Access to the Platform's Database (Job Seekers' Resumes and (or) Employers' Vacancies) to the extent and for the period stipulated by the paid Tariff Plan.

4.1.2. The provision of Access to the Database constitutes the grant of a right to use a complex composite object of the Contractor's intellectual property and does not entail the transfer to the User of any exclusive (copyright) rights to the Database itself or its individual elements.

4.2. The User's rights and limits of use of the Database

By paying for the service, the User obtains the right to perform the following actions in the Platform interface:

4.2.1. **Search and filtering:** Use the Platform's search algorithms to select Resumes / Vacancies according to specified criteria (industry, hard skills, region, salary level, etc.).

4.2.2. **Viewing information:** View the textual, graphic and contact data posted in the Database exclusively through the User's Personal Account.

4.2.3. **Targeted interaction:** Use the contact data of Job Seekers (or Employers) exclusively for the purposes for which they were

posted – conducting negotiations regarding possible employment or the conclusion of a civil-law contract.

4.3. Strict restrictions and prohibitions (Anti-parsing and Data Protection)

When using Access to the Database, the User **is categorically prohibited from:**

4.3.1. Automated collection (Parsing): Using any automated scripts, robot programs, bots, web scrapers, "parsing" methods or other software tools for the mass downloading, extraction, copying or systematization of information from the Platform's Database.

4.3.2. Creating duplicate databases: Using the data obtained to form one's own commercial or archival databases, as well as to enrich third-party CRM and HRM systems, without the prior written consent of the Contractor.

4.3.3. Transfer to third parties: Transferring, selling, leasing, publishing in open access or otherwise distributing the personal data of Job Seekers (or information about Vacancies) to third parties that have no direct relation to the User's current hiring process.

4.3.4. Misuse: Using contact data from the Database to carry out advertising mailings (SPAM), commercial offers, promotion of third-party goods, services, training courses, financial products or network marketing (MLM).

4.4. The User's obligations in the field of personal data protection

4.4.1. Status of Operator: Upon obtaining Access to the Resume Database, the User is recognized as the independent Owner and (or) Operator of the personal data obtained, within the meaning of the Law of the Republic of Kazakhstan "On Personal Data and Its Protection".

4.4.2. Confidentiality: The User undertakes to ensure strict confidentiality and security of the personal data obtained from the Database, and bears full independent legal (including civil, administrative and criminal) liability to Job Seekers and state authorities of the Republic of Kazakhstan for their unlawful use or leakage.

4.4.3. Destruction of data: The User undertakes to destroy or anonymize all downloaded/saved personal data of Job Seekers immediately after the purpose of its collection (closing a specific vacancy or rejecting a job seeker) has been achieved.

4.5. Liability and sanctions for violation of the terms of Access

4.5.1. Activity monitoring: The Contractor (AlmaTeam LLP) carries out automated technical monitoring of the intensity and nature of the User's use of the Database. Anomalously high activity (for example, viewing hundreds of contacts per minute) is recognized as the use of prohibited software (bots).

4.5.2. Immediate blocking: In the event that a violation of any of the clauses of this Section is detected, the Contractor has the right, unilaterally and out of court, to immediately suspend or completely block the User's Access to the Database and Personal Account without prior notice.

4.5.3. Penalty sanctions: In the event of account blocking for violation of the terms of use of the Database, funds for the unused period of the tariff are not refunded to the User. In addition, the Contractor reserves the right to demand from the User full compensation for damages (including lost profit) caused by the violation of the Contractor's exclusive rights to the Database.

5. TERMS FOR THE PROVISION OF SERVICES FOR THE PUBLICATION AND POSTING OF RESUMES

5.1. Subject of the service

5.1.1. The Contractor (AlmaTeam LLP) provides the Job Seeker with free (or paid, depending on the status of the resume) services for the posting, publication, storage and display of his professional resume (hereinafter – the "Resume") in the Platform's Database. It provides available promotion tools (raising in search results, highlighting in color) determined by the terms of the Tariff Plan selected and paid for by the User.

5.1.2. The purpose of publishing the Resume is to give potential Employers, Recruitment Agencies and Private Employers the opportunity to assess the Job Seeker's qualifications for a subsequent offer of employment or cooperation.

5.2. The procedure for creating a Resume and requirements for its content

5.2.1. **Independent completion:** The Job Seeker independently forms the content of his Resume through the Personal Account interface, filling in the mandatory and optional fields of the electronic form.

5.2.2. **Requirement of accuracy:** The Job Seeker guarantees that all information specified by him in the Resume (including full name, information on education, qualifications, work experience, availability of permitting documents) is accurate, up to date and does not mislead potential employers.

5.2.3. **Language norms:** The content of the Resume must comply with the norms of the Law of the Republic of Kazakhstan "On Languages in the Republic of Kazakhstan" and rules of decency. The use of profanity, jargon, slang, and offensive expressions is not permitted.

5.2.4. **Prohibition of non-purpose information:** It is categorically prohibited to post in the text of the Resume:

- Advertising materials, links to third-party commercial websites, offers to sell goods or services;
- Offers to seek or provide intimate services, as well as **services** prohibited by the legislation of the Republic of Kazakhstan;
- Information about seeking partners for network marketing (MLM), financial pyramids or dubious income schemes.

5.3. Legal status of data and Consent to processing

5.3.1. Dissemination of personal data: By publishing a Resume on the Platform, the Job Seeker understands and agrees that part of his personal data becomes available for viewing by third parties (Users of the Platform who have the corresponding level of Access to the Database).

5.3.2. Scope of consent: The Job Seeker grants AlmaTeam LLP unconditional consent to the collection, processing, systematization, storage and display of his personal data specified in the Resume, for the term of validity of his Profile on the Platform.

5.3.3. Changing visibility status: The Job Seeker has the right, at any time, to independently limit the visibility of his Resume, hide contact data or completely delete the Resume from the Platform, using the technical functionality of the Personal Account.

5.4. Limitation of the Contractor's liability

5.4.1. Absence of employment guarantees: The Contractor provides a technical and information platform for communication, but does not guarantee the Job Seeker the fact of receiving job offers, passing interviews or subsequent employment.

5.4.2. Liability for the actions of third parties: The Contractor takes all available technical and legal measures to protect the

Database, however it is not liable for the actions of Employers or other Users who have obtained legal access to the Job Seeker's contacts, in the event of their unfair use outside the scope of the Platform.

5.4.3. Absence of verification obligations: The Contractor is not obliged to verify the authenticity of education documents or employment records specified by the Job Seeker in the Resume, and is not liable to Employers for the Job Seeker's non-conformity with the stated qualifications.

5.5. Moderation, blocking and deletion of Resumes

5.5.1. Right to moderate: The Contractor reserves the right to carry out preliminary or subsequent moderation of published Resumes for their compliance with the terms of this Agreement and the legislation of the Republic of Kazakhstan.

5.5.2. Grounds for blocking: The Contractor has the right, unilaterally and without prior notice, to suspend the publication of a Resume or to delete it completely in the following cases:

- Receipt of complaints from Employers about the inaccuracy of data or inappropriate behavior of the Job Seeker;
- Detection of spam, hidden advertising or prohibited content in the text of the Resume;
- Creation by one Job Seeker of multiple Resumes duplicating one another.

6. TERMS FOR THE PROVISION OF SERVICES FOR THE PUBLICATION AND POSTING OF VACANCIES

6.1. Subject of the service

6.1.1. The Contractor (AlmaTeam LLP) provides the User (Employer, Recruitment Agency or Private Employer) with services for the posting, publication, technical promotion and storage of announcements of available jobs/positions (hereinafter

- "Vacancies") on the Platform. The unit of measurement of the Service is a unit (piece).

6.1.2. The volume, the number of simultaneous publications, the period of their display on the Platform, and the available promotion tools (raising in search results, highlighting in color, etc.) are determined by the terms of the Tariff Plan selected and paid for by the User.

6.2. Mandatory requirements for the content of a Vacancy

The User guarantees that each Vacancy posted by him is drawn up in accordance with the requirements of the Platform and the norms of the legislation of the Republic of Kazakhstan. The text of the Vacancy must contain:

6.2.1. **Genuine nature of the work:** Information on the existence of an actual vacant position. The posting of "warming up" or fictitious vacancies for the purpose of collecting a database of resumes is prohibited.

6.2.2. **Clear criteria:** A clear job title, a description of the key duties, work schedules and conditions, as well as reasonable qualification requirements for the candidate (professional hard skills, experience, education).

6.2.3. **Compliance with the Law on Languages:** The content of the Vacancy must comply with the norms of the Law of the Republic of Kazakhstan "On Languages in the Republic of Kazakhstan".

6.2.4. **Making changes:** The User is prohibited from making changes to a posted Vacancy that lead to a material change in the job duties and nature of the work for Job Seekers.

6.3. Categorical prohibition of discrimination and illegal content

In accordance with the Constitution and the Labor Code of the Republic of Kazakhstan, when publishing Vacancies it **is categorically prohibited**:

6.3.1. Discriminatory restrictions: to specify requirements that directly or indirectly restrict the rights of job seekers on the grounds of sex, race, nationality, language, origin, property, family, social or official status, age, place of residence, attitude to religion, beliefs or other circumstances not related to the employee's business qualities and the results of his work.

6.3.2. Violation of RK legislation: To publish Vacancies related to the offering of services of an intimate or erotic nature, involvement in the gambling industry (including illegal bookmakers and casinos), trafficking in prohibited substances, weapons, or any other types of activity contrary to the criminal and administrative legislation of the Republic of Kazakhstan.

6.3.3. Dubious income schemes: To post Vacancies involving participation in financial pyramids, network marketing (MLM), "earning money online without investment", the purchase of starter packages, or containing requirements for mandatory advance payment by the job seeker for training/materials in order to start work.

6.4. Rights and liability of the User

6.4.1. Sole liability: The User who has posted a Vacancy bears full, sole and independent legal liability for its content and for the accuracy of the specified working conditions and salary level, both to Job Seekers and to authorized state bodies (including the Labor Inspectorate of the Republic of Kazakhstan).

6.4.2. Rights to trademarks: By posting logos, trade names or trademarks in a Vacancy, the User guarantees that it has all the

necessary rights and permits to use this intellectual property and releases AlmaTeam LLP from any claims by third parties.

6.5. Limitation of the Contractor's liability

6.5.1. A platform, not a party to the transaction: The Contractor provides exclusively an information and technical space for the employer and the job seeker to meet. The Contractor does not act as a party, agent, guarantor or surety in respect of future labor or civil-law agreements concluded between Users.

6.5.2. Absence of response guarantees: The Contractor undertakes to ensure the technical availability of the Vacancy in accordance with the Tariff, but does not guarantee the User the receipt of a certain number of responses from Job Seekers, their successful passing of interviews, or the filling of the vacant position.

6.6. Moderation and the right to delete Vacancies

6.6.1. Post- and pre-moderation: All Vacancies undergo automatic and (or) manual review by the moderation service of the "ALMA JOB" Platform for compliance with the rules of the service.

6.6.2. Unconditional right to block: The Contractor reserves the right, unilaterally and without explanation of reasons, to suspend the publication of a Vacancy or to delete it completely, without refunding the funds paid for its posting, in the following cases:

- Detection of hidden discriminatory or fraudulent conditions in the text or during the User's personal communication with Job Seekers;
- Receipt of more than two reasoned complaints from Job Seekers about the discrepancy between the actual working conditions and those stated in the Vacancy;

- Posting of several duplicates of the same Vacancy for the purpose of artificially filling the feed (spam).

6.6.3. A vacancy is posted on the Platform only after passing Moderation. As a result of passing Moderation, the Publication of a vacancy may be confirmed, removed from posting, or deleted. The Contractor reserves the right to make changes to the text of the vacancy description, provided that such changes do not affect the meaning of the vacancy, after agreement with the User. The Contractor also reserves the right to remove such a vacancy from posting on the Platform if its content does not correspond to the subject matter of the Platform or violates the Terms for the Provision of Services.

7. COLLECTION, PROCESSING AND PROTECTION OF PERSONAL DATA

7.1. Legal grounds and terminology

7.1.1. This Section has been developed in strict accordance with the Law of the Republic of Kazakhstan "On Personal Data and Its Protection", as well as other regulatory legal acts of the Republic of Kazakhstan in the field of information protection.

7.1.2. By registering on the Platform and (or) entering any of his data, the User grants the Contractor (AlmaTeam LLP) his unconditional, conscious and voluntary Consent to the collection, processing, cross-border transfer (if necessary), storage and dissemination of his personal data in electronic form on the terms determined by this Agreement and the Platform's Privacy Policy.

7.2. List of personal data processed

The Contractor processes the following data provided by Users:

7.2.1. **For Individuals (Job Seekers, Private Employers):** IIN, full name, date of birth, gender, contact phone numbers, email addresses, photographs, video materials, information on

citizenship, place of residence/location, education, qualifications, work experience (employment history), as well as other information voluntarily entered by the User into the Profile and Resume.

7.2.2. For Legal Entities and Individual Entrepreneurs (Employers, Agencies, Recruiters): BIN/IIN, name of organization, legal and actual addresses, data on state registration, photographs, video materials, full name and contacts of authorized representatives/employees, corporate logos and trademarks.

7.2.3. Technical data: IP addresses, cookie files, device geolocation data, mobile device identifiers (unique ID), history of activity on the Platform, types of operating systems and browsers used.

7.3. Purposes of collecting and processing personal data

The collection and processing of Personal Data shall be carried out by the Contractor exclusively for the purposes of achieving the following objectives:

7.3.1. Identification of the User within the ALMA JOB Platform, creation of a Profile, and provision of authorized access to the services.

7.3.2. Ensuring the core functionality of the Platform: providing Employers with the ability to search for Job Seekers in the Database, and Job Seekers with the ability to apply for Vacancies.

7.3.3. Targeting of informational and advertising materials, and the sending of notifications (including OTP verification codes, push notifications, SMS and e-mail mailings) regarding account status, new vacancies, applications, or changes in the operation of the Platform.

7.3.4. Conducting statistical, marketing, and analytical research based on anonymized data to improve the quality of operation of the Mobile Application and the Website (the Platform).

7.4. Procedure for the disclosure and transfer of data to third parties

7.4.1. **Conscious disclosure:** The Job Seeker understands and agrees that, by publishing a Resume, he/she makes his/her personal data **publicly available within the Platform** to Users holding the status of an Employer, a Recruitment Agency, or a Private Employer who have paid for the relevant Tariff.

7.4.2. **Limitation of liability for third parties:** The Contractor ensures the technical protection of data within the Platform, but **shall not be liable** for the safekeeping, confidentiality, and lawfulness of the further use of the Job Seeker's personal data by third parties (Employers) after they have obtained lawful access thereto through the Platform's interface.

7.4.3. **Disclosure to state authorities:** The transfer of Users' personal data without their prior consent to third parties who are not users of the Platform is strictly prohibited, except in cases directly provided for by the legislation of the Republic of Kazakhstan (upon official requests of judicial, law enforcement, or other authorized state bodies of the Republic of Kazakhstan).

7.4.4. A User holding the status of a Recruitment Agency and/or a Private Employer shall bear personal civil and administrative liability for the safekeeping and confidentiality of the Job Seekers' personal data obtained by it in the course of using the Platform. It undertakes to use the Job Seekers' personal data obtained from the Platform's Database exclusively for the purposes of filling the current vacancies of its clients. The Recruitment Agency (Private Employer) is strictly prohibited from using the Platform to create

its own separate database, or to resell, donate, or otherwise disclose the Job Seekers' contact details to third parties who are not customers of the specific vacancy for which access was requested.

7.5. Security and measures for the protection of personal data.

7.5.1. Technical protection: The Contractor takes the necessary and sufficient legal, organizational, and technical measures to protect Users' personal data from unlawful or accidental access, destruction, alteration, blocking, copying, disclosure, and other unlawful actions of third parties (including encryption of data transmission channels, restriction of access to servers, and the use of OTP-code authorization systems).

7.5.2. Data localization: In accordance with the requirements of the legislation of the Republic of Kazakhstan, the Contractor ensures that the collection and processing of personal data of citizens of the Republic of Kazakhstan is carried out using databases located on servers physically situated within the territory of the Republic of Kazakhstan.

7.6. Term of processing, withdrawal of consent, and destruction of data

7.6.1. Retention period: The processing and storage of personal data shall be carried out throughout the entire term of the User's registration on the Platform (until the Profile is deleted).

7.6.2. Procedure for withdrawal of consent: The User shall have the right to withdraw his/her Consent to the processing of personal data at any time in the following ways:

- By independently deleting his/her Profile and all data associated therewith through the Platform's interface (the "Delete Account" tab);

- By sending an official written application to the legal address of AlmaTeam LLP or to the official e-mail address of the support service, info@almateam.dev.

8. TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES FOR THE PLACEMENT OF ADVERTISING BANNERS IN THE "NEWS" TAB

8.1. Subject of the service

8.1.1. The Contractor (AlmaTeam LLP) undertakes, on a paid basis, to render to the User acting as an advertiser (hereinafter - the "Advertiser") services for the placement of advertising banners in the "News" interface of the Mobile Application and (or) the Website of the Platform. The unit of measurement of the Service is calendar days.

8.1.2. The format, placement location, volume, cost, and terms of placement of the Advertising Banners shall be determined by the terms of the selected Tariff, which forms an integral part of these Terms, the Technical Specification and/or the Request-invoice, as well as by the "Advertising Banner Regulations".

8.2. Requirements for advertising banners and the Advertiser's liability

8.2.1. **Restriction of subject matter and compliance with the legislation of the Republic of Kazakhstan:** The Platform provides functionality for creating and placing advertising banners exclusively for the purpose of informing about the Advertiser's available job openings (vacancies). The Advertiser warrants that the advertising materials created by it or provided in ready-made form fully comply with the requirements of the Law of the Republic of Kazakhstan "On Advertising", the Labor Code of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan "On Languages in the Republic of Kazakhstan", and other

applicable legislation of the Republic of Kazakhstan. The placement of advertising for any other third-party goods, works, or services is strictly prohibited.

8.2.2. Language requirement for advertising: In accordance with the legislation of the Republic of Kazakhstan, advertising of vacancies on the Platform shall be disseminated in the Kazakh and Russian languages. The Advertiser shall independently ensure a high-quality and professional translation of the vacancy text into the Kazakh language. The text in the Kazakh language must be authentic and must not be inferior in visual characteristics to the text in Russian or other languages.

8.2.3. Intellectual property rights: The Advertiser warrants that it holds all rights, licenses, and permits for the use of the intellectual property (including trademarks, brand logos, emblems, photographs, slogans) contained in the advertising materials. The Advertiser undertakes to independently and at its own expense settle any claims of third parties related to the infringement of their copyright, related, or patent rights.

8.2.4. Absolute prohibitions: When creating a banner in the Constructor or developing its own layout, the Advertiser is strictly prohibited from placing information containing:

- Discriminatory requirements for candidates that violate Article 6 of the Labor Code of the Republic of Kazakhstan (restrictions based on sex, age, race, nationality, language, marital, official, or property status, place of residence, or religious beliefs);
- Profanity (including disguised profanity), offensive or aggressive language, shock content, or information promoting violence, cruelty, or racial, national, or religious discord;
- Covert advertising of goods or services other than vacancies (including advertising of alcohol, tobacco, vapes, hookahs,

financial services, gambling, cryptocurrency platforms, MLM/network marketing, financial pyramids, etc.);

- Knowingly false (unfair) information about the vacancy, vague wording, or promises of easy earnings that mislead Job Seekers;
- **External contacts:** It is prohibited to indicate phone numbers, links to third-party websites, social media addresses, or QR codes on the banner. A click on the banner must lead strictly to an internal landing page of the Platform (a company profile or a vacancy);
- **Violation of tone:** The use of slang, clickbait, artificial inducement of panic ("URGENT, CLICK NOW!"), and other forms of manipulation. Address to users must be strictly respectful, in the formal form.

8.3. Procedure for the submission and technical moderation of materials

8.3.1. Options for creating advertising materials: The Advertiser shall have the right to create an advertising banner in one of the following ways:

- Option A: Independently, in real time, based on the built-in templates and modules of the Platform's online constructor (hereinafter - the "Constructor").
- Option B: To independently develop the banner layout and upload it to the Platform as a ready-made file, strictly adhering to the technical parameters and visual style described in Clause 8.3.2 of these Rules.

8.3.2. Technical parameters and visual style for own layouts (Option B): In the case of independent development of the banner, the uploaded file must comply with the Placement Regulations:

- **Format and size:** Files are accepted strictly in ".png" format or static ".jpeg" format. Animation is not permitted. File size - no more than 150 KB;
- **Quality and design:** Images must be in color, sharp, high-resolution, and free of pixelation. Only standard, easy-to-read, contrasting fonts are permitted for use;
- **Safe zones:** A margin of 15 pixels from each edge of the banner is mandatory, within which it is prohibited to place text, logos, or key design elements;
- **Contrast with the interface:** It is strictly prohibited to imitate the Platform's control elements (buttons, system notifications, dialog boxes). The use of a fully white or beige background is prohibited; the banner must be visually recognizable as a standalone advertising block.

8.3.3. Timing and procedure for pre-moderation: All advertising banners (both those created in the Constructor and those uploaded as ready-made files) shall undergo mandatory preliminary review (pre-moderation) by the Platform's Administration within a period of up to 24 hours from the moment of their submission for moderation. The display of the banner on the Platform shall commence only after successful completion of pre-moderation.

8.3.4. Right to reject materials: The Contractor reserves the right to refuse the Advertiser the placement of the banner (or to suspend its display) without compensation for any losses, if the advertising material:

- Does not comply with the technical requirements and parameters of size/format/safe zones;
- Contravenes the legislation of the Republic of Kazakhstan or contains content violations (Clause 8.2.4);

- Violates the overall aesthetic concept of the Platform's interface;
- Advertises services that are direct competitors of the "AlmaTeam" Platform.

8.3.5. Moderation of language norms and editing: The Contractor shall have the right, without distorting the overall meaning and content of the vacancy, to edit the text materials provided by the User if they do not comply with the norms and rules of the Russian or Kazakh languages, with prior notification to and agreement of such changes with the Advertiser.

8.3.6. Conditions for the withholding of funds in the event of violations: In the event of the deletion, rejection, or blocking of a banner due to a gross violation by the Advertiser of the requirements of the legislation of the Republic of Kazakhstan, the placement of prohibited content, or third-party commercial advertising disguised as a vacancy (Clauses 8.2.1 and 8.2.4), the funds for unused impressions/placement period shall be deemed a penalty for breach of the terms of the agreement and shall not be refundable to the Advertiser.

8.4. Limitation of the Contractor's liability

8.4.1. Absence of commercial and conversion guarantees: The Contractor undertakes to strictly observe the agreed period of banner display on the Platform; however, it does not guarantee the Advertiser the achievement of any specific commercial or HR results, including the number of clicks, Job Seekers' transitions to the vacancy page, the number of applications received, calls, successful interviews, or the closing of the advertised vacancy within a specified period.

8.4.2. Liability for the content of vacancies and working conditions: The Contractor provides exclusively the technical functionality of the Constructor and advertising space for

informing about personnel search. The Contractor is not a party to the labor relations between the Advertiser and the Job Seekers, and shall also not be liable for:

- The legality, accuracy, and compliance with the legislation of the Republic of Kazakhstan of the working conditions specified by the Advertiser in the vacancy;
- The actions or omissions of Job Seekers who have clicked on the banner;
- The qualifications, professional, or personal qualities of candidates who have applied for the advertised vacancy.

8.5. Acceptance of services and reporting

8.5.1. Statistical data: The accounting of the volume of services rendered (the number of impressions of the advertising module, the number of clicks/link transitions) shall be maintained on the basis of the Contractor's internal statistics system of the Platform. The internal statistics data shall be deemed confidential and final by the Parties in the resolution of any disputes.

8.5.2. Certificate of work performed (services rendered): Upon expiry of the agreed period of placement of the advertising banner (or a stage of service provision), the Contractor shall generate and send to the Advertiser (for legal entities and individual entrepreneurs) a Certificate of work performed (services rendered) (hereinafter - the "Certificate") in electronic form using electronic document management (EDM) systems supporting signing by means of an electronic digital signature of the Republic of Kazakhstan.

The services shall be deemed to have been duly and fully rendered by the Contractor and accepted by the Advertiser if:

- Within 3 (three) business days from the date of sending the Certificate through the EDM system, the Advertiser has signed it on its part;
- Or, within the specified period, no reasoned written refusal to sign the Certificate has been received from the Advertiser.

Upon expiry of 3 (three) business days, in the absence of a signed Certificate or a reasoned refusal, the Certificate shall be deemed signed by the Parties unilaterally, and the services shall be deemed rendered in strict accordance with the data of the Contractor's internal statistics system of the Platform and the terms of the Placement Regulations. The electronic invoice (ESF) shall be issued by the Contractor in the ESF information system strictly within the time limits established by the Tax Code of the Republic of Kazakhstan.

8.6. Removal of advertising

8.6.1. Emergency removal of advertising: The Contractor shall have the right to unilaterally and immediately suspend the broadcast of (remove from the Platform) the advertising module in the event of:

- Receipt of an official directive from the Ministry of Culture and Information of the Republic of Kazakhstan or other authorized state bodies regarding a violation of advertising legislation;
- Discovery of the fact that the link leading from the advertising banner to the Advertiser's website has been changed and now leads to a phishing, malicious, or law-violating resource;
- Detection of the fact of infringement of the intellectual property rights of third parties.

8.6.2. Procedure for the withholding of funds in the event of violations: If the advertising materials were removed for the reasons specified in Clause 8.6.1 (through the fault of the

Advertiser), the Contractor's services shall be deemed rendered in full, and the funds paid shall not be refundable.

8.6.3. The Advertiser shall have the right to refuse the placement of advertising under the relevant Request-invoice by submitting a written application to the Contractor. In this case, the date of notification to the Contractor of the refusal to place advertising shall be the date of receipt by the Contractor of the Advertiser's application.

9. TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES FOR THE PLACEMENT OF NATIVE BANNERS IN THE "VACANCIES" TAB

9.1. Definition and purpose of the native banner: The native banner in the "Vacancies" tab is a specialized advertising module of the Platform intended exclusively for the promotion of the Advertiser's active vacancies. The native banner is created for the purpose of ensuring the maximum relevant response from the target audience of the Platform's Job Seekers.

9.2. Targeting algorithm and display conditions:

9.2.1. Impressions of the native banner shall be carried out automatically in accordance with the Platform's strictly defined targeting criteria. The banner shall be displayed exclusively to those Job Seekers whose profile (Resume) or search parameters simultaneously meet the following conditions:

- A match between the Job Seeker's position title and the position specified in the Employer's advertised vacancy;
- A match between the region (city) of the Job Seeker's actual location and the city of placement of the vacancy;
- The Job Seeker's membership in the general professional category to which the advertised position belongs.

9.2.2. The Contractor shall not display the banner to Users of the Platform who do not fall within the specified targeting criteria.

9.3. Procedure for selecting the placement period and automatic calculation of terms:

When placing an order for the placement of a native banner in the Platform's interface, the Advertiser shall independently determine the period of its display:

- The Service may be activated by the User independently through the Personal Account interface by paying the Request-invoice;
- The expiration date of the banner's impressions, as well as the total cost of the service, shall be calculated automatically by the Platform's system in real time based on the timeline (number of days/weeks) selected by the Advertiser and the selected tariff.

9.4. Procedure for creating the banner design through the

Constructor: The visual design of the native banner shall be carried out by the Advertiser independently. Within the Personal Account, the Advertiser is provided with a specialized Constructor containing 4 (four) basic native design template options to choose from. The Advertiser shall be obliged to use one of the proposed Constructor options, filling in its text fields with up-to-date vacancy data. The uploading of third-party design layouts that do not correspond to the 4 proposed Constructor options is not permitted for this type of banner.

9.5. Applicability of general rules and content restrictions:

The requirements of Clauses 8.2 (including the requirements for languages, intellectual property rights, and the prohibition on indicating external contacts), 8.4 (Limitation of the Contractor's liability), 8.5 (Acceptance of services and reporting), 8.6 (Removal of advertising and penalties), and the rules of pre-moderation by

the Platform's Administration described in Clause 8.3 of these Rules shall fully apply to native banners in the "Vacancies" tab.

10. TERMS AND CONDITIONS FOR THE PROVISION OF PACKAGE SERVICES (BUNDLES) FOR EMPLOYERS AND RECRUITMENT AGENCIES

10.1. Subject of the service

10.1.1. The Contractor (AlmaTeam LLP) undertakes, on a paid basis, to provide the User acting as an Employer (hereinafter - the "Advertiser") with a comprehensive package of services - **a Bundle** (a commercial package consisting of a fixed set of the Platform's core and additional services), and the Advertiser undertakes to pay for the selected Bundle in accordance with the applicable Tariffs.

10.1.2. The composition, content, validity periods of the Bundle's elements, and their activation period shall be determined by the terms of the selected package tariff.

10.2. Procedure for using the elements of the Bundle

10.2.1. **Indivisibility of the Bundle:** The purchased Bundle is a single, indivisible product. The Advertiser shall not have the right to demand a change in the composition of the Bundle, the replacement of some services with others, or a proportionate reduction in the price of the package in the event of non-use of individual options.

10.2.2. **Restriction of the option activation periods:** All advertising and analytical options (banners, color highlighting, TOP placements, access to advanced analytics) included in the composition of the selected Bundle must be activated and used by the Advertiser strictly within the overall paid validity period of the main tariff (1, 3, 6, or 12 months respectively, in accordance with the terms of the selected package tariff). Upon expiry of the

overall validity period of the Bundle, all unused limits and advertising options shall be forfeited; their transfer to the next period or monetary compensation shall not be provided.

10.2.3. Moment of service provision within the Bundle: The Parties acknowledge that, within the framework of the comprehensive Bundle, the Contractor's services shall be deemed actually rendered:

- With respect to the provision of core access to the Platform under the tariffs - monthly, proportionally to the validity period of the tariff;
- With respect to the vacancy advertising options ("TOP", "COLOR", "BANNER") - at the moment of launching the corresponding promotion settings for the selected vacancies in the interface;
- With respect to banners in the "News" tab - upon expiry of the agreed period of their continuous placement on the Platform;
- With respect to "Advanced Analytics" - at the moment of granting access to the corresponding analytical module in the Personal Account for the established period.

10.3. Requirements for advertising modules within the framework of Bundles

10.3.1. The rules, content restrictions, and absolute prohibitions established by Clauses 8.2 and 8.3 of these Rules, as well as the requirements of the applicable legislation of the Republic of Kazakhstan, shall fully apply to any advertising options activated by the Advertiser within the framework of the purchased Bundle (including banners in "News", color branding of vacancies, or TOP placement).

10.4. Acceptance of package services and reporting

10.4.1. The accounting of the actually used limits, banner impressions, and activations of vacancy promotion options within the framework of the Bundle shall be maintained on the basis of the data of the Contractor's internal statistics system of the Platform.

10.4.2. The Contractor shall generate and send to the Advertiser an electronic Certificate of work performed (services rendered) through EDM upon the completion of a calendar month (for long-term Bundles of 3, 6, or 12 months with a phased closing of volumes) or on a one-time basis upon the completion of the entire validity period of the Bundle. The procedure for signing the Certificate and the legal consequences of avoiding its signing shall be governed by Clause 8.5.2 of these Rules.

10.5. Conditions for cancellation and settlement rules in the event of early termination

10.5.1. Since the Bundle is provided to the Advertiser at a special reduced (package) price, in the event of the Advertiser's early unilateral refusal to use the Bundle after the commencement of service provision (activation of the personal account), the calculation of the cost of the services actually rendered for the refund of the balance of funds (if any) shall be performed by the Contractor **based on the base (full) cost** of each individual service, without taking into account the Bundle discount.

10.5.2. Formula for calculating the refundable amount in the event of early termination of the Bundle:

$$S_{\text{возврат}} = S_{\text{оплачено}} - (V_{\text{тариф_баз}} \times T) - \sum (N_{\text{исполз}} \times P_{\text{опция_баз}})$$

Where:

- - the amount actually paid by the Advertiser for the entire Bundle;

- - the base (non-package) monthly cost of the corresponding access tariff;
- T - the number of full and partial months during which the Advertiser had access to the tariff;
- - the number of advertising/analytical options actually used by the Advertiser;
- - the full base cost of one advertising or analytical option according to the Contractor's standard price list outside the Bundle.

10.5.3. If, in the course of the calculation based on the base cost, it is revealed that the cost of the actually used options and access time exceeds the total cost of the paid Bundle, the refundable balance of funds shall be deemed equal to zero.

10.5.4. In the event of early termination of the Bundle or blocking of the Advertiser's account for gross violations of the legislation of the Republic of Kazakhstan or the terms of placement (clauses 8.2.1, 8.2.4), no refund shall be made for unused elements of the Bundle, and the withheld balance shall be deemed a penalty.

11. TERMS FOR THE PROVISION OF THE ADDITIONAL SERVICE "BOOST TO TOP" (ARTIFICIAL UPDATE OF THE PUBLICATION DATE)

11.1. Subject Matter and Essence of the Service

11.1.1. The Contractor (AlmaTeam LLP) provides the User (the Job Seeker, the Employer, the Recruitment Agency or the Private Employer) with the additional paid service "Boost to Top" (hereinafter referred to as the "Service").

11.1.2. The Service means a one-time or cyclical (depending on the selected Tariff) technical change of the publication date and time of the User's Resume or Vacancy to the current date and time (the moment of Service Activation).

11.1.3. The result of the provision of the Service is the automatic movement of the User's Resume or Vacancy to the top of the general list (the results feed) on the Platform in the relevant category, as if the listing had just been published.

11.2. Procedure for Service Activation

11.2.1. **Method of activation:** The Service may be activated by the User independently through the Personal Account interface by paying a Request invoice.

11.2.2. **Moment of provision of the Service:** The Contractor's obligations to provide the Service shall be deemed fully and duly performed at the second the Platform performs the technical action of changing the publication time of the listing in the database and moving it to the top of the feed.

11.2.3. **Irreversibility of the service:** From the moment of the technical change of the listing's status, the Service is deemed consumed by the User, and the debited funds are non-refundable.

11.3. Features of the Operation of the TOP Algorithm and Limitations

The User fully understands and agrees to the following technical features of the Platform:

11.3.1. **Features of display in the feed:** The Service guarantees a one-time boost of the Vacancy/Resume to the top of the list once (1) per day. The further position of the listing at the top depends on the overall activity on the Platform: the position of the Vacancy/Resume may gradually change (decrease) as new listings are published by other users or as they activate similar promotion services.

11.3.2. **Impact of search filters:** The Service boosts the listing in the general (basic) list available to a specific group of Users within the general professional category. If another User performs a

search using strict filters (by salary level, a specific hard skill, region, work schedule, etc.) that the User's listing does not meet, it will not be displayed in that specific filtered results.

11.3.3. Limits on the frequency of boosts: In order to prevent spam and artificial overload of the system, the Contractor has the right to establish technical limitations (limits) on the frequency of using the Service for one and the same listing (no more than once per day from the time of submission. For example, if an Employer purchases the Boost to Top option for 7 days today at 12:00, the vacancy will be boosted to the top every day for 7 days at 12:00).

11.4. Liability of the Parties and Disclaimer of Warranties

11.4.1. Absence of commercial guarantees: The Contractor guarantees the correct execution of the technical boosting algorithm, but does not guarantee that the Service will result in receiving responses, views, calls from other Users, or in successful hiring/employment.

11.4.2. Status of the listing: Before activating the Service, the User is obliged to ensure that their Vacancy or Resume is active, not blocked by the moderation system, and not archived. If the User activates the Service for a Vacancy or Resume that has been blocked for violations or deleted by the User themselves, the Service is deemed provided, and no compensation shall be paid.

11.5. Moderation After Boosting

11.5.1. Repeated review: Changing the publication date of a Vacancy or Resume is equivalent to a new publication. The Contractor reserves the right to conduct a repeated moderation review of boosted Vacancies or Resumes.

11.5.2. Removal upon detection of violations: If, after the Service has been applied, violations of the terms of this Agreement are found in the text of the Vacancy or Resume (spam,

discrimination, outdated data, etc.), they will be blocked or deleted by the Platform without a refund of the funds paid for the "Boost to Top" Service.

12. TERMS FOR THE PROVISION OF THE ADDITIONAL SERVICE "HIGHLIGHT WITH COLOR"

12.1. Subject Matter and Essence of the Service

12.1.1. The Contractor (AlmaTeam LLP) provides the User (the Job Seeker, the Employer, the Recruitment Agency or the Private Employer) with the additional paid service "Visual Highlighting" (hereinafter referred to as the "Service").

12.1.2. The Service means a technical change to the graphic design of a specific Vacancy or Resume of the User in the general list and in the search results on the Platform in order to attract increased attention from other Users.

12.1.3. The visual parameters of the Service (for example: coloring the background of the listing card in a special color, increasing the font size of the title) and its term (the display period) are determined by the terms of the selected Tariff Plan and the Technical Specification.

12.2. Procedure for Activation and Calculation of the Service Term

12.2.1. **Moment of Activation:** The Service may be activated by the User independently through the Personal Account interface by paying a Request invoice. The term of the Service (for example, 7 calendar days) begins to run automatically, continuously and by the second from the moment the graphic changes are applied to the Vacancy or Resume in the Platform's database.

12.2.2. **Fact of provision of the service:** The Contractor's obligations to provide the Service are deemed duly and fully

performed for each elapsed hour/day that the Vacancy or Resume remains on the Platform in the highlighted graphic format.

12.2.3. Early termination at the User's initiative: If the User independently archives, deletes or closes the Vacancy or Resume before the expiration of the paid term of the Service, the Service is deemed fully provided, and the funds for unused days (hours) are not subject to refund or recalculation. The Service also cannot be transferred to another Vacancy or Resume of the User.

12.3. Technical Features of Operation and Limitations

The User fully understands and agrees to the following conditions:

12.3.1. Preservation of position in the feed: The "Highlight" Service changes exclusively the appearance of the Vacancy or Resume, but does not affect its position in the results feed. A highlighted Vacancy or Resume moves down the list as new Vacancies or Resumes are published by other users under the general procedure, unless the separate "Boost to Top" service has also been applied to it.

12.3.2. Cross-platform display: The Contractor ensures the visual highlighting of the Vacancy or Resume on all supported platforms (the Website, the Mobile Applications), however the external display of elements (color shades, icon shapes) may differ slightly depending on the technical characteristics, screen resolution and operating system of the device from which the end user views the Platform.

12.3.3. Priority of the system interface: The Contractor reserves the right to unilaterally change the general design concept of the Platform, the graphic markers and the color schemes of the Service as part of interface updates, without prior notice to the User, provided that the general logic of

distinguishing the Vacancy or Resume from standard ones is preserved.

12.4. Disclaimer of Commercial Guarantees

12.4.1. The Contractor guarantees that the User's Vacancy or Resume will be visually distinguished from standard Vacancies or Resumes in accordance with the Tariff, but does not guarantee an increase in the number of views, responses, calls, or the fact of successful closure of the vacancy/employment.

12.4.2. The Contractor shall not be liable for other Users' subjective perception of the graphic design of the highlighted Vacancy or Resume.

12.5. Moderation and Blocking of Highlighted Vacancies or Resumes

12.5.1. **Compliance with general rules:** The presence of an activated paid "Highlight" Service does not relieve the User's Vacancy or Resume from the obligation to strictly comply with the general rules of the Platform and the legislation of the Republic of Kazakhstan.

12.5.2. **Cancellation for violations:** If violations (fraud, spam, discrimination, profanity) are detected in a highlighted Vacancy or Resume after the Service has been activated, such Vacancy or Resume shall be blocked or deleted by the Contractor's moderation service. In this case, the funds for the unused period of the Service shall be deemed a penalty for breach of the agreement and shall not be refunded to the User.

13. TERMS FOR THE PROVISION OF SERVICES GRANTING ACCESS TO THE "ANALYTICS" AND "ADVANCED ANALYTICS" SERVICES

13.1. Subject Matter and Essence of the Services

13.1.1. The Contractor (AlmaTeam LLP) provides the User acting as the Employer or the Recruitment Agency (hereinafter referred to as the "Customer") with services granting access to the Platform's specialized software analytical tools (hereinafter referred to as the "Analytics Services").

13.1.2. The scope of available metrics, the depth of historical data, the frequency of information updates and the report export formats are determined by the level of the Service activated by the Customer in accordance with the Tariff Plan:

- **"Basic Analytics"** - includes a standard set of metrics on the activity of the Customer's current publications (number of vacancy views, total number of responses).
- **"Advanced Analytics"** - includes advanced analysis tools (Vacancy Dynamics, Salary Map, Salary Research, Competitive Analysis, data export in XLSX/PDF formats).

13.2. Procedure for Granting Access and Calculating the Term

13.2.1. **Service activation:** Access to the Analytics Services is granted to the Customer automatically in the Personal Account immediately after Activation of the relevant Tariff Plan and debiting of the payment.

13.2.2. **Continuity of the service:** The term of access (for example, 30 calendar days) runs continuously from the moment of Activation. The Service is deemed duly provided for each elapsed day during which the Customer was provided with the technical ability to access the analytics dashboards, regardless of whether the Customer actually accessed that section.

13.2.3. **Data retention upon termination of the tariff:** Upon expiration of the paid term of "Advanced Analytics", the Contractor has the right to immediately restrict the Customer's

access to advanced metrics and historical reports by switching the Personal Account to the basic level of data display.

13.3. Legal Status of Information and Confidentiality (Absolute Anonymity)

13.3.1. Aggregated data: All data displayed in the Analytics Services (charts, percentages, funnels, heat maps) is generated by the Platform's software algorithms exclusively on the basis of **aggregated and anonymized information**.

13.3.2. Prohibition on de-anonymization: Under no circumstances do the Analytics Services provide the Customer with the Job Seekers' Personal Data (IIN, contact details, full name), except for data that Job Seekers have independently and knowingly disclosed to the Customer by sending a direct response to their vacancy.

13.3.3. Trade secret of the Platform: The architecture of the analytics dashboards, the conversion calculation formulas, the benchmarking methods and the internal scoring algorithms are the trade secret of AlmaTeam LLP. The Customer is prohibited from copying the interfaces, transferring access to the analytics to third parties, or using the data to create competing analytical products.

13.4. Technical Features and Limitation of Liability

The Customer fully understands and agrees to the following technical conditions:

13.4.1. Time delay: Statistical data in the dashboards is updated with a certain technical delay (from several minutes to 24 hours depending on the metric and the load on the Platform's servers) necessary for the correct processing of logs and protection against bot traffic. The Contractor does not guarantee the display of absolutely all user actions in real time, second by second.

13.4.2. Fraud cleansing (Spam filters): The Contractor applies internal algorithms to cleanse the statistics of artificial views (bots, parsers, accidental double clicks). The data in the reports may be adjusted downward by the Contractor upon detection of fraudulent activity, which is deemed a technically justified action to ensure the accuracy of the analytics.

13.4.3. Disclaimer of commercial guarantees: The Analytics Services provide the Customer with plain statistical metrics on the quality of its listings and the hiring funnel. The Contractor shall not be liable for the Customer's interpretation of this data, for any HR or financial decisions made by the Customer on the basis of the charts, nor does it guarantee that the Customer's modification of its vacancies based on the analytics will result in the immediate closing of positions.

13.5. Procedure for Exporting and Using Reports

13.5.1. Data export: The functionality of "Advanced Analytics" allows the Customer to download generated reports as files in PDF/XLSX formats.

13.5.2. Intended use: The Customer has the right to use the exported reports exclusively within its own organization (or within its group of companies) for the purpose of optimizing hiring processes.

13.5.3. Prohibition on publication: The Customer is strictly prohibited from publishing charts, data slices and reports of "Advanced Analytics" in open sources, transferring them to the media, or using them in public presentations without the prior written consent of AlmaTeam LLP and the mandatory placement of a watermark/link to the Platform.

14. RIGHTS AND OBLIGATIONS OF THE PARTIES

14.1. The User has the right to:

14.1.1. Access the functionality of the Platform around the clock, except for periods of scheduled technical and preventive maintenance.

14.1.2. Exercise control at any time over the progress and quality of the Services rendered by the Contractor, without interfering with its operational, technical and business activities.

14.1.3. If deficiencies (technical defects) are found in the Services rendered, require the Contractor to remedy them free of charge within a reasonable period established by agreement of the Parties.

14.2. The Rightholder (the Contractor) has the right to:

14.2.1. Independently determine the methods, means, algorithms and technological solutions necessary to ensure the uninterrupted functioning of the Platform and the proper provision of the Services.

14.2.2. Unilaterally make changes to the functionality of the Platform, change the interface, and update this Agreement and the Tariffs without prior personal notice to the User.

14.2.3. Suspend the operation of the Platform to carry out scheduled preventive and emergency technical works for a period of no more than 24 consecutive hours.

15. FINANCIAL TERMS AND PROCEDURE FOR ACCEPTANCE OF SERVICES

15.1. The cost of the paid functionality of the Platform is determined in accordance with the Tariffs posted directly on the Platform. AlmaTeam LLP is not a payer of value added tax (VAT), and therefore all Services are provided without VAT.

15.2. In the event of the User's unmotivated unilateral refusal of the Services (including early termination of a subscription or deletion of the Mobile Application from the device), the funds paid

for such Services are not subject to refund or any compensation. Subjective factors, including but not limited to: the User's erroneous choice of Tariff, the User's inattentiveness, deletion of the Mobile Application from the device, and the absence of an expected commercial or other result (including the absence of responses to vacancies or the absence of job offers), are not recognized by the Parties as lawful grounds for a refund.

15.3. If the proper provision of the Services becomes impossible due to the actions or omissions of the User (including the failure to provide or the untimely provision of the necessary materials, source data or completed forms), the Contractor shall be released from liability, and the funds paid shall be withheld in full for the access to the Platform actually provided. In this case, the period for the performance of the Contractor's counter-obligations shall be extended proportionately for the period of such delay on the part of the User.

16. INTELLECTUAL PROPERTY

16.1. All objects posted on the "ALMA JOB" Platform, including design elements, text, graphic images, illustrations, videos, scripts, computer programs (code), databases, trademarks and service marks, are subject to the exclusive rights of AlmaTeam LLP and are protected by the intellectual property legislation of the Republic of Kazakhstan.

16.2. No elements of the Platform may be copied, reproduced, modified, distributed, displayed in a frame, or otherwise used without the prior written permission of the Rightholder.

17. LIMITATION OF LIABILITY OF THE RIGHTHOLDER

17.1. The Platform is provided to the User on an "As is" basis. The Rightholder does not guarantee that the Platform will meet the

subjective expectations and objectives of the User, or that it will operate continuously and without errors.

17.2. Under no circumstances shall AlmaTeam LLP be liable to the User or third parties for indirect losses, loss of data, damage to honor, dignity or business reputation, production stoppage, or loss of profit (unearned income), regardless of whether the company could have foreseen the possibility of such losses.

17.3. The maximum aggregate amount of the Contractor's liability (including any penalties, fines and proven actual damages) is limited to the amount actually paid by the User to the Contractor for the Services in the calendar month in which the breach of obligations occurred.

17.4. The Contractor shall not be liable for temporary technical failures or interruptions in the operation of the Platform caused by preventive maintenance, failures on the part of hosting providers, telecom operators, or actions/requirements of international application stores (App Store, Google Play) that are beyond the Contractor's reasonable control.

18. These Rules are drawn up in the Kazakh and Russian languages. In the event of any discrepancy between the versions in different languages, the version in the Russian language shall prevail.

19. DETAILS OF THE RIGHTHOLDER

Limited Liability Partnership "AlmaTeam"

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