

## **USER AGREEMENT**

### **1. GENERAL PROVISIONS**

1.1. The User Agreement (Agreement) regulates relations between **London-Almaty Insurance Company JSC** (the Company) and User who acceded to the Agreement for the purpose to apply to buy the insurance policy.

1.2. An order to buy the insurance policy (Electronic order) is a software enabling to place the order.

1.3. By agreement with conditions of the Agreement, the User provides his/her consent for processing, using and storage of personal data provided before, after and at the moment of Agreement execution with observance of the requirements of effective laws of the Republic of Kazakhstan.

1.4. By agreement with conditions of the Agreement, the User gives express consent for disclosing information that is deemed insurance secrecy and/or personal data to employees of the Insurer, Assistance, medical institutions, and other persons who are directly engaged in execution of the insurance policy.

1.5. Registration and execution of the Electronic order by the User shall be acceptance of the Agreement and confirmation that the User agrees with the terms and conditions hereof.

1.6. By accepting conditions of the Agreement, the User confirms his/her consent that the Company will process his/her data provided upon placement of an electronic order for execution of the Agreement, settlement of claims related to execution of the Agreement.

1.7. Terms and conditions of the Agreement represent public offer in accordance with article 395 of the Civil Code of the Republic of Kazakhstan under which the Company shall provide to the User free-of-charge access to Electronic order on the conditions of the Agreement.

1.8. by accepting terms and conditions of the Agreement, the User confirms his/her legal capacity and capability.

### **2. RIGHTS AND OBLIGATIONS OF THE USER**

2.1. The User undertakes to duly perform terms and conditions hereof.

2.2. The User undertakes to take due care of his/her login and takes personal responsibility for safety and confidentiality thereof.

2.3. the User undertakes not to use the Electronic order for any purposes other than purposes hereof.

2.4. the User undertakes not to use, copy, distribute materials, texts and other instruments provided on the website. The User undertakes not to take any actions that may result in distribution and use of information by the third persons.

### **3. RIGHTS AND OBLIGATIONS OF THE COMPANY**

3.1. the Company is not entitled to assign its rights and obligations hereunder to the third persons for execution hereof.

3.2. the Company can transfer information on effect of the Electronic order to the User by any communications means, via telephone if the User indicates it as a preferred means of communication.

3.3. the Company is entitled to check correctness of data provided by the User till issue of the insurance policy and if the Company finds any incorrect data, the Company reserves the right to suspend, cancel the order for insurance policy, recalculate insurance premium and other actions.

### **4. GUARANTEES AND RESPONSIBILITY OF THE PARTIES**

4.1. the Company guarantees that it will not take any actions resulting in losses incurred to the owner of the rights for Electronic order, mobile operator, copyright holder and other persons.

4.2. for non-performance or undue performance hereunder the Parties take responsibility in accordance with current legislation of the Republic of Kazakhstan.

4.3. the Company is entitled to suspend access to the Electronic order if the User violates terms and conditions of the Agreement and requirements of effective laws of the Republic of Kazakhstan.

### **5. FINAL PROVISIONS**

5.1. All issues that are not regulated by the Agreement shall be settled in accordance with the legislation of the Republic of Kazakhstan.

5.2. In case of any disputes or controversies as regards performance hereof, the User and Company shall take all efforts to amicable settlement in the course of negotiations. If disputes cannot be resolved by negotiations, such disputes shall be settled in the courts of general jurisdiction at location of the Company in the procedure established by current legislation of the Republic of Kazakhstan.

5.3.the Agreement comes into force for the User after registration and submission of the order till the Parties perform their obligations under the Agreement.

5.4. This Agreement is executed in Russian language that the User and Company understand.

5.5.If any of the provisions hereof become invalid, this cannot affect validity or enforceability of other terms and provisions hereof.