

USER AGREEMENT

1. GENERAL CONDITIONS

- 1.1 User Agreement (hereinafter referred to as the "Agreement") regulates the relations between Oil Insurance Company, JSC (hereinafter referred to as the "Company") and the User who has acceded to the Agreement for ordering the purchase of a certificate of insurance.
- 1.2 An order for the purchase of a certificate of insurance (hereinafter referred to as the "Electronic Order") is a software constituting the opportunity of placing an order.
- 1.3 By acceptance of the conditions of the Agreement, the User hereby agrees to collection, processing, use, storage and provision of personal data submitted before, after and on the date of execution of the Agreement, in compliance with all applicable laws of the Republic of Kazakhstan, including, if necessary, to third parties, of its personal data verified by an identification tool;
- 1.4 By acceptance of the conditions of the Agreement, the User hereby agrees to disclosure of information related to the insurance privilege and/or personal data, to the employees of the Insurer, Assistance, medical institutions, as well as to other persons directly associated with the issuance of a certificate of insurance.
- 1.5 Registration and issuance of the Electronic Order by the User constitutes an acceptance of the Agreement and declaration of the User's assent to its conditions.
- 1.6 By acceptance of the conditions of the Agreement, the User confirms its consent to the processing by the Company of its data provided during the issuance of the Electronic Order, for the purposes of execution of the Agreement and settlement of claims related to the execution of the Agreement.
- 1.7. By acceptance of the conditions of the Agreement, the User confirms that monetary transactions are conducted for the benefit of the User.
- 1.8. The conditions of the Agreement constitute a public offer in compliance with the Article 395 of the Civil Code of the Republic of Kazakhstan, according to the terms of which the Company grants the User a free access to the Electronic Order subject to conditions of the Agreement.
- 1.9 By acceptance of the conditions of the Agreement, the User confirms its legal capacity and exercise.
- 1.10 When specifying the subscriber number of cellular communications in the corresponding field, the User agrees to receive advisory and advertising text messages from the Company. In accordance with subparagraph 4) of paragraph 2 of the Confidentiality Agreement, the Company undertakes to keep the specified number secret and not to provide it to anybody else.

2. RIGHTS AND OBLIGATIONS OF THE USER

- 2.1 The User undertakes to duly adhere to the conditions of the Agreement.
- 2.2 The User undertakes to take appropriate measures to ensure the safety of its user name, and also shall be personally liable for security and confidentiality.
- 2.3 The User undertakes not to use the Electronic Order for any purpose other than the purposes stipulated in the Agreement.
- 2.4 The User undertakes not to use, copy or distribute the materials, texts and other tools available on the website. The User undertakes not to take any actions that cause or may cause the dissemination and use of information by third parties.

2.5. Inform the Company if the User is a foreign public official - a person appointed or elected, holding a position in the legislative, executive, administrative, judicial or military forces of a foreign state;

any person performing any public duty for a foreign state;
a person holding senior management position in organizations established by countries on the basis of agreements having the status of international treaties.

3. RIGHTS AND OBLIGATIONS OF THE COMPANY

3.1 The Company is not entitled to transfer rights and obligations under the Agreement to third parties in order to execute the Agreement.

3.2 The Company is entitled to send information on performance of the Electronic Order to the User by any means, as well as on the phone number, if it was specified by the User, as its contact method.

3.3 The Company has a right to check the information provided by the User prior to issuance of the certificate of insurance, and if the Company reveals unreliable data, the Company reserves the right to suspend, cancel the application for the purchase of a certificate of insurance, carry out an adjustment of insurance premium, and take other measures.

4. WARRANTIES AND LIABILITY OF THE PARTIES

4.1 The Company warrants that it will not take any actions aimed at infliction of damage to the holder of the rights to the Electronic Order, cellular service providers, holders of rights and other persons.

4.2 For non-performance or improper performance by the Parties of obligations under the Agreement, the Parties shall be held liable in accordance with the current legislation of the Republic of Kazakhstan.

4.3 The Company has the right to suspend access to the Electronic Order in case of violation of conditions of the Agreement by the User, as well as requirements of the current legislation of the Republic of Kazakhstan.

5. FINAL PROVISIONS

5.1 Issues not settled by the Agreement are subject to settlement in accordance with the legislation of the Republic of Kazakhstan.

5.2 In the event of any disputes or disagreements arising from the execution of the Agreement, the User and the Company shall exercise the best efforts to settle them through negotiations. In the event that disputes are not settled through negotiations, they shall be settled in a court of general jurisdiction at the location of the Company under the current statutory procedure of the Republic of Kazakhstan.

5.3 The Agreement shall become effective for the User as of the date of its registration and issuance of an order and until the Parties fulfill their obligations under the Agreement.

5.4 The Agreement is made in the Russian language which is comprehensible to the User and the Company.

5.5 If any provision of the Agreement is found invalid, this shall not affect the validity or applicability of other provisions of the Agreement.