

Standard Data Transferring Agreement

This Standard Data Transferring Agreement (“Agreement”) is entered into by and between the Customer and the Publisher from which the Customer licenses Data Products (defined below) through the Platform operated by Tech Hub Limited (doing business as the AIFC Data Marketplace or “Marketplace”).

This Agreement sets out the terms governing the Customer’s license to and use of the Data Products provided by the Publisher. It applies to all licences to Data Products acquired through the Platform under this Agreement. This Agreement is the parties’ entire agreement on this subject and merges and supersedes all related prior and contemporaneous agreements. By accepting this Agreement, the parties represent and warrant that they have the legal authority to do so, and agree to be bound by its terms.

This Agreement governs the relationship solely between the Publisher and the Customer. Both parties acknowledge that the Marketplace is not a party to this Agreement and bears no responsibility whatsoever for the actions, omissions, performance, or obligations of either party under this Agreement. The Marketplace’s role is limited to providing the Platform through which the Customer may license Data Products from the Publisher, and its relationship with the Customer and the Publisher is governed exclusively by its respective agreements with those parties. The Marketplace otherwise disclaims all liability resulting from this Agreement.

DEFINITIONS

In this Agreement the following terms shall have the meanings specified below. Other terms may be defined elsewhere in this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement. Terms not defined in this Agreement but capitalised shall have the meaning given to them in the Acting Law of the AIFC.

“Affiliate” means any legal entity that controls, is controlled by, or is under common control with a party.

“AIFC” means the Astana International Financial Centre.

“Acting Law of the AIFC” has the meaning given to it by Article 4 of the Constitutional Statute of the Republic of Kazakhstan No. 438-V dated 7 December 2015 “On the Astana International Financial Centre”.

“Applicable Law” means the Acting Law of the AIFC, as may be amended from time to time.

“Anti-Corruption Laws” means all laws against fraud, bribery, corruption, inaccurate books and records, inadequate internal controls, money-laundering, and illegal software.

“Confidential Information” is defined in the “Confidentiality” section of this Agreement.

“Customer” means a user of the Platform who licenses a Data Product through the Platform and is granted a right to use it in accordance with this Agreement.

“Customer Data” means all data, including all text, sound, software, image or video files that are provided to the Publisher or its Affiliates by the Customer through use of the Platform and/or the Data Products and includes Support Data.

“Damages” means any direct or reasonably foreseeable incidental loss, liability, deficiency, damage, fine, penalty, fee, cost and expense that a party incurs as a result of breach of this Agreement.

“Data Product” means any dataset, data feed, API, structured file or other data-related asset listen by a Publisher on the Platform, including any associated documentation, metadata, and delivery tools. A Data Product is licensed, not sold, and remains the intellectual property of the Publisher unless otherwise specified.

“Data Protection Laws” means any data protection laws and regulations under the Acting Law of the AIFC.

“End Users” means the Customer’s employees, contractors, or other individuals or entities who are authorised by the Customer to access or use the Data Products on the Customer’s behalf, solely in accordance with this Agreement and the applicable Listing.

“Intellectual Property Rights” means any and all intellectual property of every kind and description anywhere in the world, including (a) patents and applications for patents; (b) service marks, trade dress, trade names, logos, corporate names, unregistered and registered trademarks and applications for trademark registration; (c) registered and unregistered copyrights and applications for copyright registration, software, data and databases; (d) Internet domain names; (e) trade secrets and other confidential information and materials; and (f) all legal rights arising from items (a) through (e), including the right to prosecute and perfect such interests and rights to sue, oppose, cancel, interfere, and enjoin based upon such interests.

“Listing” means the catalogue entry or description of a Data Product displayed on the Platform, including its description, metadata, pricing, and applicable license terms. Each Listing constitutes the Publisher’s offer to license the Data Product under the terms specified therein and becomes binding upon acceptance by the Customer through the Platform.

“Personal Data” means any information relating to an identified or identifiable natural person and any other data information that constitutes personal data or personal information under the Data Protection Laws. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more

factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

“Platform” means the online platform accessible at <http://datamarketplace.kz>, including any associated websites, web pages, applications, services, or tools operated by the Marketplace, through which users can access, browse, license, or interact with Data Products.

“Publisher” means a person or entity that lists, offers, and licenses Data Products to Customers through the Platform, retaining all intellectual property rights in the Data Products unless expressly transferred under a separate written agreement.

“Representatives” means a party’s employees, contractors, advisors and consultants.

“Support Data” means all data, including all text, sound, video, image files, or software, that are provided to the Publisher by the Customer (or that the Customer authorizes the Publisher to obtain from the Data Product) through an engagement with the Publisher to obtain technical support for the Data Product covered under this Agreement.

“Use” means to access, process, analyse, reproduce, display, or otherwise interact with the Data Product, whether manually or through automated tools or systems, solely as permitted under this Agreement and the applicable Listing.

TERMS AND CONDITIONS

1. License To Data Products

1.1 License Grant.

Data Products are licensed, not sold. Upon acceptance of a Listing and subject to the Customer’s compliance with this Agreement, the Publisher grants the Customer a non-exclusive license to access and use the licensed Data Products for the term specified in the applicable Listing. These licenses are solely for the Customer’s own use and business purposes and are non-transferable except as expressly permitted under this Agreement or the Applicable Law.

The Data Products may contain or be provided with components that are subject to open-source licenses. Any use of those components may be subject to additional terms and conditions and the Customer agrees that any applicable licenses, acts and laws governing the use of the components will be incorporated by reference in this Agreement.

1.2 Listings.

Each Listing sets out the description, license scope, usage restrictions, pricing, delivery method, availability, and any applicable refund policy for the corresponding Data Product. Listings may also specify license duration, renewal terms, technical requirements, and any data usage limitations (e.g., internal use only, no redistribution, no reidentification, etc.).

By licensing a Data Product through the Platform, the Customer agrees to the terms set out in the applicable Listing, which form a binding agreement between the Customer and the Publisher, together with this Agreement.

In the event of a conflict between the terms of this Agreement and a Listing, the terms of the Listing shall prevail, but only with respect to that specific Data Product.

The Publisher is solely responsible for the accuracy, completeness, and enforceability of its Listings. The Customer is responsible for reviewing all applicable Listing terms before licensing a Data Product.

1.3 End Users.

The Customer is responsible for managing access to and use of the Data Products by End Users and shall ensure that all End Users comply with this Agreement. The Customer remains liable for any unauthorised or non-compliant use of the Data Products by its End Users. The Customer shall cooperate with the Publisher in good faith to investigate any suspected misuse of the Data Products, upon written notice and reasonable justification.

1.4 Affiliates.

The Customer may permit its Affiliates to use the Data Products licensed by the Customer under this Agreement. In such cases, the licenses granted to the Customer under this Agreement shall extend to such Affiliates, provided that:

- a) the Customer has the sole right to enforce this Agreement against the Publisher;
- b) the Customer remains responsible for all obligations under this Agreement;
- c) the Customer remains liable for its Affiliates' compliance with this Agreement and any applicable Listing(s).

1.5 Reservation of Rights.

The Publisher reserves all rights not expressly granted to the Customer under this Agreement. The Data Products are protected by intellectual property laws under the Applicable Law. This Agreement does not grant the Customer any rights to

implement the Publisher's patents, trade secrets, or other proprietary rights in any hardware, software, or services other than as explicitly permitted herein.

1.6 Use Subject to Ongoing Compliance.

The Customer's right to use any licensed Data Product is conditioned upon ongoing compliance with this Agreement and the applicable Listing. The Publisher may suspend or revoke such rights in the event of a material breach, including where the Data Product has already been delivered, downloaded, or otherwise made accessible to the Customer.

2. Privacy and Data Handling

- 2.1 The parties agree that no Personal Data shall be included in or transferred through the Data Products licensed under this Agreement. Each party represents and warrants that it will not knowingly process (including collect, use, store, license, or transfer) any Personal Data in connection with the use of the Data Products, unless expressly permitted under this Agreement or required by Applicable Law.
- 2.2 The Publisher represents and warrants that all Data Products licensed to the Customer contain only anonymised or non-identifiable data, and are free of any Personal Data
- 2.3 The Customer represents and warrants that any Customer Data provided to the Publisher or its Affiliates in connection with the use of the Data Products will not contain any Personal Data.
- 2.4 The Publisher may collect and use Support Data solely for the purpose of providing technical support for the licensed Data Products. The Publisher shall not use Support Data for any other purpose unless otherwise agreed to in writing by the Customer.
- 2.5 Contact information provided by either party through the Platform may be used for transactional, administrative, and support-related communication between the parties in connection with this Agreement. Such use does not constitute processing of Personal Data under the Data Protection Laws, unless the applicable law defines contact information as Personal Data. In such cases, the parties agree to limit use to what is strictly necessary for the performance of this Agreement.
- 2.6 If either party becomes aware that any Data Product or associated data transferred under this Agreement contains or may contain Personal Data, that party shall:

- a) promptly notify the other party (and, if applicable, the Marketplace) within 24 hours of discovery;
- b) cease any further use, distribution, or processing of the affected data; and
- c) cooperate in good faith to remove or remediate the Personal Data in compliance with Applicable Law.

The Publisher shall be responsible for ensuring that any such Personal Data is removed from the Data Product and shall bear any costs or liabilities associated with its removal, unless otherwise agreed in writing by the parties.

3. Confidentiality

3.1 Non-Disclosure Agreement.

The parties will treat all Confidential Information exchanged under this Agreement in accordance with any separate non-disclosure agreement (“NDA”) executed between them. If no separate NDA is in effect, the provisions below shall govern the exchange and protection of Confidential Information by the parties.

3.2 Confidential Information.

“Confidential Information” means non-public information disclosed by one party to the other that is designated as confidential or that a reasonable person would understand to be confidential, including, but not limited to, Customer Data, Support Data, the terms of this Agreement, and account access credentials. Confidential Information does not include information that:

- a) becomes publicly available without a breach of a confidentiality obligation;
- b) the receiving party received lawfully from another source without a confidentiality obligation;
- c) is independently developed without reference to the other party’s Confidential Information; or
- d) consists of comments or suggestions voluntarily provided by one party to the other regarding the other party’s business, products, or services.

3.3 Protection of Confidential Information.

Each party will take reasonable steps and use reasonable administrative, physical, and technical safeguards to protect the other party’s Confidential Information and will use the other party’s Confidential Information solely for purposes of fulfilling its obligations under this Agreement. Neither party shall disclose Confidential Information to third parties, except to its Representatives,

who have a legitimate need to know such information and who are subject to written confidentiality obligations no less protective than those set forth in this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorised use or disclosure, must promptly notify the other party.

3.4 Disclosure Required by Law.

If a party is required by Applicable Law or legal process to disclose the other party's Confidential Information, it shall (if legally permitted) provide prompt written notice to the disclosing party to allow it to seek a protective order or other appropriate remedy. The party compelled to disclose shall only disclose the minimum amount of Confidential Information legally required.

3.5 Duration of Confidentiality Obligation.

These confidentiality obligations shall remain in effect:

- a) for Customer Data, until such data is deleted or returned by the Publisher; and
- b) for all other Confidential Information, for a period of 5 (five) years from the date of disclosure.

3.6 Return or Deletion of Data Upon Termination.

Upon termination or expiration of this Agreement, each party shall:

- a) return or permanently delete all Confidential Information of the other party in its possession or control, except as required to be retained by Applicable Law or regulatory obligations;
- b) ensure that all copies of such information held by its Affiliates or Representatives are similarly returned or deleted; and
- c) in the case of the Publisher, securely delete all Customer Data and Support Data in its possession, unless the Customer has provided written instructions to the contrary or unless retention is required by Applicable Law.

If a party retains any Confidential Information as required by Applicable Law, it shall continue to protect such information in accordance with the confidentiality provisions of this Agreement for as long as it is retained.

4. Representations, Warranties and Disclaimers

4.1 Publisher Representation and Warranties.

The Publisher represents and warrants, as of the Effective Date and throughout the term of this Agreement, that:

- a) it has the full right, power, and authority to enter into and perform its obligations under this Agreement, and to grant the rights and licenses set forth herein;
- b) the execution and performance of this Agreement will not violate any contract, obligation or agreement to which the Publisher is a party or by which it is bound;
- c) the Data Products licensed under this Agreement:
 - (i) do not infringe, misappropriate, or otherwise violate any third-party Intellectual Property Rights;
 - (ii) do not contain any viruses, malware or malicious code intended to disrupt, damage, or gain unauthorized access to any systems; and
 - (iii) do not contain any Personal Data;
- d) while performing under this Agreement, the Publisher will comply with the Applicable Law, including Data Protection Laws and Anti-Corruption Laws, and will provide training to its employees regarding Anti-Corruption Laws.

4.2 Customer Representations and Warranties.

The Customer represents and warrants, as of the Effective Date and throughout the term of this Agreement, that:

- a) it has the full right, power, and authority to enter into and perform its obligations under this Agreement;
- b) any use of the Data Products will comply with the terms of this Agreement, the applicable Listing, and all Applicable Law, including restrictions on redistribution, export, or misuse;
- c) it will not attempt to reverse-engineer, decompile, or otherwise derive the structure or source of any Data Products, except as expressly permitted by Applicable Law.

4.3 Disclaimers.

Except as expressly stated in this Agreement, the Data Products are provided “as is”. To the maximum extent permitted by Applicable Law, the Publisher disclaims any and all other warranties (express, implied or statutory, or otherwise) including of merchantability or fitness for a particular purpose, whether arising by a course of dealing, usage or trade practice, or course of performance.

5. Defence Of Third-Party Claims

5.1 By the Customer.

The Customer shall defend the Publisher and its Affiliates from and against any and all third-party claim, action, suit, or proceeding arising from or related to the Customer's or any End User's breach of this Agreement or violation of applicable user terms (a "Claim Against Publisher"). The Customer shall indemnify the Publisher and its Affiliates for all reasonable attorney's fees, Damages, and other costs finally awarded against them, and for amounts paid by the Publisher or its Affiliates under a settlement of a Claim Against Publisher that was approved in advance by the Customer.

The Publisher must provide the Customer with prompt written notice of any Claim Against Publishers and allow the Customer to assume sole control of the defence and settlement of the claim, and cooperate reasonably in the defence and settlement. The Customer shall not settle any claim without the Publisher's prior written consent if such settlement imposes liability or obligations on the Publisher beyond monetary payment.

5.2 By the Publisher.

The Publisher shall defend the Customer from and against any third-party claim, action, suit, proceeding, or demand alleging that the use of a Data Product in accordance with this Agreement:

- a) infringes or misappropriates a third party's Intellectual Property Rights; or
- b) violates the Applicable Law, including Data Protection Laws (a "Claim Against Customer").

The Publisher shall indemnify the Customer for all reasonable attorney's fees incurred, Damages, and other costs finally awarded against the Customer, and for amounts paid by the Customer under a settlement of a Claim Against Customer that was approved in advance by the Publisher.

This indemnity shall not apply to the extent the Claim Against Customer arises from:

- (i) any modification, combination, or development of the Data Product that was not performed or authorised by the Publisher in writing; or
- (ii) any use of the Data Product in breach of this Agreement and the applicable Listing.

The Customer must provide the Publisher with prompt written notice of any Claim Against Customer and allow the Publisher to assume sole control of the

defence and settlement of the claim, and cooperate reasonably in the defence and settlement. The Publisher shall not settle any claim without the Customer's prior written consent if such settlement imposes liability or obligations on the Customer beyond monetary payment.

This Clause states the Publisher's sole liability with respect to, and the Customer's exclusive remedy against the Publisher for, any Claim Against Customer.

5.3 Settlement and Counsel Rights.

Notwithstanding anything contained in the above subsections:

- a) an indemnified party will always be free to retain its own legal counsel at its own expense; and
- b) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified party (such consent not to be unreasonably withheld), if:
 - (i) the claim involves a government authority;
 - (ii) the settlement includes an admission of wrongdoing or liability by the indemnified party;
 - (iii) the settlement does not include a full release of liability for the indemnified party; or
 - (iv) the settlement imposes non-monetary obligations on the indemnified party.

6. Pricing And Payment

- 6.1 Each Data Product licensed under this Agreement will be subject to the pricing terms set forth in the applicable Listing. The Publisher may offer Data Products free of charge or for a fee, as determined in its sole discretion.
- 6.2 The Customer agrees to pay the Publisher the applicable fees for any licensed Data Products in accordance with the terms of the applicable Listing.
- 6.3 Payment for Data Products is processed through the Platform. The Customer acknowledges that such payments are collected by the Marketplace as a limited commercial agent of the Publisher. Payment made to the Marketplace shall be deemed payment to the Publisher.
- 6.4 All prices are exclusive of applicable taxes unless otherwise stated. The Customer is responsible for paying any taxes, duties, or charges imposed in connection with the license or use of the Data Products.

- 6.5 Except as required by Applicable Law or as expressly stated in the applicable Listing or agreed between the Customer and the Publisher in writing, all payments for licensed Data Products are non-refundable. Any refund obligations that may arise are the sole responsibility of the Publisher. The parties acknowledge that the Marketplace, as a payment intermediary, is not responsible for issuing refunds from its own funds.

7. Force Majeure

- 7.1 A “Force Majeure Event” means any event or circumstance beyond a party’s reasonable control including, without limitation:
- a) acts of God, flood, drought, earthquake or other natural disaster;
 - b) epidemics, pandemics. or public health emergencies;
 - c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - d) nuclear, chemical or biological contamination or sonic boom;
 - e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
 - f) fire, explosion, or structural collapse.
- 7.2 Provided it has complied with Clause 7.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (“Affected Party”), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 7.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 7.4 The Affected Party shall:
- a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 3 (three) calendar days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- 7.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 (thirty) calendar days, the party not affected by the Force Majeure Event may terminate this Agreement by giving 15 (fifteen) calendar days' written notice to the Affected Party.

8. Term And Termination

8.1 Term.

This Agreement shall remain in effect until terminated by either party in accordance with this Clause 8. The term of each individual license to a Data Product shall be as specified in the applicable Listing. Where no specific term is stated, the license shall be deemed to continue indefinitely, subject to earlier termination in accordance with this Agreement or the Listing.

8.2 Termination Without Cause.

Either party may terminate this Agreement without cause by providing the other party with at least 10 (ten) calendar days' prior written notice. Termination of this Agreement shall not affect any active licenses to Data Products, which will continue in effect according to their respective terms as stated in the applicable Listing, unless otherwise specified in the notice in accordance with subclause a) of Clause 8.3, otherwise agreed in writing or required by the Applicable Law.

Termination under this clause shall not entitle the Customer to any refund or credit for unused portions of a license, except as otherwise agreed in writing or required by the Applicable Law.

8.3 Termination For Cause.

Without limiting other remedies it may have, either party may terminate this Agreement immediately upon written notice if the other party materially breaches the Agreement and fails to cure the breach within 10 (ten) calendar days after receipt of notice describing the breach. Upon termination for cause:

- a) The terminating party may also terminate any active licenses to Data Products by specifying such termination in the notice. Unless so specified, existing licenses shall remain in effect in accordance with their terms.
- b) All outstanding amounts under any unpaid invoices will become immediately due and payable.
- c) If the Publisher is in breach, the Customer is entitled to a pro-rata credit or refund for any prepaid fees covering the period after the effective date of termination.

8.4 Suspension.

The Publisher may suspend the Customer's access to or right to use the Data Product, in whole or in part, without terminating this Agreement during any period of the Customer's material breach of this Agreement. The Publisher shall provide the Customer with reasonable prior notice of any such suspension, unless immediate action is required to prevent harm or unauthorised use. Any suspension shall be limited in scope and duration to what is reasonably necessary to address the breach.

8.5 Mutual Termination.

The Agreement may be terminated at any time upon mutual agreement of the parties.

8.6 Termination Upon Account Deletion.

This Agreement shall be deemed terminated automatically upon deletion of a party's account on the Platform, unless the parties expressly agree otherwise in writing. Such termination shall not affect the validity or continuation of any active licenses to Data Products, which shall remain in effect in accordance with the terms of the applicable Listing, unless otherwise agreed or permitted under this Agreement.

8.7 Effect of Termination and Survival.

Upon termination of this Agreement:

- a) each party shall return or delete the other party's Confidential Information in accordance with Clause 3, except where retention is required to perform or enforce any surviving licenses or as required by Applicable Law;
- b) any rights and obligations that by their nature should survive termination shall remain in effect, including confidentiality, disclaimers, limitations of liability, indemnities, and dispute resolution provisions.

Termination shall not affect any rights accrued or obligations incurred prior to the effective date of termination.

9. Governing Law and Dispute Resolution

- 9.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Acting Law of the AIFC.

- 9.2 If any dispute arises in the course of fulfilment of obligations under this Agreement, the parties shall endeavour to take all necessary measures to settle the disputes without recourse to litigation.
- 9.3 If the parties have not come to a settlement or in case either party avoids conduct of negotiations, any dispute, whether contractual or non-contractual, arising out of or in relation to this agreement, including any question regarding its existence, validity or termination, may first be submitted to mediation at the AIFC International Arbitration Centre (“the IAC”) under its Arbitration and Mediation Rules 2022. If the dispute is not resolved by mediation, then the parties shall refer the dispute to arbitration at the IAC. In that case, any dispute, controversy, difference or claim, whether contractual or non-contractual, arising out of or in relation to this Agreement, including its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved by arbitration administered by the IAC in accordance with the IAC Arbitration and Mediation Rules in force on the date on which the Request for Arbitration is filed with the Registrar of the IAC, which Rules are deemed to be incorporated into this clause. The number of arbitrators shall be one. The arbitrator shall be appointed by agreement of the parties. The seat of the arbitration will be Astana International Financial Centre, Astana, Kazakhstan. The language of the arbitration proceedings shall be the English language.

10. Miscellaneous

10.1 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written communications, proposals, or representations.

10.2 Independent Contractors.

The parties are independent contractors and nothing in this Agreement creates a partnership, joint venture, agency, or fiduciary relationship between them. Each party may develop or acquire products or services independently, provided that it does not use or disclose the other party’s Confidential Information in doing so.

10.3 Non-Exclusivity.

This Agreement is non-exclusive. Nothing in this Agreement restricts either party from entering into similar agreements with third parties or from developing, licensing, or promoting their own or third-party data products or services, provided such activities do not violate this Agreement or the confidentiality obligations herein.

10.4 Amendments.

This Agreement may only be amended or modified by a written agreement signed by both parties. The Publisher may not unilaterally change the terms of this Agreement during the term of the Agreement.

10.5 Severability.

If any provision of this Agreement is held to be unenforceable or invalid under the Applicable Law, the remaining provisions shall remain in full force and effect.

10.6 No Third-Party Beneficiaries.

This Agreement does not create any third-party rights or remedies except as expressly provided by its terms.

10.7 Notices.

All notices required or permitted under this Agreement shall be in writing and delivered by email, courier, or registered mail. Notices shall be deemed received on the date of delivery, as evidenced by a delivery receipt or transmission confirmation. Notices to the Publisher shall be sent to the contact address specified in the applicable Listing. Notices to the Customer shall be sent to the contact identified in the Customer's account. The Publisher may also provide operational or transactional communications and notices to the Customer by email, other electronic form or through the Platform.

10.8 Data Protection Liability.

Each party shall be solely responsible for any breach of this Agreement relating to Personal Data processing restrictions in violation of Applicable Law or the Data Protection Laws. Nothing in this Agreement shifts or limits either party's direct legal obligations under such laws.