

TERMS OF USE

By accessing or using this Platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use ("Terms").

Please read these Terms carefully before proceeding to access or use any information or services available through the Platform.

If you do not agree to these Terms or the Privacy Policy applicable to this Platform, you must not access or use the Platform.

Unless otherwise defined in this Terms, all capitalised terms shall have the same meaning as in Privacy Policy or AIFC Data Protection Regulations.

Definitions

In this Policy the following terms shall have the meanings specified below. Other terms may be defined, as indicated from time to time, in the AIFC Data Protection Regulations, unless the contrary intention appears.

A) CUSTOMER

Customer means a user of the Platform who licenses a Data Product on the basis of a Listing through the Platform and is granted a limited right to use it in accordance with the applicable license terms and the Standard Data Transferring Agreement.

B) DATA CONTROLLER

Data Controller means Tech Hub Limited (doing business as the AIFC Data Marketplace ("Marketplace")), a private company with BIN 190440900127 registered in the Astana International Financial Centre, which, alone or jointly with other Persons, determines the purposes and means of the Processing of Personal Data.

C) DATA PROCESSOR

Data Processor means any Person who Processes Personal Data, including the Data Controller or a Person that does it on behalf of the Data Controller.

D) DATA PRODUCT

Data Product means any dataset, data feed, API, structured file or other data-related asset listed by the Publisher on the Platform, including any associated documentation, metadata, and delivery tools.

E) DATA SUBJECT

Data Subject, in relation to Personal Data, means the individual to whom the Personal Data relates.

F) PERSONAL DATA

Personal Data means any Data referring to an Identifiable Natural Person.

G) PLATFORM

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.

H) PROCESSING

Process, in relation to Personal Data, means perform any operation or set of operations on the Personal Data, whether or not by automatic means, and includes, for example, the collection, recording, organisation, storage, adaptation or alteration, retrieval, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction of the Personal Data.

I) PUBLISHER

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.

J) RECIPIENT

Recipient, in relation to Personal Data, means any Person to whom the Personal Data is disclosed (whether or not a Third Party), but does not include a regulator, the police or another government agency of any jurisdiction if the agency receives the Personal Data in the framework of a particular inquiry.

K) LISTING

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.

1. Eligibility

By accessing and using the Platform, you represent and warrant that:

- (a) You are at least 18 years of age;
- (b) You have the legal capacity to enter into a binding agreement; and
- (c) You are not prohibited or otherwise legally restricted from accessing or using this Platform.

The Platform is not intended for individuals under the age of 18 ("Children").

We do not knowingly collect Personal Data from Children. If you are a parent or guardian and you believe that a Child has provided Us with Personal Data, please contact Us. Upon becoming aware of any such collection, We will promptly take steps to remove that information from Our servers.

2. User Accounts

2.1 Account Registration

To access certain features of the Platform, you must create an account. You may register either as a Customer (to obtain licenses for Data Products) or as a Publisher (to list and make available for Listings for licensing Data Products). All users must provide accurate, current, and complete information during the registration process and keep this information up to date.

2.2 Responsibilities of Account Holders

You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to:

- (a) not share your login credentials with any unauthorised third party;

- (b) immediately notify Us of any unauthorised use of your account or any other breach of security;
- (c) ensure that all persons who access the Platform through your account comply with these Terms.

The Marketplace shall not be liable for any loss or damage arising from your failure to comply with these obligations.

2.3 Account Suspension and Termination

We reserve the right to suspend or terminate your account at Our sole discretion if:

- (a) you breach these Terms or any applicable policy or agreement (including the Customer or Publisher Agreement);
- (b) We are required to do so by law or regulatory authority;
- (c) your use of the Platform poses a risk to the security, reputation, or operation of the Marketplace.

You may terminate your account at any time by contacting support.

3. Services Overview

The Platform operated by the Marketplace connects Publishers (data providers) and Customers (data consumers). Through the Platform:

- (a) Publishers can create Listings for their Data Products, set pricing and license terms, and offer them to Customers;
- (b) Customers can search for, evaluate, and license Data Products for permitted uses, based on the license terms stated in each Listing.

The Marketplace facilitates transactions between Customers and Publishers and acts as a payment intermediary, but is not a party to the license between the Customer and Publisher.

Each Listing constitutes a public offer by the Publisher to license a Data Product, and the Customer's acceptance of that offer forms a binding agreement governed by the Listing terms and the Standard Data Transferring Agreement.

4. Fees

4.1 Platform Access

Browsing the Platform and creating an account is free. Licensing Data Products, however, may require payment as specified in the relevant Listing.

4.2 Pricing

Each Listing includes the applicable price and licensing terms for the corresponding Data Product. Pricing is set by the Publisher and shall be displayed in USD and KZT.

4.3 Payment Processing

The Marketplace collects payments on behalf of Publishers as their limited commercial agent. Payment to the Marketplace is considered payment to the Publisher. The Marketplace may deduct applicable service fees or charges as set out in the Publisher Agreement.

4.4 Taxes

You are responsible for all taxes (e.g., VAT, GST, sales tax) associated with your licensing of Data Products, unless explicitly stated otherwise in the Listing or an applicable policy or agreement.

4.5 Refunds

Data Products are non-refundable unless:

- (a) required by Applicable Law,
- (b) the Publisher explicitly offers a refund policy in the Listing, or
- (c) otherwise is agreed between the Customer and the Publisher in writing.

The Marketplace does not issue refunds from its own funds.

5. Intellectual Property and Confidentiality

5.1 Ownership of Content

All intellectual property rights in and to the Platform, including its design, features, software, underlying technology, visual elements, and any text, graphics, logos, icons, and other materials ("Content") are owned by or licensed to the Marketplace, are protected by applicable copyright, trademark, and other intellectual property laws and will remain the exclusive property of the Marketplace or its licensors.

Use of the Platform does not grant you any rights, title, or interest in or to the Platform or its Content, except for the limited rights to access and use the Platform in accordance with these Terms, the Privacy Policy and other applicable policies and agreements.

Publishers retain ownership of all intellectual property rights in their own Data Products and Listings, subject to the right granted to the Marketplace to host and display such content on the Platform in accordance with the Publisher Agreement.

Customers retain ownership of any Customer Data they submit through their authorised use of the Platform, subject to the limited rights granted to the Marketplace and applicable Publishers for support and transaction purposes, as outlined in the Privacy Policy or relevant agreements.

5.2 Use Restrictions

No part of this Platform or its Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including for commercial purposes) without the prior written consent of the Marketplace.

5.3 Confidentiality

You agree not to disclose, reproduce, or use for any purpose unrelated to your permitted use of the Platform any confidential or proprietary information that you may access through the Platform, except as expressly permitted by the Marketplace or required by the Applicable Law. "Confidential Information" includes, without limitation, unpublished Data Product information, business logic, algorithms, pricing not publicly disclosed, technical documentation, and any other information that is either marked as confidential or that a reasonable person would understand to be confidential under the circumstances.

This obligation does not apply to information that:

- (a) becomes public through no fault of your own;

- (b) is lawfully obtained from a third party without breach of any obligation; or
- (c) is required to be disclosed by the Applicable Law, in which case you must notify the Marketplace promptly (unless prohibited by the Applicable Law).

6. Acceptable Use

6.1 General Conduct Requirements

You agree to use the Platform only for lawful purposes and in accordance with these Terms. You must use the Platform in a manner that respects the rights of others and does not harm, disrupt, or compromise the integrity, performance, or security of the Platform or any Data Product offered through it.

For Publishers, these Acceptable Use rules apply in addition to the specific obligations set out in Clause 7 (Publishing Policies).

6.2 Prohibited Conduct

You must not, and you agree not to allow or assist any third party to:

- (a) Use the Platform in any way that violates Applicable Law or any third party's intellectual property, privacy, or other legal rights;
- (b) Access or use the Platform for any purpose other than its intended use as defined in these Terms and the applicable agreements;
- (c) Upload, submit, or transmit any content that is unlawful, defamatory, infringing, obscene, threatening, or otherwise objectionable;
- (d) Attempt to gain unauthorised access to any portion or feature of the Platform, or to any other systems or networks connected to the Platform;
- (e) Introduce or transmit viruses, malware, or any other malicious code;
- (f) Interfere with or circumvent security or access controls;
- (g) Use scraping tools, bots, or automated systems to extract data from the Platform;
- (h) Misrepresent your identity, affiliations, or the origin of any data or communication;
- (i) Use the Platform in any way that could damage, disable, overburden, or impair the Platform's operation.

6.3 Data Usage Restrictions

You may only use Data Products obtained through the Platform in accordance with the license terms set out in the applicable Listing and the Standard Data Transferring Agreement. You must not:

- (a) Use any Data Product for purposes not expressly permitted in the Listing;
- (b) Redistribute, resell, or sublicense any Data Product unless expressly allowed;
- (c) Attempt to re-identify individuals in anonymized or aggregated datasets;
- (d) Use Data Products in violation of applicable AIFC Data Protection Regulations;
- (e) Combine licensed data with other data sources to create derivative products in violation of the original license.

6.4 Enforcement and Consequences

We reserve the right to investigate suspected violations of this Section and to take any action we deem appropriate, including:

- (a) Issuing warnings or formal notices;

- (b) Suspending or terminating your account;
- (c) Blocking access to the Platform;
- (d) Removing any offending content or data;
- (e) Reporting violations to law enforcement or regulatory authorities, where required.

In cases where enforcement action is taken, you may have the opportunity to appeal under Clause 6.6. However, the Marketplace retains sole discretion over final decisions regarding Acceptable Use violations and enforcement.

6.5 Reporting Violations

If you become aware of any misuse of the Platform or violation of these Terms, including abusive behavior, unauthorised access, or prohibited use of Data Products, you are encouraged to report it to Us promptly at tech@aifc.kz. Please provide as much detail as possible to assist Us in investigating the issue.

6.6 Appeals Process

If your account is suspended or terminated under this Section, and you believe the action was made in error, you may submit a written appeal within ten (10) calendar days of receiving notice. Appeals should be sent to tech@aifc.kz and must include supporting information or context.

The Marketplace will review the appeal in good faith and may, at its sole discretion, modify or reverse the decision. Appeals do not guarantee reinstatement. All decisions following review are final.

7. Publishing Policies

7.1 Overview

A Publisher is any registered user who offers Data Products for licensing or use through the Platform. Publishing activities include creating Listings, setting pricing and license terms, uploading data or metadata, and interacting with Customers regarding Data Products.

Publishers are also subject to the Acceptable Use rules described in Clause 6.

7.2 Accuracy and Updating

Publishers must ensure that all Listings are accurate, complete, and not misleading. Each Listing must reflect the actual nature, contents, and permitted uses of the Data Product.

Publishers are responsible for promptly updating or removing Listings that contain outdated information, are no longer available, or have otherwise changed in a material way.

7.3 Legal Compliance

Publishers are solely responsible for ensuring that their Data Products and publishing activities comply with all applicable laws and regulations, including:

- The AIFC Data Protection Regulations and any other relevant data protection laws;
- Intellectual property laws, including copyright, database rights, and trade secrets;
- Contractual obligations, such as data-sharing agreements or licensing restrictions that apply to source data.

Publishers must have all necessary rights, licenses, and authorisations to publish and license the Data Products they list on the Platform.

7.4 Prohibited Content

Publishers must not upload, list, or distribute Data Products that:

- Contain Personal Data, except where explicitly permitted by the Applicable Law and Platform policy;
- Are infringing, misleading, deceptive, or fraudulent;
- Violate any third-party rights, including IP, confidentiality, or contractual restrictions;
- Are unlawful, defamatory, or designed to cause harm or disruption;
- Include data that was obtained through unauthorised or illegal means.

The Marketplace reserves the right to interpret these rules broadly to maintain data integrity and legal compliance.

7.5 Enforcement

The Marketplace may, at its sole discretion and without notice:

- Remove any Listing or Data Product that violates this Clause or any other provision of these Terms;
- Request clarification, supporting documentation, or proof of rights from the Publisher;
- Suspend or terminate the Publisher's account in the event of serious or repeated violations.

Enforcement decisions are made to protect the integrity of the Platform and ensure legal compliance and may be taken without prior warning in urgent or high-risk cases.

7.6 Liability

Publishers are solely responsible for the legality, accuracy, and quality of the Data Products they publish on the Platform.

The Marketplace acts only as an intermediary and assumes no responsibility for the content of Listings or Data Products provided by Publishers.

Publishers agree to indemnify and hold harmless the Marketplace from any claims, losses, or liabilities arising from the publication or licensing of their Data Products.

8. Data Transactions and Licensing

All data transactions conducted through the Platform involve licensing agreements directly between the Customer and the Publisher. The licensing terms applicable to each Data Product are those specified in the corresponding Listing and governed by the Standard Data Transferring Agreement, which is deemed accepted by both parties upon completion of a transaction.

The Marketplace is not a party to any licensing agreement between Customers and Publishers and does not endorse, guarantee, or assume any responsibility for:

- The accuracy, completeness, or fitness for purpose of any Data Product;
- The lawfulness or enforceability of any license terms; or
- Any disputes, losses, or liabilities arising out of the transaction.

By using the Platform, you acknowledge and agree that:

- The Marketplace acts solely as a facilitator of data transactions and a limited commercial agent for payment processing;
- The Marketplace does not verify the content or legality of Data Products listed by Publishers;
- Any legal obligations or liabilities related to the licensing or use of Data Products rest entirely with the relevant Publisher and Customer.

9. Data Protection

9.1 User Information

When you register on the Platform, you provide personal and business contact information (e.g., name, email, organisation, role) that may be visible to other users as necessary to facilitate licensing transactions, support requests, and other Platform interactions.

For example:

- Customers may receive contact details of the relevant Publisher for support or product inquiries;
- Publishers may receive the Customer's basic contact information to enable fulfilment of a license or respond to support needs.

We do not make contact details publicly searchable or accessible beyond what is required for Platform functionality and transaction administration.

9.2 Usage Data and Analytics

We may collect and process data about how you interact with the Platform, including pages visited, Listings viewed, transaction activity, and general usage trends. This information helps us improve Platform performance, monitor security, and understand user needs. This data may be aggregated and anonymised for analytical or commercial purposes.

9.3 Sharing with Third Parties

We do not sell your Personal Data. However, we may share it with:

- Service providers who help us operate the Platform (e.g., payment processors, hosting providers), under appropriate confidentiality and data protection obligations;
- Publishers or Customers, as applicable, to complete transactions or provide requested services;
- Regulatory authorities, if required by the Applicable Law or in response to lawful requests.

9.4 Your Rights and Our Privacy Policy

Your use of the Platform is subject to our Privacy Policy which explains in detail how we collect, use, store, and protect your Personal Data, and outlines your rights under the AIFC Data Protection Regulations and other applicable laws.

By using the Platform, you consent to our processing of your data as described in these Terms and in the Privacy Policy.

10. Disclaimers and Indemnity

10.1 Informational Content Disclaimer

The Platform and its content are provided for general information purposes only and should not be relied upon as the basis for making business, legal, or financial decisions. The content on the Platform is not intended to substitute specific professional advice. The Marketplace makes no warranties or representations as to the accuracy, authenticity, or completeness of any information on the Platform. The Marketplace accepts no responsibility for any content posted on the Platform and reserves the right to modify or remove any content at its discretion.

10.2 No Warranties

Your use of the Platform is at your sole risk. The Platform and all its content are provided on an “as is” and “as available” basis, with no express, implied, or statutory warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, freedom from viruses, title, non-infringement or compatibility with your devices or systems.

10.3 Technical Limitations

The Platform may not be accessible, error-free or fully functional on all devices or browsers. It is your responsibility to ensure that your device is compatible with the Platform and its functionality. Accessing or using the Platform is done at your own risk. The Marketplace does not guarantee compatibility or uninterrupted access.

10.4 Limitation of Liability

To the maximum extent permitted by the Applicable Law, the Marketplace and its affiliates, officers, employees and service providers shall not be liable for any direct, indirect, punitive, incidental, special, or consequential damages or losses (including, but not limited to, lost profits, loss of data, or business interruption) arising from your access to or use of, or inability to use, the Platform or any of its content.

10.5 Content Accuracy and Updates

The content appearing on the Platform may contain technical inaccuracies, typographical, or photographic errors or out-of-date information. The Marketplace makes no warranties or representations regarding the accuracy, completeness, reliability, or timeliness of the content on the Platform. The Marketplace may modify the materials on the Platform at any time without prior notice. Any reliance you place on such content is strictly at your own risk.

10.6 Infrastructure and Network Risks

The Marketplace is not responsible for any technical issues, failures, or malfunctions of networks, servers, online systems, software, or other infrastructure, including but not limited to issues arising from email failures, server downtime, software errors, or Internet congestion, that may affect the availability or performance of the Platform.

10.7 External and Third-Party Content

References to any specific commercial product, service, or process by trade name, trademark, manufacturer, or otherwise, that may be displayed on the Platform, do not constitute or imply endorsement, recommendation, or preference by the Marketplace. The views and opinions expressed by document authors on the Platform do not necessarily reflect those of the Marketplace or any of its affiliates.

11.Changes to These Terms

We may update or modify these Terms of Use from time to time to reflect changes in the Applicable Law, improvements to the Platform, or updates to our business practices. When changes are made, we will post the revised Terms on the Platform and update the "Last Updated" date at the top of the document.

Your continued use of the Platform after any changes become effective constitutes your acceptance of the revised Terms.

12. Governing Law and Dispute Resolution

12.1 Governing Law

These Terms, and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with them or their subject matter or formation, are subject to and governed by the Acting Law of the Astana International Financial Centre (AIFC).

12.2 Dispute Resolution

In the event of a dispute arising in connection with the performance of obligations under these Terms, the parties shall take all reasonable steps to resolve the dispute amicably through good faith negotiations without resorting to litigation.

If the parties are unable to reach an amicable settlement, or if either party refuses to engage in negotiations, any dispute – whether contractual or non-contractual – arising out of or in relation to these Terms, including any question regarding their existence, validity, or termination, may initially be referred to mediation at the AIFC International Arbitration Centre (the "IAC") in accordance with its Arbitration and Mediation Rules 2022.

If the dispute is not resolved through mediation, it shall be referred to and finally resolved by arbitration administered by the IAC in accordance with the IAC Arbitration and Mediation Rules in effect on the date the Request for Arbitration is filed with the IAC Registrar. Those Rules are hereby incorporated by reference into this clause.

The arbitration shall be conducted by a sole arbitrator. The seat of arbitration shall be the Astana International Financial Centre, Astana, Kazakhstan, and the language of the proceedings shall be English.

13. Contact Information

If you have any questions about these Terms, please contact Us by email: tech@aifc.kz