

# Terms & Conditions

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## AGREEMENT TO TERMS

These Terms & Conditions constitute a legally binding agreement made between you (an individual or an entity) and us - Crypton Studio KZ, LLP, concerning your access to and use of the <https://crypton.studio/> , <https://factory.crypton.studio/> , <https://outstaff.crypton.studio/> websites as well as other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). You agree that by accessing the Site, you have read, understood and agreed to be bound all of these Terms & Conditions.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS & CONDITIONS, THEN YOU ARE PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms & Conditions at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of this Terms & Conditions. Please ensure that you check the applicable Terms & Conditions every time you use our Site. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms & Conditions by your continued use of the Site after the date such revised Terms & Conditions are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement. Those persons or entities who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws.

Outstaff services are provided by Crypton Studio KZ, LLP in accordance with the legislation of Kazakhstan.

## INTELLECTUAL PROPERTY RIGHTS

The Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photos, graphics on the Site (collectively, the "Content") and the trademarks, service marks, logos contained therein (collectively, the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other IP-rights and unfair competition laws of the Kazakhstan, international copyright laws and international conventions. The Content and the Marks are provided on the Site "AS

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## USER ASSURANCES

By using the Site, you assure and warrant that:

- you have the legal capacity and you agree to comply this Terms & Conditions;
- you will not access the Site through automated or non-human means, whether through a bot, script or otherwise;
- you will not use the Site for any illegal or unauthorized purpose;
- your use of the Site will not violate any applicable law or regulation;
- you will not upload or transmit viruses, Trojan horses, or other material, including excessive use of capital letters and spamming;
- you will not copy or adapt the Site's software, including but not limited to Flash, PHP, HTML< JavaScript or other code.

If you break any of assurances, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site.

## USER GENERATED CONTENT

The Site has no opportunity and does not offer users to submit and post content. We post all the Content on our Site only for informational purposes. The Site contains feedback forms intended solely for communication between you and us. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information regarding the Site (collectively, th "Information") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of this Information for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

## SITE MANAGEMENT

We reserve the right to:

- take appropriate legal action against anyone who, in our sole discretion, violates the rules of these Terms & Conditions;
- in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable users, who violates these Terms & Conditions;

- otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## DISCLAIMER OF WARRANTIES

You understand and agree that we have no control over, and no duty to take any action regarding:

- the risk of failure of hardware, software, and Internet connections;
- the risk of malicious software being introduced or found in the software underlying the Site;
- the risk of unknown vulnerabilities in or unanticipated changes to the Networks.

You release us from all liability related to any losses, damages, or claims arising from: (a) server failure or data loss; (b) any unauthorized third party activities, including, but not limited to, the use of viruses, phishing, brute forcing, or other means of attack against the Site.

We make no representations concerning any Third Party Content contained in or accessed through our Site. Any other terms, conditions, warranties, or representations associated with such content, are solely between you and such organizations and/or individuals.

IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE CONTENT ACCESSIBLE VIA THE SERVICES IS ACCURATE, COMPLETE, AVAILABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS.

WE CANNOT GUARANTEE THE SITE WILL BE AVAILABLE AT ALL TIMES.

## LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, COUNSEL, EMPLOYEES, CONSULTANTS, LAWYERS, AND OTHER PERSONNEL AUTHORIZED TO ACT, ACTING, OR PURPORTING TO ACT ON OUR BEHALF BE LIABLE TO YOU UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: (A) ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM: (I) YOUR USE OF, OR CONDUCT IN CONNECTION WITH, OUR SERVICES; (II) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; OR (III) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT ARE FOUND IN THE SITE SOFTWARE OR THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY (REGARDLESS OF THE SOURCE OF ORIGIN), OR (B) ANY DIRECT DAMAGES REGARDLESS OF ITS AMOUNT.

THESE LIMITATIONS APPLY REGARDLESS OF LEGAL THEORY, WHETHER BASED ON TORT, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## TIME LIMITATION ON CLAIMS

You agree that any claim you may have arising out of or related to your relationship with us must be filed within one week after such claim arises, otherwise, your claim is permanently barred.

## GOVERNING LAW

No matter where you're located, the laws of Kazakhstan will govern these Terms and the parties' relationship as if you signed these Terms in Kazakhstan, without regard to Kazakhstan's conflicts of laws rules. If any provisions of these Terms are inconsistent with any applicable law, those provisions will be superseded or modified only to the extent such provisions are inconsistent. The parties agree to submit to the courts in Kazakhstan for exclusive jurisdiction of any dispute arising out of or related to your use of the Services or your breach of these Terms. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue, or forum non conveniens in any such action.

## NOTE TO INTERNATIONAL USERS

If you are a user accessing or using our Services from a region with laws or regulations governing personal data collection, use, and disclosure that differ from laws of Kazakhstan, please be advised that we do not collect or process your personal data, except as provided for in our Privacy Policy.

## INDEMNITY

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless us from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, attorney's fees) arising from: (a) your use of and access to the Site; (b) any feedback or submissions you provide to us concerning Site; (c) your violation of any term of this Terms; or (d) your violation of any law, rule, or regulation, or the rights of any third party.

## TERM AND TERMINATION

These Terms & Conditions shall remain in full force and effect while you use the Site. Without limiting any other provision of these Terms & Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site (including blocking certain IP-ADDRESSES), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. We may terminate your use or participation in the Site or delete any content or information that you posted at any time, without warning, at our sole discretion.

## MODIFICATIONS

We reserve the right to change, modify or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information in our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time.

## USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data. THE RULES FOR PROCESSING PERSONAL DATA ARE DETERMINED BY OUR PRIVACY POLICY.

## ELECTRONIC COMMUNICATION

Electronic communications include visiting the Site, sending us emails, filling in online forms and other similar activities. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

## QUESTIONS OR COMMENTS

We welcome comments, questions, concerns, or suggestions. Please send us a message via email ([ak@crypton.studio](mailto:ak@crypton.studio)) or any messenger or social media, specified on our Site.