

## User Agreement

Revision dated 10 April 2026

This User Agreement (the “Agreement”) governs the procedure for using the KYC platform (SaaS) – OneKYC – for business and constitutes a public offer of Limited Liability Company “Kyulchoro” (Ocoo “Kyulchoro”) (the “Operator”) in accordance with Article 398 of the Civil Code of the Kyrgyz Republic.

The Agreement is addressed to any person (the “User”) on the terms set out below.

### Terms and Definitions

**Acceptance** — the User’s full and unconditional acceptance of the Agreement terms, effected by starting to use the Software Suite.

**Counterparty** — an individual, legal entity or individual entrepreneur information about whom can be obtained using the Software Suite.

**Personal Account** — a section of the Software Suite intended for User identification, personal customization of the Software Suite interface, and management of the Services.

**Policy** — rules on the procedure for collection, processing and protection of personal data of individuals available at: <https://onekyc.io>.

**Software Suite** — the KYC platform (SaaS) – OneKYC – for business: document verification, selfie and liveness, AML checks, manual review by operators; full information about the KYC platform is available at <https://onekyc.io>.

**Registration** — the procedure for obtaining access to the Personal Account.

**Access Credentials** — the combination of login and password for the User’s access to the Personal Account.

**Service** — a part of the Software Suite to which the User is granted access in accordance with the selected тариф (plan).

**Communication Channels** — methods of exchanging information and documents between the Parties: feedback form and online chat in the Software Suite, email, telephone, messengers, etc.

**Government Information Resources** — state registers of information and other government information resources.

## 1. Subject Matter

1.1. The Operator grants the User the right to use the Software Suite under the terms of an open license in accordance with this Agreement.

## 2. Terms of Use of the Software Suite

2.1. The Software Suite is intended to obtain information about counterparties.

2.2. The User is entitled to use the following functionality of the Software Suite free of charge within the quantitative and time limits established by the Operator:

2.3. searching for and obtaining information available in the Software Suite database;

2.4. other available functional capabilities of the Software Suite.

2.5. Descriptions of the Services and the terms for granting access to them are contained in separate license agreements (offers).

2.6. The Operator may restrict the use of certain functions of the Software Suite for all or specific Users.

2.7. To access the Software Suite, the Operator recommends that the User use a modern internet browser with HTML5 support. The Software Suite may function incorrectly in other software environments.

### **3. Registration in the Software Suite**

3.1. Registration is not mandatory to use the Software Suite. The User may complete Registration to gain access to the Personal Account.

3.2. To register in the Software Suite, the User enters into the registration form complete and accurate information that does not violate the legislation of the Kyrgyz Republic.

3.3. The procedure for confirming Registration depends on the method chosen by the User:

3.3.1. When registering via email, the Operator sends a Registration confirmation link to the specified email address. After confirming Registration, the User gains access to the Personal Account by entering the Access Credentials.

3.3.2. When registering via phone number, the Operator sends a service SMS message with a unique one-time password (OTP code) to the phone number specified by the User. Registration is confirmed by the User entering this code into the relevant field of the registration form.

3.4. The Operator may refuse Registration in cases of non-compliance with the terms of this Agreement.

### **4. Personal Account**

4.1. A registered User may obtain separate Personal Accounts for its employees if such an option is provided for in the license agreement.

4.2. All actions performed by the User in the Software Suite are deemed to have been performed by the User personally or by its authorized person.

4.3. The User must:

4.3.1. keep registration data up to date;

4.3.2. maintain the confidentiality of the Access Credentials;

4.3.3. notify the Operator upon detecting activity of third parties using the Personal Account.

4.4. In case the User loses access to the Personal Account, the User shall immediately notify the Operator thereof. The Operator verifies the information received from the User and provides the User with access to the Personal Account again.

### **5. Representations of the Parties**

5.1. The exclusive right to the Software Suite belongs to the Operator.

5.2. The Operator represents that it does not violate the intellectual and other rights of third parties.

5.3. The User represents that:

5.3.1. the User has familiarized itself with the functional properties and purpose of the Software Suite;

5.3.2. if an individual registers on behalf of a legal entity, or is granted access to the Software Suite, such individual has the authority to register and use the Software Suite;

5.3.3. the information provided during Registration and subsequently in the Personal Account is accurate;

5.3.4. the User does not violate the intellectual and other rights of third parties;

5.3.5. in case of the User's partial or limited legal capacity, the User has written consent of the legal representative to enter into this Agreement, license agreements, and to process the User's personal data.

### **6. Prohibited Actions**

The User is prohibited from:

6.1. using the Software Suite in ways not provided for by this Agreement or license agreements;

- 6.2. transferring the Access Credentials and data from the Personal Account to third parties;
- 6.3. taking any actions, including technical actions, aimed at disrupting the normal functioning of the Software Suite;
- 6.4. attempting to bypass established technical limitations;
- 6.5. using any technical means to collect and process information of the Software Suite, including personal data of other users (web scraping, parsing, etc.), except where the User has obtained the Operator's consent to do so;
- 6.6. using software that simulates the User's work with the Software Suite, in particular programs and bots intended for automated collection of information, as well as for simulating login;
- 6.7. using anonymous proxy servers, VPN connections, or other network address spoofing technologies when working with the Software Suite, except where the User has obtained the Operator's consent;
- 6.8. performing actions to study the internal architecture, page structure, decompile or disassemble the Software Suite;
- 6.9. copying, modifying, preparing derivative materials, analyzing with a disassembler, attempting to access the source code, or otherwise altering the Software Suite;
- 6.10. impersonating another person or their representative without sufficient rights, including impersonating the Operator or its employees, as well as using any other forms or methods of unlawful representation of other persons;
- 6.11. attempting to gain access to another user's personal information by any means, including fraud, abuse of trust, or hacking the Software Suite;
- 6.12. using information about phone numbers or email addresses for sending spam, i.e., commercial and non-commercial messages;
- 6.13. falsifying or deleting any information about rightholders of the Software Suite;
- 6.14. using the Operator's and/or other users' logos and/or trademarks without permission.

## 7. Liability

- 7.1. The User is liable for its own actions in the Software Suite in accordance with the legislation of the Kyrgyz Republic.
- 7.2. If the User, without the Operator's written consent/instruction, copied, modified, prepared derivative materials, decompiled, disassembled the Software Suite or made any other attempts to access the source code, or otherwise modified the Software Suite, the Operator may demand that the User pay a penalty in the amount of **100,000 (one hundred thousand) soms** for each instance of such violation.
- 7.3. In case the User breaches the representations given under this Agreement, as well as commits any prohibited action, the Operator may demand that the User pay a penalty in the amount of **100,000 (one hundred thousand) soms** for each instance of such violation.
- 7.4. If the Operator receives claims, demands and/or lawsuits regarding the User's violation of third-party rights using the Software Suite, the User must settle them independently and compensate the Operator for any damage if it arises.

## 8. Limitation of Liability

- 8.1. The Software Suite is provided "as is". The User understands and accepts the risks associated with using the Software Suite, including risks related to obtaining information from the Software Suite, loss or damage of user data, etc.
- 8.2. The Operator gives no express or implied warranties regarding the Software Suite, including it does not warrant: fitness for a particular purpose, profitability of use, accuracy and/or completeness of responses obtained as a result of the Software Suite operation, performance, system integration,

uninterrupted operation, absence of errors, correction of malfunctions, legality of use in any territories outside the Kyrgyz Republic.

8.3. The Operator takes all reasonable measures to ensure the safety of user data, continuity of Users' access to the Software Suite, its stability and high operating speed.

8.4. The Operator is not liable for:

8.4.1. any actions and/or omissions of service providers, services, networks, software or equipment;

8.4.2. any types of losses incurred due to the User's use of the Software Suite or individual parts/functions of the Software Suite;

8.4.3. lost data posted on the Software Suite, whether to the User or any third parties;

8.4.4. damage to honor, dignity, or business reputation caused in connection with the use of the Software Suite or other materials to which the User or other persons gained access using the Software Suite;

8.4.5. breakdowns or other malfunctions of the User's computer, mobile device, or any other device that occurred during use of the Software Suite;

8.4.6. consequences caused by the User's loss or disclosure of the Access Credentials;

8.4.7. errors and/or violations related to the operation of the Software Suite arising from unlawful actions of the Users' employees or third parties;

8.4.8. actions of third parties aimed at forcibly reducing the availability of the Internet network or software/hardware components of the Software Suite;

8.4.9. inability to use the Software Suite for reasons beyond the Operator's control.

8.5. The Operator uses information from Government Information Resources. Government authorities responsible for the relevant Government Information Resources verify the relevance and accuracy of such information.

8.6. The Operator:

8.6.1. does not modify information from Government Information Resources;

8.6.2. does not verify it for accuracy;

8.6.3. does not guarantee the accuracy of such information.

8.7. The Parties are released from liability for partial or full failure to perform obligations under this Agreement if such failure resulted from force majeure circumstances arising after Acceptance of the Agreement due to extraordinary events that the Party could neither foresee nor prevent by reasonable measures (force majeure).

Such events include: flood, fire, earthquake, storm, soil subsidence, epidemics and other natural phenomena, as well as war or military actions, accident, strike in an industry or region, adoption by a governmental authority or administration of a decision that makes performance impossible.

## **9. Blocking and Deletion of the Personal Account**

9.1. If the User violates the terms of this Agreement and/or a license agreement concluded with the Operator and/or the legislation of the Kyrgyz Republic, the Operator sends the User a request to remedy the violation and is also entitled to block:

9.1.1. provision of all functionality or certain functions of the Software Suite;

9.1.2. the Personal Account.

9.2. If the User remedies the violation within 3 business days from the date of receiving the request, the Operator may restore access to the Personal Account and/or the Software Suite functionality.

9.3. The Operator may delete the Personal Account:

9.3.1. if the User fails to remedy the violation within 3 business days from the date of receiving the request;

9.3.2. upon the User's request via the Communication Channels.

9.4. Deletion of the Personal Account means:

- 9.4.1. the Operator's unilateral отказ (withdrawal/termination) from the Agreement due to the User's violation of the Agreement terms;
- 9.4.2. deletion of all data uploaded by the User using the Personal Account.
- 9.5. If the Operator receives claims from third parties or demands from governmental authorities, the Operator may block the Personal Account until the issue related to such claim/demand is resolved.

## **10. Exchange of Information and Documents**

- 10.1. The Parties recognize as proper the signing of documents by exchange of scanned copies in the Personal Account and/or using the Communication Channels.
- 10.2. All documents sent by the Parties have legal force until the Parties receive their originals.
- 10.3. The Parties recognize as proper the exchange of information, including sending requests, notices, responses, etc., using the Communication Channels.
- 10.4. Exchange of documents and information in the Personal Account and using the Communication Channels has legal force, including in court proceedings.
- 10.5. The User must keep the Access Credentials and the login and password for the Communication Channels confidential.
- 10.6. To exchange information and documents, the Parties use the following email addresses:
- 10.6.1. User — the address specified during Registration or when contacting the Operator;
- 10.6.2. Operator — the address specified in the Agreement details.
- 10.7. Messages published in the Software Suite are deemed delivered to the User from the moment of publication.
- 10.8. The User agrees that the Operator is entitled to:
- 10.8.1. inform the User about current commercial offers, changes in the Software Suite functionality, and other events relevant to the User.

## **11. Personal Data**

- 11.1. The Operator processes the personal data of the User or the User's representative for the purpose of performing this Agreement and in accordance with the requirements set by the Law of the Kyrgyz Republic "On Information of a Personal Nature" dated 14 April 2008 No. 58.
- 11.2. By filling out the registration form in the Software Suite, the User or the User's representative provides the Operator with consent to process personal data.
- 11.3. The User or the User's representative provides the Operator with their personal data freely, of their own will and in their own interest, and confirms that they are legally capable individuals.
- 11.4. If the User provides personal data of third parties, the User guarantees compliance with appropriate personal data protection measures in accordance with the requirements of the Law "On Information of a Personal Nature".
- 11.5. The procedure for processing and protecting personal data is determined by the Policy.

## **12. Procedure for Handling Requests**

- 12.1. If questions arise related to the functioning of the Software Suite, the User may notify the Operator by email at [info@onekyc.io](mailto:info@onekyc.io) via the feedback form on the Software Suite page.
- 12.2. When contacting the Operator, the User or the User's representative must provide all information and documents necessary for consideration and decision-making, including all data required to identify the User/User's representative.
- 12.3. The Operator reviews User requests in the order they are received. Review timeframes depend on the nature of the request and the total number of requests.

12.4. The Operator does not provide консультации (consultations) on matters unrelated to the Software Suite, requiring professional assessment and/or outside the Operator's competence.

12.5. The Operator may refuse to consider User requests that are:

12.5.1. missing information and documents required for review;

12.5.2. containing false information and/or documents;

12.5.3. lacking indicia of reliability;

12.5.4. relating to matters for which the Operator has previously responded to the User (repeat requests);

12.5.5. containing insults, threats, or requests expressed in a harsh negative form;

12.5.6. sent in violation of the terms and procedure for handling requests provided for by this Agreement.

### **13. Dispute Resolution**

13.1. All disputes arising between the Operator and the User shall be resolved through a претензионный порядок (pre-trial claim procedure).

13.2. The User's pre-trial claim must be sent by registered mail to the Operator's address.

13.3. The response time to a claim is 10 business days from the date of its receipt by registered mail.

13.4. If the Parties fail to reach an agreement, the dispute may be submitted to the court at the Operator's location, unless otherwise provided by the legislation of the Kyrgyz Republic.

### **14. Term and Amendment Procedure**

14.1. The Agreement is effective from the moment of Acceptance by the User and until:

14.1.1. deletion of the Personal Account — for registered Users;

14.1.2. closing in the browser of the last open page of the Software Suite — for Users who have not completed Registration.

14.2. A User who does not agree with the Agreement terms is not entitled to use the Software Suite and must leave the Software Suite page and/or immediately contact the Operator with a request to delete the Personal Account.

14.3. The Operator may at any time unilaterally amend the Agreement terms by notifying the User in the Software Suite and/or via the Communication Channels.

14.4. The new revision of the Agreement enters into force on the date of publication in the Software Suite. By continuing to use the Software Suite after amendments and/or additions are made, the User accepts and agrees to them.

14.5. After amendments to the Agreement terms, the User has the right to terminate the Agreement unilaterally by notifying the Operator 30 calendar days prior to such termination.

14.6. If any provision of the Agreement is found void under the legislation of the Kyrgyz Republic, the remaining provisions shall remain in force, and the Agreement shall be performed by the Parties without regard to such void provision.

### **15. Final Provisions**

15.1. The Operator may, at its discretion, move the Software Suite to another domain name at any time.

15.2. The Operator may implement technical means to protect copyrights and personal data for automated prevention of unlawful use of Software Suite elements and/or violation of this Agreement and license agreements.

15.3. The Operator may, without notifying the User, conduct maintenance works that may suspend the operation of the Software Suite.

15.4. The Agreement sets out the basic terms of interaction between the User and the Operator. In the future, the Parties may expand the scope of cooperation based on separate contracts and agreements.

15.5. Matters not regulated by the Agreement shall be resolved in accordance with the legislation of the Kyrgyz Republic.

15.6. The current revision of the Agreement is available at <https://onekyc.io>.

## **16. Operator Details**

Limited Liability Company “Kyulchoro” (OsOO “Kyulchoro”)

Registered address: 172 A Kyzyl-Adyr St. (Archa-Beshik residential complex), Leninsky District, Bishkek, Kyrgyz Republic

TIN: 01104202510167

Registration No.: 315102-3301-LLC.