

If for any reason you do not agree with the terms of this User Agreement (Public Offer for concluding a contract for the provision of services), confidentiality and protection of personal information, Privacy Policy, do not use the site <https://litro.uz> and do not register.

**USER AGREEMENT (PUBLIC OFFER TO MAKE A CONTRACT FOR THE PROVISION OF SERVICES),
PRIVACY POLICY AND PROTECTION OF PERSONAL INFORMATION.**

Tashkent city

**“1” January 2024 y
effective date**

This document, permanently posted on the Internet at the network address: <https://litro.uz> in accordance with Articles 360, 367, 369 and 370 of the Civil Code of the Republic of Uzbekistan (hereinafter referred to as the “Civil Code of the Republic of Uzbekistan”), is a User Agreement and an official offer (public offer) Limited Liability Company "LiTRO" (LLC "LiTRO"), PINI 310 157 448, (hereinafter referred to as the Contractor), represented by General Director Talpakov A.B., acting on the basis of the Charter, proposes to conclude an Agreement (hereinafter referred to as “Offer” and/or “Agreement”) to any interested person, an individual over 18 (eighteen) years of age, who uses the Internet site <https://litro.uz> (hereinafter referred to as the Site), as well as the “LiTRO” mobile application (hereinafter referred to as the Software), and will accept this offer on the conditions specified below, hereinafter referred to as the “Customer”, and collectively referred to hereinafter as the “Parties”.

The agreement concluded through the acceptance of this Offer is regulated by the norms of civil legislation, including, but not exclusively, the norms on the agreement of adhesion (Article 360 of the Civil Code of the Republic of Uzbekistan) - since its terms are determined by the Contractor in this Offer and can be accepted by any interested individual who has reached the age of 18 (eighteen) years only by acceding to the proposed Agreement as a whole without any exceptions or restrictions. This Offer comes into force from the moment it is posted on the Internet at: <https://litro.uz>. The Contractor has the right at any time, at its discretion, to change the terms of the Offer or revoke it in the manner provided for in this Agreement.

If the Contractor changes the terms of the Offer, the changes come into force from the moment of publication of the changed terms of the Offer on the Internet at: <https://litro.uz>, unless a different period is specified by the Contractor in the corresponding notice of changes. In accordance with Articles 367 of the Civil Code of the Republic of Uzbekistan and 370 of the Civil Code of the Republic of Uzbekistan, acceptance of the Offer is equivalent to the conclusion of an Agreement on the terms set out in this Offer. The Customer is considered to have entered into an Agreement with the Contractor for the paid provision of services posted on the Site/Software through full and unconditional acceptance of the terms of this Offer (acceptance) by performing the following actions in total:

- ✓ Familiarization with the terms of this Agreement, which establishes the conditions for using the Site/Software, by clicking the “I accept the terms of the user agreement and agree to the processing of my personal data” button, or the “submit application” button, or the “register” or “registration” button, or other similar buttons confirming the Customer’s consent and direct expression of will to provide/receive services from the Contractor when submitting an application and registering on the Site/Software;
- ✓ Expression by the Customer of consent to the terms of the Offer by making payment in the manner specified in the Agreement;
- ✓ Submitting an application for the provision of services from the Contractor on the Site/Software: entering reliable and current data, first and/or last name (in accordance with the identification document), telephone number, bank card details in the registration form, and putting the appropriate mark on acceptance of the terms of this Agreement and the Privacy Policy. We draw your attention to the fact that without completing the registration procedure and putting down the appropriate mark indicating familiarization and acceptance (consent) of this Agreement and the Privacy Policy, access to the Payment registration procedure and/or submission of an Application is not provided;

The date of acceptance of the Offer by the Customer (the date of conclusion of the Agreement) is considered to be the date of crediting funds to the Contractor’s current account. The Customer agrees and acknowledges that changes to this Offer entail the introduction of these changes to the Agreement concluded and valid between the Customer and the Contractor, and these changes come into force simultaneously with the entry into force of such changes to the Offer. Failure by the Customer to familiarize itself with the terms and (or) changes in this Offer cannot serve as a basis for the Customer’s failure to fulfill its obligations and failure to comply with the restrictions established by this Agreement.

The contract proposed by the Contractor for conclusion on the terms of this Offer is considered concluded from the moment the Customer performs the action specified in the Offer as its Acceptance. Unconditional and complete acceptance (acceptance) of the terms of this Offer is considered to be the payment by the Customer of the first payment for the Contractor’s services and registration of the Application for the provision of services from the Contractor, carried out in the manner provided for in section 2 of the Offer (hereinafter referred to as Acceptance).

1. TERMS AND DEFINITIONS

In this Agreement, unless otherwise directly follows from the text, the terms below will have the following meanings:

Confidential information (hereinafter referred to as “Confidential Information”) – information that includes data about hardware and software, screens, technical characteristics, designs, plans, drawings, data, prototypes, discoveries, research, development, methods, processes, procedures, courses, master classes and webinars, improvements, know-how, configurations, marketing techniques, as well as plans, technical and commercial information, materials in oral, demonstrative, written, graphical or machine-readable form that is not has been published and is not available to the general public and/or trade, and is maintained as confidential and proprietary information of the disclosing party.

Administration (hereinafter referred to as “Administration/Contractor”) is a legal entity registered in accordance with the legislation of the Republic of Uzbekistan, and is the owner (copyright holder) of the site (“LiTRO” LLC, INN 310157448).

The website <https://litro.uz> (hereinafter referred to as the “Site”) is a software and hardware complex of the Contractor, located at the network address: <https://litro.uz>, containing a set of information, texts, graphic elements, design, images, photo and video materials (audiovisual works) and other objects of intellectual property, as well as computer programs contained in the information system that ensures the availability of such information on the Internet, trademark, etc., which belong to the Contractor in full. The Customer’s use of the Site/software, its contents and components (both as a whole and in fragments) and other software solutions developed by the Contractor does not mean transfer (alienation) to the Customer and (or) any third party of rights to the results of intellectual activity, both as a whole and in parts. The Site is an Internet resource intended to provide the Customer with access to information materials (Site content) in order to organize the registration of an application for the provision by the Contractor of the services specified on the Site/Software.

Registration of an application for the provision of a service by the Contractor (hereinafter referred to as “registration of the Application”, “submission of the Application”) - the registration process on the Site/Software implies that the Customer fills out a form, leaves his data so that the Contractor will contact him for the subsequent provision of services. All information specified by the Customer when concluding the Agreement - registration of the Application must be reliable. The Contractor, in case of doubts about the reliability of such data, has the right, during the entire period of provision of services, to request additional information and (or) demand confirmation of it. The request is sent to the Customer via telephone call or message specified when registering the Application.

Registration of payment for the provision of services by the Contractor through the online service of payment organizations “PAYME” or “CLICK” - (hereinafter referred to as “payment registration”) - the process of registering payment on the Site/software through the online service of payment organizations “PAYME” OR “CLICK” implies that the Customer fills out a form belonging to “Payme” or “Click”, leaves his data in order to pay for the services provided by the Contractor. All information specified by the Customer when concluding the Agreement - payment registration must be reliable. The Contractor, in case of doubts about the reliability of such data, has the right, during the entire period of provision of services, to request additional information and (or) demand confirmation of it. The request is sent to the Customer via telephone call or message specified when registering the Application or registering the Payment.

Provision of a service by the Contractor - (hereinafter referred to as “module”, “course”, “Service”, “training”) a single service or a set of services indicated on the Website/Software of the Contractor and selected by the Customer to receive.

Other terms and definitions found in the text of the Agreement are interpreted by the Parties in accordance with the legislation of the Republic of Uzbekistan and the usual rules for the interpretation of relevant terms established on the Internet.

2. SUBJECT, COST OF SERVICES AND PAYMENT PROCEDURE. ACCEPTANCE OF OFFER

2.1. Under the terms of this Offer, the Contractor undertakes to provide services to the Customer in accordance with the request generated by the Customer for the type, quantity and timing of such services, which are indicated/provided to the Customer on the Contractor’s Website/Software.

2.2. The Customer makes a non-cash payment to the Contractor by bank card, including through a bank terminal (if available) or through “PAYME” or “CLICK” through the Contractor’s software, or through the “PAYME” or “CLICK” payment systems using a link provided by the Contractor.

2.3. The cost of services is set in Uzbek soums including VAT.

2.4. The service is considered paid in the appropriate part from the date of receipt of funds into the Contractor's account, and is confirmed by the mandatory presentation by the Customer to the Contractor of a document confirming payment for the Services.

2.5. From the date the Customer makes the first payment, Acceptance of the Offer is considered complete, and the Agreement is considered concluded on the terms of this Offer.

2.6. The Contractor is not responsible for data and confidential information provided by the Customer to the bank or the PAYME or CLICK payment systems.

2.7. The Contractor is not responsible for bank or other commissions arising when the Customer pays for the Service to a bank or payment system "PAYME" or "CLICK". Also, the Contractor is not responsible for the safety and success of the payment process for the Service, which is carried out by the Customer through a bank, terminal or payment systems "PAYME" or "CLICK".

3. PROCEDURE FOR PROVISION AND ACCEPTANCE OF SERVICES

3.1. The direct recipient of the Services is an adult (hereinafter referred to as the Participant) specified by the Customer at the time the Customer submits an Application for the Service.

3.2. The application is submitted on the Site/Software or through a representative of the Contractor by phone or at the Contractor's office, and contains an indication of the Services, the place of provision of services and the Customer's data (full name of the Customer and his telephone number).

3.3. If the Customer, within 2 (Two) business days after the completion of the Services, does not present a claim to the Contractor indicating the shortcomings of the Services provided, the Services are considered to be provided by the Contractor in a timely manner, properly, in full and accepted by the Customer without objections or comments.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The performer is obliged:

4.1.1. Provide the Customer with a Service of appropriate quality in accordance with the Terms of this Offer Agreement and the Service selected and timely paid for by the Customer.

4.1.2. Provide the Customer with the funds necessary for the provision of the Services provided.

4.1.3. Notify the Customer at the Customer's email address or telephone number specified in the Application about changes in the place and/or date and time of provision of the Services.

4.1.4. At the written request of the Customer, in the event of failure to provide Services within the established period for their provision in full, as well as due to the impossibility of their provision for reasons beyond the control of the Contractor, or in other cases of refusal by the Contractor to fulfill the Agreement (in whole or in part), agree with the Customer on another date, time and/or place of provision of the Service that was not provided.

4.2. The performer has the right:

4.2.1. Independently choose methods and ways of providing Services, including, but not limited to, making changes to the content of the services provided.

4.2.2. Postpone, at its discretion, the provision of Services (place, dates and times) for reasons beyond the Contractor's control by notifying the Customer at the email address or telephone number specified in the registration of the Application.

4.2.3. During the provision of Services, take photos and videos and use the received materials by any means in the design of the premises where the Services are provided, as well as on the Internet (on the Site/software, on social networks, etc.), in other advertising, information and marketing materials, transfer media, etc. In this regard, the Customer gives his consent to the Contractor to use his and/or the Participant's image by any means, if such an image was received during the provision of Services, without additional payment. This consent is valid indefinitely, throughout the world.

4.2.4. Involve third parties in the provision of services without obtaining the Customer's consent, remaining responsible for their actions to the Customer.

4.2.5. Do not provide the Service to the Customer (do not allow the recipient of the Services to enter the place where they are provided) who has not paid the payment or has not paid in full for the Service in the manner and within the time limits provided for in this Offer Agreement.

4.2.6. Refuse to provide Services under the conditions provided for in this Offer Agreement.

4.2.7. If the Customer publishes audio/video/text materials on the Internet and on social networks without the publication's approval from the Contractor, the Contractor has the right to collect a fine from the Customer or go to court for protection from the dissemination of intellectual property belonging to the Contractor.

4.3. The customer is obliged:

4.3.1. To promptly inform the Contractor about all circumstances related to the subject of the Agreement, provide reliable information about yourself and/or the Participant that is relevant for the Contractor's provision of Services, and bear responsibility for violation of the guarantees set out in section 7 of this Offer Agreement.

4.3.2. Ensure the safety of property located at the place where the Services are provided and compensate the Contractor in full for damage caused by the Customer or the Participant for whom the Customer is responsible. If the Customer/Participant damages the Contractor's property, reimburse the Contractor within 5 (five) working days from the date of sending the corresponding request by the Contractor, the cost of eliminating the damage caused or the cost of the property in full if it is impossible to eliminate the damage.

- 4.3.3. Pay for the Service in the manner, amount and terms provided for in this Offer Agreement.
- 4.3.4. Comply with the requirements and recommendations of the Contractor within the framework of the Services provided.
- 4.3.5. Ensure compliance with discipline and generally accepted standards of behavior during the provision of the Service.
- 4.3.6. Notify the Contractor by email or by telephone of the Contractor about the impossibility of receiving the Service due to the Participant's illness or in the presence of other valid reasons with the provision of supporting documents and, at its discretion, request an appointment to receive this Service, the date and time of provision of the Service at least, than 24 (twenty four hours) before the scheduled Service.
- 4.3.7. In the event of refusal to perform the Agreement by the Customer, pay the cost of the Services actually provided by the Contractor before the termination of the Agreement, and also, at the request of the Contractor, reimburse the costs actually incurred by the Contractor that he incurred until the moment of unilateral refusal on account of services not yet provided.
- 4.3.8. In the event that the Customer publishes audio/video/text materials on the Internet and on social networks without the approval of the publication by the Contractor, reimburse the Contractor for the fine requested by him within the time period specified by the Contractor.

4.4. The customer has the right:

- 4.4.1. Require proper provision by the Contractor of the Services provided for in this Offer Agreement.
- 4.4.2. Receive complete and reliable information regarding the provision of the Service.
- 4.4.3. Refuse this Agreement (unilateral extrajudicial refusal of execution) in whole or in part under the conditions provided for in this Offer Agreement.

5. VALIDITY OF THE OFFER. DURATION OF THE AGREEMENT AND PROCEDURE FOR ITS TERMINATION

- 5.1. This Offer comes into force from the moment it is received by the addressee and is valid indefinitely until it is withdrawn by the Contractor at the email address: <https://litro.uz> and/or the actual complete cessation of use of the Website/Software by the Contractor.
- 5.2. From the moment of full payment for the Contractor's Services, this Offer is recognized as accepted, and the Agreement for the provision of paid services under the terms of this Offer Agreement is considered concluded.
- 5.3. The offer agreement is valid until the expiration date for the provision of Services.
- 5.4. The offer agreement may be terminated by agreement of the Parties.
- 5.5. The offer agreement may be terminated unilaterally out of court at the initiative of the Customer (in whole or in part) if he refuses to receive the Service. In this case, the Customer must notify the Contractor in writing of the refusal to perform the Execution no later than 7 (seven) working days before the date of termination of the Agreement in accordance with the procedure provided for in clause 5.1. Agreement.
- 5.6. This Offer Agreement may be terminated unilaterally out of court at the initiative of the Contractor (in whole or in part) subject to written notification to the Customer of refusal to perform no later than 7 (seven) working days before the date of termination of the Agreement, and in the following cases - from the date of notification Customer.

6. RESPONSIBILITY. DISPUTE RESOLUTION

- 6.1. In case of non-fulfillment or improper fulfillment of obligations under the Agreement, the Parties shall be liable in accordance with the current legislation of the Republic of Uzbekistan.
- 6.2. The parties are released from liability for partial or complete failure to fulfill obligations under the Agreement if it was the result of extraordinary and unavoidable circumstances, confirmed in the manner prescribed by law, that impede the proper fulfillment of obligations under the Agreement.
- 6.3. All disputes and disagreements arising in connection with the provision of Services are subject to settlement through negotiations. The claim procedure is mandatory for the Parties. The period for consideration of the Claim is 15 (fifteen) calendar days.
- 6.4. In case of failure to resolve disagreements through the pre-trial claim procedure, the Parties have the right to go to court at the location of the Contractor in accordance with the legislation of the Republic of Uzbekistan.

7. OTHER CONDITIONS

- 7.1. The Customer guarantees that there are no circumstances preventing the receipt of Services under this Offer Agreement.
- 7.2. If one or more provisions of this Offer are for any reason invalid or unenforceable, such invalidity does not affect the validity of any other provision of the Offer (Agreement), which remain in force.
- 7.3. Without conflicting with the terms of this Offer, the Customer and the Contractor have the right at any time to draw up an Agreement for the provision of services in the form of a written two-sided document, sealed and signed by the Parties.
- 7.4. During the term of this Agreement, as well as upon its expiration, the Parties undertake not to disclose or use in their own interests, as well as in the interests of any third parties, any confidential information, including business, commercial, technical

and other information, which cannot be known to the Parties from publicly available sources, transferred by one Party to the other Party and which became known to the Parties in connection with the conclusion and execution of this Agreement.

8. PRIVACY POLICY AND PROTECTION OF PERSONAL INFORMATION

8.1. The communication of personal data when making an Application is, in accordance with the law of the Republic of Uzbekistan "About Personal Data," a specific, informed and conscious expression of the subject's consent to the processing of personal data. The Customer, in accordance with the above law, as a result of Acceptance of the Offer, gives the Contractor consent to the collection, storage and processing, including automated, of information related to personal data (hereinafter "Personal Data") of the Customer or the Participant - a third party, in whose interests the Customer concludes an agreement (last name, first name, patronymic, registration address, place of residence, contact numbers, email addresses, bank account numbers, official details of an individual or legal entity), including collection, systematization, accumulation, storage, clarification (updating, changing), use, distribution (including transfer), depersonalization, blocking, destruction of personal data. Processing of Personal Data is carried out for the purpose of the Customer concluding an Agreement with the Contractor on the basis of this Offer and their execution, making settlements with the Customer, making decisions or taking other actions that give rise to legal consequences in relation to the Customer or Participant, providing the Customer with information about the services provided by the Contractor, fulfilling contractual obligations to third parties, as well as for the purpose of informing the Customer about new products and services developed and/or offered by the Contractor and/or its contractors and partners. Upon Acceptance of the Offer, the Customer agrees to receive advertising information.

8.2. Consent given by the Customer regarding the processing of Personal Data specified in clause 6.2. The Offer is given to the Contractor before the expiration of the storage period for the relevant information or documents containing the above information, determined in accordance with the legislation of the Republic of Uzbekistan. In addition, consent may be revoked by sending the Customer a corresponding written notice to the Contractor at least 3 (three) months before the withdrawal of consent. Withdrawal of consent to the processing of personal data means the Customer's unilateral refusal of the Services.

8.3. On all issues not regulated by this Offer, the Parties are guided by the current legislation of the Republic of Uzbekistan.

8.4. The Customer confirms that he has read this Offer and agrees with its provisions.

8.5. The parties recognize as legally significant correspondence sent to the email addresses specified by the Customer in the Application and the Contractor in this Offer.

8.6. If the Customer does not want his personal data to be processed, he must contact the Contractor's Customer Service. In this case, all information received from the Customer (including login and password) is deleted from the Contractor's client database and the Customer will not be able to place Applications for Services on the website, and also, Withdrawal of consent to the processing of personal data means the Customer's unilateral refusal of the Services.

8.7. Use of information provided by the Customer and received by the Contractor. Information storage period.

1) The Contractor uses the information:

- to register the Customer on the Site;
- to fulfill its obligations to the Customer;
- to evaluate and analyze the operation of the Site;
- to determine the winner of promotions conducted by the Contractor;
- to analyze purchase history with subsequent segmentation of individual offers.

2) The storage period for personal data is 5 (five) years

8.8. Disclosure of information received by the Contractor:

1) The Contractor undertakes not to disclose information received from the Customer. It is not considered a violation for the Contractor to provide information to agents and third parties acting on the basis of an agreement with the Contractor to fulfill obligations to the Customer.

2) It is not considered a breach of obligation to disclose information in accordance with reasonable and applicable legal requirements.

8.9. The Contractor has the right to use "cookies" technology. Cookies do not contain confidential information and are not transferred to third parties.

8.10. The Contractor receives information about the IP address of the Site visitor. This information is not used to identify the visitor.

8.11. The Contractor is not responsible for the information provided by the Customer on the Site in a publicly accessible form or by the PAYME or CLICK payment systems.

8.12. The Contractor is not responsible for losses that the Customer may incur as a result of the fact that his login and password become known to a third party.

8.13. If the Contractor has any suspicions regarding the use of the Customer's account by a third party or malicious software, the Contractor has the right to unilaterally change the Customer's password.

Performer:

“LiTRO” LLC

Address: Tashkent city, Yunusabad district, “BARHAYOT” neighborhood, 12 microdistrict, building 20A

b/a: 2020 8000 7056 0532 7001

Bank: "TENGE BANK" Tashkent

Bank code: 01176

PINI: 310 157 448

NCTEA: 45201

Email:

- financial department and accounting: finance@litro.uz;

- Marketing department: marketing@litro.uz;

- legal department: legal@litro.uz

CEO (general director)



Talpakov A.B.

seal.

