

Terms of Service and Terms of Use of the Digital Educational Platform of Shuaq Admissions LLP

Revision 1.0

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1. General Provisions

1.1. This document is a public offer of the Limited Liability Partnership "Shuaq Admissions", BIN 250540015799, hereinafter "Shuaq Admissions", the "Company" or the "Contractor", addressed to natural persons using the Platform for personal purposes not directly related to entrepreneurial activity.

1.2. For the purposes of the Offer:

- a. "Platform" means the digital service owned or administered by Shuaq Admissions through which free functions and access to digital educational products are provided;
- b. "Product" means a digital educational product, course, module, test, set of materials or other paid or free functionality offered through the Platform. The principal paid Product as of the date of this revision is the self-study SAT® Math preparation course;
- c. "User" means a natural person using the Platform;
- d. "Account" means the account created by the User on the Platform;
- e. "Paid Access" means the time-limited right, granted after successful payment, to use the relevant Product and the Platform functionality associated with it;
- f. "Legal Representative" means a parent, adoptive parent, guardian, custodian or other person who, under applicable law, is entitled to act on behalf of a minor or to give consent to the minor entering into the relevant transaction.

1.3. The Offer governs the relations of Shuaq Admissions exclusively with natural persons. Corporate programs, access acquired by schools or other legal entities, special partner programs and other separate access models may be governed by separate agreements or special terms.

1.4. The use of individual Products may be governed by additional terms indicated directly on the page of the relevant Product before its purchase. Such terms may define, for example, the composition of the Product, its price, the access term, special features or promotional conditions. In the event of a discrepancy, such individually displayed terms apply to the relevant purchase with respect to the specific commercial parameters, provided that they may not restrict the User's rights that cannot be restricted by contract.

1.5. The contract between Shuaq Admissions and the User is concluded in electronic form. The User's actions performed through the Platform interface, which make it possible to identify the User, the content of the User's expression of will, the date, the time and the applicable revision of the Offer, may be used to confirm the conclusion and performance of the Contract to the extent permitted by law.

1.6. For free functionality, the provisions of the Offer relating to the rules of use of the Platform, intellectual property, security, use restrictions and liability apply from the moment use of the relevant functionality begins, after the User has been given a reasonable opportunity to review the Offer.

1.7. When creating an Account, the User performs a general acceptance of the Offer in the manner provided for in Section 6.

1.8. When purchasing a specific paid Product, the link between the relevant purchase and the applicable revision of the Offer is additionally confirmed by the User's action directly in the course of arranging payment, in accordance with Section 6.

1.9. No provision of the Offer shall be construed as a waiver by the User of consumer rights or other rights that the User cannot waive by virtue of mandatory provisions of law.

2. Subject Matter of the Contract

2.1. Shuaq Admissions provides the User, on the terms of the Offer, with access to the Platform and, after the purchase of a paid Product, with the time-limited right to use the relevant Product and the functionality available in connection with it, solely for personal, non-commercial learning.

2.2. The principal Product as of the date of this revision is the digital self-study SAT® Math preparation course. The Platform may include video lessons, practical assignments, automatic answer-checking, diagnostic tests, reports, progress tracking and other educational functionality.

2.3. Shuaq Admissions is entitled to develop the Platform, correct errors, update and refresh materials, change the interface, replace individual assignments or other elements with ones comparable in purpose, and add new functions and Products. Such changes must not lead to an unlawful material deterioration of a paid Product already purchased by the User.

2.4. If a specific number of lessons, tasks, tests or other content units is not expressly fixed on the purchase page as a material condition of the relevant purchase, Shuaq Admissions is entitled to change their composition in the course of the ordinary development and updating of the course while preserving the principal purpose of the purchased Product.

2.5. Shuaq Admissions provides an educational tool but does not guarantee a specific learning result. In particular, the Company does not guarantee:

- a. that the User will obtain a particular result or SAT score;
- b. an increase in the result by a particular number of points;
- c. the User's admission to a particular educational institution;
- d. the receipt of a scholarship, grant, invitation or other academic result;
- e. the achievement of a result within a particular period.

2.6. The learning result depends on the User's individual knowledge and abilities, the regularity and quality of independent work, the time spent on learning, adherence to recommendations, the actual use of the materials and other circumstances that Shuaq Admissions does not control.

2.7. Unless expressly stated otherwise on the page of a specific Product, the provision of access does not imply the issuance of a state education document, the conferral of a qualification, or recognition of Shuaq Admissions as an educational institution acting on behalf of the College Board or any other third party.

3. Free Functionality

3.1. Shuaq Admissions may provide certain materials and functions of the Platform free of charge. As of the date of this revision, part of the course materials and the diagnostic functionality may be available without purchasing Paid Access and without creating a full Account.

3.2. Unless the terms of a specific free offer expressly provide otherwise, free functionality is provided without any obligation to keep its composition, scope or duration of availability unchanged.

3.3. Shuaq Admissions is entitled at any time to:

- a. add free materials and functions;
- b. change their content and scope;
- c. temporarily restrict or discontinue certain free functions;
- d. transfer certain future functions to a paid mode;
- e. introduce new free or paid Products.

3.4. A change in free functionality does not in itself alter Paid Access already purchased by the User and does not entitle Shuaq Admissions to worsen the material conditions of an already-paid Product in breach of the Offer or mandatory law.

3.5. The rules on the use of intellectual property and the prohibition on circumventing technical restrictions, interfering with the operation of the Platform and unlawfully extracting materials apply to free materials as well.

4. Registration and Account

4.1. To purchase a paid Product, the User must create an Account, unless a different procedure is expressly provided for a specific Product.

4.2. As of the date of this revision, registration may be carried out by means of email and password or by means of a Google account. Shuaq Admissions is entitled to introduce other methods of registration, login or authentication in the future.

4.3. Shuaq Admissions is entitled to introduce mandatory or selective confirmation of an email address, phone number or other identifier where this is necessary for security, fraud prevention, access recovery, two-factor authentication or further development of the Platform.

4.4. The User is obliged to:

- a. provide accurate, up-to-date information relating to the User;
- b. promptly update changed information;
- c. use the User's own contact details, except where the Offer expressly provides for the provision of the Legal Representative's contacts;
- d. maintain the confidentiality of the means of access to the Account;
- e. not transfer the password, Account or Paid Access to third parties;
- f. promptly notify Shuaq Admissions upon suspicion of unauthorized access.

4.5. The Account is personal. One purchased individual access is intended for one User, unless a different model is expressly provided for the relevant Product.

4.6. The User may not enable other persons to use the User's Account to take the course, view paid materials, obtain access to assignments or circumvent the need to purchase their own access.

4.7. Shuaq Admissions is entitled to set reasonable technical limits on the number of simultaneously active sessions, simultaneous logins, devices or other indicators where this is necessary to prevent transfer of the Account, fraud, infringement of intellectual property rights or security threats.

4.8. The limits specified in clause 4.7 must be applied reasonably and must not be used solely to unjustifiably deprive a bona fide User of purchased access. When protective measures are triggered, Shuaq Admissions may offer re-authorization or other confirmation of ownership of the Account.

4.9. Where there are objective signs of compromise or transfer of the Account, Shuaq Admissions is entitled to request additional confirmation of ownership of the email, phone number or Account. Where there are no reasonable grounds for such a check, the Company is not obliged to carry out disproportionate identification of the User.

4.10. The User is liable for actions performed through the User's Account as a result of intentional transfer of access credentials or the User's own failure to observe reasonable security measures, to the extent that such liability is permitted by law.

4.11. Shuaq Admissions does not assert or assume that the User's password is available to the Company's employees in clear text. The method of technical storage and protection of credentials is determined by the actual architecture of the Platform and applicable security requirements.

5. Minor Users

5.1. The minimum age for independently creating an Account within the standard user scenario of the Platform is 13 years.

5.2. Persons under 13 years of age are prohibited from independently creating an Account and purchasing a paid Product through the standard user scenario, unless Shuaq Admissions introduces a separate, law-compliant procedure for that age category.

5.3. In order to create a uniform and legally robust model, Shuaq Admissions requires confirmation by a Legal Representative for all Users from 13 to 17 years of age inclusive. The technical scenario blocks completion of the paid user path until active confirmation by the Legal Representative is obtained.

5.4. For a User who has reached 13 years of age but has not yet reached 14 years of age, the paid transaction is concluded by the Legal Representative on behalf of the minor, unless another lawful mechanism is expressly applicable.

5.5. For a User from 14 to 18 years of age, the Legal Representative, by means of the mechanism provided by the Platform, confirms consent to the conclusion and performance of the paid transaction, except where the User is entitled to enter into the relevant transaction entirely independently by law and Shuaq Admissions has provided a technical means of confirming that circumstance.

5.6. In order to minimize user actions, Shuaq Admissions uses a single electronic scenario of parental confirmation, within which the Legal Representative:

- a. confirms that they are the Legal Representative of the relevant minor and are entitled to act in that capacity;
- b. depending on the age of the minor, either concludes the paid transaction on the minor's behalf or gives consent to the minor's entering into such a transaction;
- c. confirms the creation or use of the Account by the minor in the manner provided by the Platform;
- d. separately performs the necessary expression of will on personal-data matters, where separate consent is required by law.

5.7. The actions specified in sub-clauses 5.6(a)–5.6(c) and the consent to the collection and processing of personal data are legally distinguishable expressions of will. They may be presented to the Legal Representative in a single sequential user scenario but must be worded separately and recorded in such a way that the content of each confirmation can be established.

5.8. Parental confirmation may be carried out by means of a personal link sent to the Legal Representative's email, a one-time code sent to a phone number, or another reasonable electronic method provided by the Platform.

5.9. The person performing the parental confirmation represents to Shuaq Admissions that:

- a. the contact details provided belong to them or are under their lawful control;
- b. they are the Legal Representative of the relevant minor;
- c. the consent or action they provide is given voluntarily and within the scope of their authority;
- d. they have reviewed the conditions of purchase of the Product, including the price and the access term.

5.10. Where there are reasonable doubts as to the authenticity of the parental confirmation, Shuaq Admissions is entitled to request additional information necessary to verify authority, or to temporarily suspend completion of registration or purchase.

5.11. Shuaq Admissions is not obliged to carry out verification of the Legal Representative's identity that is disproportionate to the nature, cost and risks of the service provided, unless such enhanced verification is expressly required by law or by the objective circumstances of the specific case.

5.12. The mere fact of payment for the course by a bank card or another payment instrument of a third party does not replace parental confirmation where such confirmation is required under the rules of this Section.

5.13. Payment for a minor may be made by the Legal Representative or another person in the manner permitted by law. Regardless of the identity of the payer, Paid Access is provided to the specific User and does not become transferable.

6. Conclusion of the Contract and Acceptance of the Offer

6.1. Upon registration, the User is given the opportunity to review the current revision of the Offer before creating an Account.

6.2. General acceptance of the Offer upon registration is carried out by an active action of the User, for example by ticking an initially unchecked box next to the wording "I accept the terms of the Public Offer" or another equivalent wording, and subsequently pressing the registration button.

6.3. Acceptance of the Privacy Policy, the giving of consent to the collection and processing of personal data, and marketing consent are arranged in such a way that the User can distinguish the corresponding expressions of will. Marketing consent is not a condition for purchasing a paid Product.

6.4. Since some time may pass between registration and a specific purchase and the revision of the Offer may change, immediately before payment the User must have access to information on:

- a. the Product being purchased;
- b. the price;
- c. the access term;
- d. the revision of the Offer applicable to the relevant purchase.

6.5. Immediately next to the payment button, the following wording is used: "By clicking 'Pay and get access', you confirm the order for the specified Product, its price and access term, and accept the revision of the Public Offer in force for this purchase." The text must contain an accessible link to the relevant revision of the Offer.

6.6. A separate second checkbox for acceptance of the Offer at the payment step is not required under this Contract, provided that:

- a. the meaning of the payment button and the text next to it is unambiguous;
- b. the User can review the Offer before performing the action;
- c. the User's action is reliably recorded;
- d. it is possible to prove to which purchase and to which revision of the Offer the action related.

6.7. For a specific paid purchase, the Contract is deemed concluded after the User performs the action of arranging the purchase provided by the interface and Shuaq Admissions receives confirmation of successful payment, unless a different moment is expressly provided before payment for the relevant payment method or Product.

6.8. Shuaq Admissions retains information making it possible to link the acceptance to a specific purchase, including the identifier of the User or the Account, the date and time, the identifier or date of the revision of the Offer, the action performed and the identifier of the relevant purchase. To the extent permitted by law and by the personal-data documents, technical information necessary for evidence and security may also be retained.

6.9. The electronic conclusion of the Contract does not require the use of an electronic digital signature of the User, unless the obligatory nature of such a signature for the relevant transaction is expressly established by law. Civil legislation permits confirmation of a written expression of will by electronic messages and other documents that make it possible to determine the subjects and the content of the expression of will, and the performance of actions under the terms of the offer, including payment, may constitute acceptance.

7. Price and Payment Procedure

7.1. The price of each paid Product is stated directly on the Platform before payment is made.

7.2. The price of the principal Product for users in the Republic of Kazakhstan is displayed in tenge.

7.3. Before payment, the User is obliged to check the name of the Product, the price, the access term and other material information about the purchase.

7.4. The price of a specific purchase is fixed at the moment of arranging and successfully paying for that purchase.

7.5. Shuaq Admissions is entitled to change the cost of Products and to introduce new tariffs, discounts, promo codes, special offers and other methods of price determination for future purchases. A subsequent decrease or increase in price does not change the price of a purchase already made and does not in itself create a right to recalculation.

7.6. Payment is made by the methods available on the Platform at the time of arranging the purchase. Shuaq Admissions is entitled to add, replace and discontinue support for certain lawful payment methods.

7.7. Payment processing may be carried out by a bank, a payment organization, a payment aggregator or another payment service provider. The use of a particular provider may change without amending the Offer, provided this does not worsen the material rights of the User already acquired.

7.8. When the User is redirected to the interface of a payment organization, the mandatory rules and technical conditions of that organization may apply to the relevant processing of payment data.

7.9. Shuaq Admissions is not liable for a payment organization's refusal to carry out a transaction, blocking of a payment by the User's bank, insufficiency of funds, erroneous payment details of the User, or other circumstances on the side of the User or the payment infrastructure that are not caused by the actions of Shuaq Admissions.

7.10. Paid Access is provided after confirmation of successful payment is received.

7.11. If the law requires the issuance of a fiscal receipt or other supporting document, the relevant document is generated and provided in the manner established by law, either by the Company itself or using the payment or fiscal infrastructure engaged by it.

7.12. As of the date of this revision, automatic renewal of Paid Access does not apply. The future introduction by Shuaq Admissions of a subscription with automatic renewal does not turn previously purchased three-month access into an automatically renewing subscription. Such a model may apply only to a future purchase after the User has been provided with the relevant information and the necessary expression of will has been obtained.

8. Provision of Access and Term

8.1. Paid Access to the principal SAT® Math course is provided for a term of 3 (three) months.

8.2. The term begins to run from the moment of confirmation of successful payment and provision of Paid Access.

8.3. After confirmation of payment, the full scope of the paid course provided for by the relevant purchase is made available immediately, unless a different procedure is expressly stated on the page of the specific Product before payment.

8.4. The term of Paid Access is not suspended by reason of the fact that the User:

- a. does not log in to the Account;
- b. does not watch the videos;
- c. does not complete assignments or tests;
- d. is temporarily busy, travelling or, for other personal reasons, does not take the course;
- e. decided to start learning later.

8.5. Voluntary non-use of properly provided access does not in itself mean that Shuaq Admissions has not provided the User with the service or access.

8.6. The User independently plans the completion of the course taking into account the term of Paid Access.

8.7. Shuaq Admissions is entitled voluntarily to extend the access term in individual cases, for example to remedy the consequences of a confirmed technical failure, to run a promotion or to provide support. Such

a voluntary extension in one case does not create an obligation to provide a similar extension to other Users in the absence of the same legal ground.

8.8. After the expiry of Paid Access, the User may purchase the Product again or extend access, if the relevant option is available at that time. The price and conditions in force at the time of the new transaction apply to it.

9. Refund of Funds and Withdrawal from the Contract

9.1. General principle

The provisions of this Section apply only to the extent that they do not restrict the rights of the User established by the mandatory legislation of the Republic of Kazakhstan. No provision of the Offer means that payment is non-refundable under any circumstances.

9.2. Grounds for a refund

A refund is made in the following cases:

- a. as required by law, in particular in the event of an erroneous or double payment (clause 9.4), technical impossibility of obtaining paid access for reasons attributable to Shuaq Admissions (clause 9.5), and defects in the Product or improper performance of obligations by Shuaq Admissions (clause 9.6). In such cases the User is entitled to a refund by operation of law;
- b. upon the User's unilateral withdrawal from the Contract without breach on the part of Shuaq Admissions, exercised on the basis of applicable civil legislation subject to the restrictions set out in clause 9.7 of the Offer;
- c. at the voluntary discretion of Shuaq Admissions, beyond the cases where the law requires a refund, in accordance with clause 9.3.

9.3. Voluntary refunds beyond the requirements of law

Shuaq Admissions is entitled, at its own discretion, to grant a refund request in full or in part in a situation where the Company is not obliged to make a refund by law or under the terms of the specific purchase. Such a refund:

- a. is a voluntary decision in the specific case;
- b. does not constitute an admission of a breach on the part of Shuaq Admissions;
- c. does not change the general rules of the Offer;
- d. does not create an obligation to grant similar requests in the future, unless otherwise following from the principle of equal observance of mandatory consumer rights.

Shuaq Admissions is also entitled to establish, for a specific promotion or a future Product, a special voluntary refund guarantee. In such a case, its conditions must be shown to the User before purchase and apply to the relevant purchase.

9.4. Erroneous or double payment

If, as a result of a technical error, a repeated submission of payment or another confirmed cause, Shuaq Admissions has actually received funds twice or has received an amount not relating to a valid purchase, the User is entitled to notify Shuaq Admissions of this and to provide information making it possible to identify the transactions. After verification, Shuaq Admissions refunds the amount received erroneously or repeatedly, to the extent and in the manner provided by law and by the circumstances of the transaction.

9.5. Technical impossibility of obtaining paid access

If, after successful payment, the User is objectively unable to obtain the purchased Paid Access for a reason attributable to the Platform or to the performance of obligations by Shuaq Admissions, the User must notify the support service of this within a reasonably short time after discovering the problem and provide information sufficient to reproduce and verify it. Timely contact is necessary for diagnosis. Shuaq Admissions is entitled to verify the circumstances of the request and to offer restoration of access,

correction of the technical fault, an appropriate extension of the access term or another remedy, if such a method corresponds to the nature of the breach and to the mandatory rights of the User. If the defect is material, cannot be remedied, is not remedied within the applicable period, or the law grants the User another remedy, the User retains the relevant rights provided by law.

9.6. Defects or non-provision of the service

Where there is a defect in the Product or improper performance of obligations by Shuaq Admissions, the rights of the User and the obligations of the Company are determined by consumer-protection legislation and other mandatory provisions. The Offer does not restrict the User's right to demand the remedy of defects, a proportionate reduction of the price, termination of the Contract, compensation for losses or another remedy provided by law where the grounds provided by law exist.

9.7. Unilateral withdrawal by the User and restriction by term and scope of use

If applicable mandatory legislation grants the User the right to withdraw from the performance of a paid-services contract, such withdrawal and the final settlements are carried out in accordance with the law and with clause 9.10 of the Offer. In order to create a mechanism that is transparent and predictable for both parties, Shuaq Admissions establishes the following restriction on the period during which the User may exercise the right of unilateral withdrawal with respect to the relevant purchase: this right may be exercised within 15 (fifteen) calendar days from the moment of provision of Paid Access and provided that the User has completed no more than 20% (twenty percent) of the content of the purchased course, whichever of these conditions occurs earlier.

After the expiry of the said 15-day period, or upon the User reaching progress in excess of 20% of the course content, whichever occurs earlier, unilateral withdrawal under this clause may no longer be exercised, and a voluntary refund on that ground is not made. This restriction does not apply to cases where the right to a refund arises directly from law under clauses 9.4, 9.5 and 9.6 — in such cases the relevant rights of the User are retained in full regardless of the expiry of the said period or the scope of content completed.

The progress of course completion is determined on the basis of actual data on the use of the Platform recorded by Shuaq Admissions to the extent necessary for administering access and for the settlements under this Section.

9.8. No refund upon material breach by the User

If Paid Access is terminated as a result of a material breach by the User of the terms of the Offer, in particular distribution of paid content, resale or transfer of access to third parties, copying of materials, circumvention of technical protection, or commission of fraudulent acts against Shuaq Admissions, the amount previously paid is not refunded to the User.

9.9. Causes attributable to the User

If access was duly provided, Shuaq Admissions is not liable for the impossibility of, or difficulty in, using the course caused solely by:

- a. the User's loss of the password where a recovery procedure is available;
- b. the absence of a suitable device or internet connection;
- c. the use of software that does not comply with the reasonable published technical requirements;
- d. voluntary non-use of the course;
- e. transfer of the Account to third parties and subsequent blocking on the grounds of the Offer;
- f. other acts or omissions of the User.

This clause does not apply if the relevant problem was in fact caused by a breach of obligations by Shuaq Admissions.

9.10. Methodology for calculating the amount subject to refund upon unilateral withdrawal

This clause applies where the User exercises the right of unilateral withdrawal from performance of the Contract within the period and scope specified in clause 9.7, and determines the procedure for calculating

the amount subject to refund as well as the actual expenses that Shuaq Admissions is entitled to withhold. The amount subject to refund to the User is calculated by the following formula: Refund amount = Price paid for the Product minus the actual expenses of Shuaq Admissions connected with performance of the Contract up to the moment of receipt of the notice of withdrawal. The actual expenses that Shuaq Admissions is entitled to take into account in the calculation may include, in particular:

- a. the documented cost of the services of payment organizations and aggregators, including the acquiring fee withheld upon receipt of payment and not refundable by the payment organization;
- b. the proportionate part of the cost of individually provided services actually rendered to the User before withdrawal, if such services require human involvement and cannot be returned to their original state;
- c. documented direct expenses incurred by Shuaq Admissions specifically for the performance of obligations to the particular User and having no other useful application after withdrawal.

This methodology does not apply to refunds on the grounds of clauses 9.4 (erroneous or double payment), 9.5 (technical impossibility of obtaining access) and 9.6 (defects or non-provision of the service), for which a refund is made in the full amount of the relevant erroneously received sum or in the amount determined by consumer-protection legislation, nor to the cases provided for in clause 9.8 of the Offer.

9.11. Refund procedure

A refund is made, where technically and legally possible, by the same method by which payment was made. If such a method is unavailable, the parties use another lawful method. The period for the actual crediting of funds may depend on the bank, the payment organization or other external infrastructure. Shuaq Admissions is responsible for its own timely performance of the necessary actions but not for a delay arising solely after the refund has been duly sent and lying outside the reasonable control of the Company.

10. Rights and Obligations of the User

10.1. The User is entitled to:

- a. use the purchased Product within the paid term;
- b. receive the functionality provided by the relevant Product;
- c. contact technical support;
- d. receive information about the price, term and material conditions of the Product before purchase;
- e. exercise all consumer rights granted to the User by law.

10.2. The User is obliged to:

- a. use the Platform lawfully and in good faith;
- b. use the individual access personally;
- c. comply with the Offer and the published reasonable technical rules of use;
- d. not infringe the intellectual property rights of Shuaq Admissions and third parties;
- e. not transfer the Account or Paid Access to third parties;
- f. not impede the normal operation of the Platform;
- g. not attempt to gain access to administrative sections, other persons' accounts, source code, closed programming interfaces, databases or other resources without authorization;
- h. not use malicious software or other means of affecting the Platform;
- i. not carry out fraudulent payment transactions, unjustified attempts at chargeback through a bank, or other abuses of the payment infrastructure;
- j. not provide knowingly inaccurate information;
- k. promptly report any detected compromise of the Account.

10.3. The User may not use robots, scripts, automatic viewing programs, mass-downloading tools, parsers or other automated tools for the systematic extraction of educational materials, assignments, answers, data or other elements of the Platform without the prior written permission of Shuaq Admissions.

10.4. The User may not take actions aimed at artificially increasing load, denial of service, scanning for vulnerabilities, circumventing access control, modifying the client program code in order to gain unauthorized access, or otherwise destabilizing the Platform.

11. Intellectual Property

11.1. The video materials, texts, assignments, tests, explanations, graphic materials, design, interface elements, course structure, program elements, databases and compilations of materials, commercial designations, logos and other protected results of intellectual activity and means of individualization used on the Platform belong to the Limited Liability Partnership "Shuaq Admissions".

11.2. Nothing in the Offer means the transfer to the User of exclusive rights, of ownership of the educational materials, or of the right to alter, reproduce, distribute or commercially use them.

11.3. For the term of the relevant access, the User is granted a limited, personal, non-exclusive, non-transferable right of access to the materials for the User's own non-commercial learning, revocable solely on the lawful grounds provided by the Offer.

11.4. Unless a specific function of the Platform expressly permits the relevant action, or another right of the User follows directly from mandatory law, without the prior written permission of Shuaq Admissions it is prohibited to:

- a. copy the educational materials in whole or in material parts;
- b. download materials by methods not provided by the functionality;
- c. carry out systematic screen recording or other reproduction of materials for their subsequent storage, transfer or distribution;
- d. photograph or otherwise reproduce assignments, answers and materials for the purpose of forming a copy of the course, a database of materials or further transfer;
- e. publish materials in whole or in part on social networks, messengers, forums, websites, file-sharing services, cloud storage or other resources;
- f. transfer materials to other persons in electronic or physical form;
- g. sell or resell materials or access;
- h. lease out the Account or access for temporary use;
- i. share one Account among several learners;
- j. post assignments, test questions, solutions or answers in public question banks or other databases;
- k. create, on the basis of a material part of the materials, one's own courses, collections, teaching aids, assignment banks or other derivative educational products;
- l. use the materials for the paid or systematic teaching of third parties;
- m. use the materials or material selections from them for commercial purposes;
- n. remove or alter notices of copyright, trademarks or other rights;
- o. circumvent technical restrictions on access or content protection;
- p. massively extract, index or aggregate content by automated means;
- q. form from the materials datasets for training, tuning or evaluating automated models, unless Shuaq Admissions has permitted such use in writing;
- r. provide a third party with a password, authorization session, access token or other technical means of obtaining the paid content.

11.5. The prohibitions of clause 11.4 do not apply to temporary technical reproduction inevitably carried out by the browser or the Platform itself for normal use of the Product, to functions that Shuaq

Admissions has specifically provided to the User, or to actions the right to which cannot be restricted by contract by virtue of mandatory law.

11.6. The use of one or more separate fragments of the materials must not be carried out in a manner that in fact makes it possible to reconstruct a material part of the course or to create a product replacing it.

11.7. The User does not acquire the right to use the trade name, logo, commercial designations or other brand elements of Shuaq Admissions to create an impression of partnership, endorsement, representation or other connection with Shuaq Admissions.

11.8. A material breach of this Section, in particular distribution of paid content, resale of access, systematic copying, circumvention of technical protection or transfer of the Account for mass use, constitutes a material breach of the Offer entailing the consequences provided for in clauses 9.8 and 15 of the Offer, including immediate restriction of access and non-refund of the amount paid.

11.9. Termination of Paid Access does not terminate the prohibitions that by their nature must continue to apply after the end of the Contract, including the prohibitions on distributing previously obtained copies of the materials.

12. Use of the SAT® Designation

12.1. SAT® is a registered trademark of the College Board.

12.2. Shuaq Admissions uses the designation SAT® solely to inform Users of the purpose of the relevant preparation course.

12.3. Shuaq Admissions is not the College Board, does not act on its behalf and does not claim the existence of official affiliation, partnership, sponsorship or endorsement by the College Board, unless such a connection is separately and reliably confirmed.

12.4. The Shuaq Admissions course is an independent educational product. The College Board does not participate in the creation or provision of the Shuaq Admissions services and bears no responsibility for the Platform or its content.

13. Reviews and Feedback

13.1. The User is entitled voluntarily to send Shuaq Admissions comments, ratings, suggestions, messages about the quality of lessons, survey results and other feedback.

13.2. Shuaq Admissions is entitled to use ordinary feedback without public disclosure of the User's identity for:

- a. analysis of the quality of the Product;
- b. correction of errors;
- c. improvement of lessons and assignments;
- d. development of new functions;
- e. internal analytics and aggregated statistics.

13.3. The provision of ordinary feedback does not automatically mean the User's consent to the public use, in advertising, of the User's name, image, photograph, video, voice or other information making it possible to identify the User.

13.4. If Shuaq Admissions intends to make public use of a review together with the User's name, image, photograph, video, voice or other identifying materials for marketing purposes, the relevant consent is arranged by one separate voluntary active action directly in the review-submission interface (for example, a separate checkbox or a confirmation button), without concluding a separate paper agreement, provided that before performing such action the User is clearly shown:

- a. what material is permitted to be used;
- b. that the use is public and advertising;
- c. what data of the User may accompany the material;

- d. the period of such use;
- e. the methods of withdrawing the relevant consent provided by law.

13.5. Unless a shorter period is provided in such a separate confirmation, Shuaq Admissions may request permission to use advertising material voluntarily provided by the User for a period of up to 5 (five) years from the moment the relevant confirmation is given, in the online and offline channels indicated to the User when consent is given.

13.6. The giving of advertising consent is not a condition of registration, purchase of the course or receipt of Paid Access. Refusal to give such consent does not affect the User's rights under the purchased Product.

13.7. If the material relates to a minor User, public use of the minor's name, image, photograph, video or voice for marketing purposes is permitted where there is separate voluntary confirmation by the Legal Representative, obtained as an independent action (a separate checkbox or equivalent confirmation) distinct from consent to the registration of the minor and from consent to the conclusion of the paid transaction.

13.8. If the User is the author of voluntarily provided text, a photograph, video or other material, the User confirms that they are entitled to grant Shuaq Admissions the right of use provided by the separate confirmation and that such use will not knowingly infringe the rights of third parties.

14. Technical Support and Formal Claims

14.1. For ordinary technical and organizational requests, the User may use the contact channels published by Shuaq Admissions on the Platform.

14.2. Confirmed principal contacts: email info@shuaqgroup.org; phone +7 775 978 2488. Where technically possible, a request via the said number may also be accepted through the messaging service used by the Company.

14.3. For an ordinary request to technical support, Shuaq Admissions provides an initial response within a period of up to 10 (ten) business days from receipt of the request.

14.4. The period specified in clause 14.3 is a period for an initial response, not a guaranteed period for the full remedy of any technical problem. The period for the actual resolution depends on the nature of the problem, the need to reproduce it and the involvement of external infrastructure providers.

14.5. The User is obliged, so far as reasonably possible, to provide the support service with the information necessary for diagnosis, for example a description of the problem, the time of its occurrence, the device used, the error message and other information relating to the problem. The User must not transmit the password or full payment details.

14.6. A formal consumer claim may be sent to the email info@shuaqgroup.org or by another method provided by law.

14.7. A message need not contain the word "claim" if it clearly follows from its content that the User is asserting a violation of a right and making a corresponding demand.

14.8. If Shuaq Admissions disagrees with the demands of a formal consumer claim, the Company provides a reasoned written response within 10 (ten) calendar days from receipt of the claim and also complies with other applicable requirements of law.

14.9. A request originally sent to technical support is treated as a formal claim from the moment its content objectively acquires the character of a consumer demand for the remedy of a violation. Shuaq Admissions may not circumvent the mandatory time limits for considering a claim by formally designating it as a support request.

15. Suspension and Termination of Access

15.1. Shuaq Admissions is entitled to temporarily restrict a particular function, suspend the Account or terminate Paid Access where there is a sufficient ground provided by the Offer or by law.

15.2. Such grounds include:

- a. a material breach of the Offer;
- b. unlawful use of the Platform;
- c. transfer of the Account or Paid Access to third parties;
- d. simultaneous systematic use of the Account by several persons with signs of transfer of access;
- e. copying, systematic recording or distribution of materials in breach of Section 11;
- f. resale of access;
- g. publication of assignments, answers or material parts of the course;
- h. infringement of copyright, trademark or other intellectual property rights;
- i. circumvention of technical means of access restriction;
- j. automated mass extraction of content;
- k. an attempt to gain unauthorized access to accounts, systems or databases;
- l. affecting the security, stability or availability of the Platform;
- m. use of malicious software;
- n. fraud or reasonable signs of fraudulent acts;
- o. provision of a knowingly false parental confirmation;
- p. non-payment, cancellation of payment or final annulment of a transaction;
- q. initiation of a chargeback through a bank in respect of a valid purchase while continuing to use Paid Access, where the circumstances indicate abuse;
- r. use of the Platform in a manner that creates a material risk of harm to Shuaq Admissions, other Users or third parties.

15.3. If the breach can be remedied without material risk to Shuaq Admissions or other persons, the Company is entitled to send the User a warning and provide a reasonable opportunity to remedy the breach.

15.4. Shuaq Admissions is entitled to apply an immediate restriction without prior warning if delay may lead to further distribution of protected materials, create an information-security threat, facilitate fraud, lead to unauthorized access, cause material harm to the Company or third parties, or render technical protection ineffective.

15.5. Upon receiving notice of a disputed, cancelled or reversed payment transaction, Shuaq Admissions is entitled to suspend the relevant Paid Access for the period of verification. If the payment is finally annulled and the User has no other lawful ground for access, Paid Access may be terminated.

15.6. After a remediable breach has been remedied, Shuaq Admissions is entitled to restore access, taking into account the nature of the breach, the risk of recurrence and the mandatory rights of the User.

15.7. If it turns out that a restriction was applied erroneously due to circumstances for which Shuaq Admissions is responsible, the Company takes reasonable measures to restore the User's position, including, where necessary, restoring or extending access.

15.8. Termination of access as a result of a material breach by the User of the terms of the Offer entails the consequences provided for in clause 9.8 of the Offer. In other cases, termination of access does not mean the automatic recovery from the User of the entire amount paid as a penalty and does not create a contractual forfeiture of payment. The question of monetary settlements in such cases is determined by the nature of the breach, the scope of performance provided, applicable law and the mandatory rights of the consumer.

15.9. This Section does not restrict the right of Shuaq Admissions to use other means, provided by law, of protecting intellectual property rights, the security of the Platform and its lawful commercial interests.

16. Availability of the Platform and Liability

16.1. Shuaq Admissions takes reasonable measures to maintain the operability of the Platform but does not guarantee its absolutely continuous or error-free operation.

16.2. Temporary unavailability may arise as a result of:

- a. scheduled technical maintenance;
- b. an urgent update or remedy of a vulnerability;
- c. a software update;
- d. an internet outage;
- e. a disruption in the operation of a data center, hosting, cloud infrastructure, email service, payment organization or other external provider;
- f. a mass cyberattack;
- g. actions of state authorities or telecom operators in cases provided by law;
- h. circumstances outside the reasonable control of Shuaq Admissions.

16.3. Where possible, Shuaq Admissions seeks to carry out material scheduled works in a manner that reduces their impact on Users. This does not preclude the immediate carrying out of works necessary for security.

16.4. Shuaq Admissions is not liable for the impossibility of using the Platform caused by the User's device, internet connection, browser, settings, software or network restrictions, if the Platform complies with the reasonably published technical requirements.

16.5. If the normal operation of a particular function requires a modern browser version, JavaScript enabled, a stable internet connection or another reasonable technical condition, Shuaq Admissions is entitled to publish the relevant requirements.

16.6. Shuaq Admissions is not liable for the act or omission of an independent external provider to the extent that the relevant breach was outside the reasonable control of Shuaq Admissions, was not caused by an unlawful choice or action of Shuaq Admissions, or cannot be attributed to Shuaq Admissions by virtue of a mandatory provision of law.

16.7. The engagement of an external provider does not release Shuaq Admissions from liability to the consumer where such liability is directly imposed on Shuaq Admissions by law.

16.8. Shuaq Admissions does not guarantee the preservation of a particular design, arrangement of buttons or other non-material interface elements throughout the access term.

16.9. Shuaq Admissions is entitled to update materials to correct errors and to improve accuracy, currency or educational usefulness. Such changes are not considered a breach if the principal purpose of the purchased Product is preserved and the material rights of the User are not worsened.

16.10. Any contractual exclusions or limitations of the liability of Shuaq Admissions apply solely to the extent that the relevant limitation is permitted by the mandatory legislation of the Republic of Kazakhstan.

16.11. The Offer does not exclude or limit liability for harm, defects in the service, failure to provide mandatory information or another breach to the extent that a contractual exclusion of such liability is prohibited by law.

17. Personal Data

17.1. The collection and processing of personal data in connection with the use of the Platform are governed by the separate Privacy Policy of Shuaq Admissions, the Consent to the Collection and Processing of Personal Data, and applicable law.

17.2. In cases where the law requires consent to the collection and processing of personal data, the relevant consent is given by the User or the User's Legal Representative separately from acceptance of the Offer.

17.3. Shuaq Admissions may arrange acceptance of the Offer and the obtaining of the necessary consents in a single sequential interface; however, the content and the fact of each legally independent expression of will must be distinguishable.

17.4. Marketing consent is voluntary and is not a mandatory condition for purchasing the course.

17.5. Refusal of marketing messages does not preclude the sending to the User of messages necessary for registration, security, access recovery, payment, performance of the Contract, consideration of requests or compliance with the requirements of law.

17.6. Authorization via Google or another third-party service is a technical method of registration or authentication and does not replace the Privacy Policy of Shuaq Admissions or the necessary consent to the processing of personal data.

17.7. Information about specific infrastructure providers, cross-border transfer, retention periods, analytics tools, cookies and other processing details is disclosed in the Privacy Policy, the Consent to the Collection and Processing of Personal Data and the Cookie Texts, and not in this Offer.

18. Amendment of the Offer

18.1. Each revision of the Offer has a version number and an effective date indicated at the beginning of the document.

18.2. Shuaq Admissions is entitled to amend the Offer for the purposes of future registrations and purchases, launching new Products, adding new payment methods, introducing new functions, changing technical procedures, correcting errors and ambiguities, complying with new mandatory legal requirements, and enhancing the security of the Platform.

18.3. A new revision is published on the Platform with an indication of its version number and effective date.

18.4. Material changes may additionally be communicated to registered Users by email, notification in the Account or another reasonable electronic method.

18.5. Amendment of the Offer does not in itself entitle Shuaq Admissions retroactively to increase the price of a purchase already paid for, shorten an access term already acquired, materially reduce the acquired scope of the paid service, cancel a mandatory right of the User to a refund or another remedy, introduce automatic renewal for a purchase already paid for, or otherwise materially worsen the conditions secured to the User without a ground provided by law.

18.6. Editorial, technical or organizational changes that do not worsen the material rights of the User, as well as changes the obligatory nature of which follows directly from law, may apply to an already-paid period without separate acceptance.

18.7. A change in security measures, authentication methods, reasonable restrictions against transfer of the Account or technical content-protection mechanisms may apply during current Paid Access if it is objectively necessary for security and is not used to unjustifiably deprive the User of paid access.

18.8. If a material change of contractual rights in relation to an already-paid purchase requires a new agreement of the User by virtue of law or the substance of the change, Shuaq Admissions obtains a repeated active acceptance before applying such a change.

18.9. Continued use of the Platform is not deemed a universal consent of the User to any worsening of previously acquired material conditions.

18.10. For each new paid purchase, the revision of the Offer with which that purchase was linked in accordance with Section 6 applies.

18.11. Shuaq Admissions ensures the ability to identify previously effective revisions of the Offer to the extent necessary to confirm the conditions of the relevant purchase.

19. Force Majeure

19.1. A Party is released from liability for full or partial non-performance of obligations under the Contract if such non-performance is caused by circumstances of force majeure, that is, extraordinary and unavoidable circumstances in the given conditions that arose after the conclusion of the Contract and are outside the reasonable control of the relevant Party.

19.2. Circumstances of force majeure may include, in particular: natural disasters, fires, epidemics and related restrictive measures of state authorities, hostilities, mass riots, strikes, terrorist acts, decisions and acts of state authorities that materially restrict or render impossible the performance of obligations, as well as large-scale and prolonged failures of the internet, power supply or other critical infrastructure not caused by the actions of the relevant Party.

19.3. Circumstances of force majeure do not include the ordinary commercial risks of Shuaq Admissions, including temporary unavailability of the Platform for the reasons specified in clause 16.2, which are governed by the relevant Section of the Offer and not by this Section.

19.4. The Party for which the impossibility of performing obligations has arisen as a result of force majeure is obliged, within a reasonable time, to notify the other Party of this, if objectively possible, and to take reasonable available measures to reduce the harm caused.

19.5. For the period of the force-majeure circumstances, performance of the relevant obligations is suspended. If a force-majeure circumstance applicable to the relevant term of Paid Access objectively deprived the User of the ability to use the purchased Product during a material part of the access term, Shuaq Admissions is entitled, at its discretion, to proportionately extend the term of Paid Access for the period of such circumstance.

19.6. If the force-majeure circumstances continue beyond a reasonable time and render further performance of the Contract impossible or devoid of meaning for one of the Parties, the relevant Party is entitled to withdraw from the Contract in a manner not contrary to the mandatory consumer-protection provisions of the legislation of the Republic of Kazakhstan, with settlements carried out in accordance with Section 9.

19.7. This Section does not restrict or exclude the rights and guarantees of the User that cannot be restricted by contract by virtue of the mandatory provisions of the legislation of the Republic of Kazakhstan.

20. Applicable Law and Dispute Resolution

20.1. The legislation of the Republic of Kazakhstan applies to the Offer, the conclusion and the performance of the Contract.

20.2. If, by virtue of mandatory conflict-of-laws or consumer provisions, the mandatory guarantees of another jurisdiction also apply to a particular User, the choice of the law of the Republic of Kazakhstan is not construed as depriving the User of those guarantees that the User cannot waive by contract.

20.3. In the event of a disagreement, the User is advised first to contact Shuaq Admissions for voluntary settlement of the matter.

20.4. The claims procedure applies to the extent that it is provided or permitted by law. Nothing in the Offer deprives the User of the right to apply to the authorized state body, a pre-trial settlement entity or a court where such a right is granted by law.

20.5. A dispute not settled by the parties is considered in accordance with the legislation of the Republic of Kazakhstan in the courts of the Republic of Kazakhstan. The Offer does not establish an exclusive territorial jurisdiction that would deprive the consumer of the right of choice of court granted by law.

20.6. If a particular provision of the Offer is found invalid, unlawful or unenforceable, the remaining provisions retain force so far as they can apply independently of such provision.

20.7. The failure of Shuaq Admissions to apply any contractual right in a particular case does not mean a final waiver of that right and does not preclude its application upon a subsequent breach, unless otherwise following from law or from an express written expression of will of the Company.

20.8. The versions of this document in all languages are identical. In the event of a discrepancy in interpretation, the Russian-language version prevails.

21. Recording and Storage of Document Revisions

21.1. Shuaq Admissions maintains an internal register of revisions of this Offer, the Privacy Policy, the Consent to the Collection and Processing of Personal Data and the Cookie Texts. Each revision is assigned a unique version number, a date of publication and an effective date.

21.2. Shuaq Admissions retains an immutable copy of each published revision of the said documents, available for the purpose of confirming the content of the revision that applied to a particular User or a particular purchase in the relevant period.

21.3. The effect of an acceptance, consent or other legally significant action of the User is linked to the specific revision of the relevant document in force at the moment the action was performed.

22. Details and Contacts of Shuaq Admissions

Contractor: Limited Liability Partnership "Shuaq Admissions"

BIN: 250540015799

Location: Republic of Kazakhstan, Almaty, Almalinsky district, 69 Kashgarskaya St., apt. 9, 050022

Email: info@shuaqgroup.org

Phone: +7 775 978 2488