

User Agreement

The present agreement, being a user agreement (hereinafter – the Agreement), concluded between an individual acting on his own behalf or on behalf of other individuals (hereinafter – the User) and the Company, which is the holder of the exclusive right to the website: <https://www.cdek-express.com/> (hereinafter – the Website), jointly referred to as the "Parties" hereinafter, defines the rights and obligations of the User and the Company when using the Website.

The User shall consent to the fact that by using the Website in any manner, or its individual functions and/or by registering on the Website, they confirm that they are familiar with its terms and conditions, agree with them, have accepted fully without stipulation the terms and conditions of this Agreement and are obliged to observe them.

In case the User disagrees with any of the terms of this Agreement, the User is not entitled to use the Website. The User shall undertake to immediately stop using the Website and all its services and leave the Website. If the User is a registered user, the User needs to delete their registered account on the Website (if technically possible) or ask the Company to delete it.

1. Terms and Definitions

The Website is a combination of information, texts, graphic elements, design, images, photos, and videos, other results of intellectual activity, as well as computer programs for computers, providing the publication of information and data for general review, united by a common purpose, through technical means used for communication between computers and the Internet. The Website presents information about courier and other services, the procedure for their ordering, execution, as well as methods of payment for services, and services provided by the Company.

The content of the website/Content is protected intellectual property, including texts of literary works, their titles, forewords, annotations, articles, illustrations, covers, graphic, textual, photographic, derivative, composite, and other works, user interfaces, visual interfaces, trademarks, logos, computer programs, databases, as well as the design, structure, selection, coordination, appearance, overall style, and arrangement of the content included in the Website and other objects of intellectual property, collectively and/or individually, contained on the Website.

Service: any of the functions and/or capabilities of the Website, regardless of whether such functions and/or capabilities are provided to the User for payment or not.

User: individual or legal entity acting in their interests or in the interests of third parties that do not have legislative restrictions to accept this Agreement, have accepted this Agreement, have access to the Website and uses it, regardless of the registration on the Website.

Account: information about data provided by the User the recording of which the Company shall consider necessary for the use of the Website by the User.

Registration: filling out the requisite data, including personal, requested by the Website in order to identify the User.

2. General Provisions

2.1. Before starting to use the Website and registering on the Website, as well as subsequently, the User shall undertake to read the text of:

2.1.1. this Agreement;

2.1.2. The Fee-Based Courier Services Contract (if any), Regulation on Fee-Based Courier Services that are a public offering;

2.1.3. Policies regarding personal data collection, processing and protection of personal data subjects (hereinafter the Policy);

2.1.4. Export and sanction control policies;

2.1.5. Other documents posted on the Website.

2.2. By using the Website in any manner and/or by registering on the Website, the User expresses their complete and unconditional consent to all the terms and conditions indicated in clause 2.1 of this Agreement of documents and cannot claim ignorance on any of the issues regulated by these documents.

2.3. The User shall bear personal responsibility for reading the documents and their amendments indicated in clause 2.1.

2.4. This Agreement shall extend its validity to all additional provisions and conditions on rendering services to be provided on the Website.

3. Subject of the Agreement

3.1. The subject of this Agreement is providing the User with access to the Website software to:

3.1.1. Inform the User about the services provided through the Website, including via e-mail, SMS-messages, push-notifications, if a separate Consent of the User for this has been received;

3.1.2. Allow the User to acquire services;

3.1.3. Use the Website services.

3.2. The Website shall provide the User with the following types of services:

3.2.1. Free access to the electronic content with the right to content review;

3.2.2. Access to the Website navigation resources;

3.2.3. Access to service rendering information;

3.2.4. Access to information about the methods and conditions for ordering, paying for, tracking and delivering shipments;

3.2.5. Ordering services;

3.2.6. Obtaining information about the status of an order;

3.2.7. Obtaining news about services, offers, advertising events and discounts;

3.2.8. Other types of services implemented on the Website pages.

3.3. This Agreement covers all existing (actually functioning) Website services at this time, as well as any of their subsequent modifications and additional Website services that appear in the future.

3.4. The Company shall provide the Website and Website software to the User "as is" without any additional guarantees.

3.5. Access to the Website shall be provided for free; consequently, the legislative provisions on protection of consumer rights shall not be applicable to the relationships arising under this Agreement.

3.6. Fee-based relationships on services acquisition shall be regulated by the relevant offer on the Website.

3.7. The use of individual Website Services shall be regulated by special terms and conditions that are an integral part of this Agreement existing in the form of a separate document, rules, instructions, directions and/or explanations posted directly on the Website. If there are contradictions in the terms and conditions of this Agreement and special terms and conditions, the special terms and conditions shall apply.

3.8. Each Party shall guarantee to the other Party that it has the requisite capacity and competence, and equally all the rights and authorities necessary and sufficient to enter into and execute the Agreement in accordance with its terms and conditions.

4. Terms and Conditions for Website Use

4.1. The Website shall provide the User with the possibility of obtaining information about the Company's services, ordering them, tracking execution, obtaining feedback and using the offered Services.

4.2. Access to individual Website services may be conditioned by the need to register the User on the Website. In this case, the User must register in accordance with the Website instructions.

When registering on the Website, as well as further with a change and/or supplement to the data, the User shall undertake to provide reliable and up-to-date data, including by filling out forms.

4.3. Links to third-party websites may be provided on the Website. They shall be provided exclusively for the User's convenience. If the User follows these links, they leave the Website. The Company shall not review third-party websites, monitor or be liable for any of these websites or their content. The Company shall not make any recommendations and shall not make any statements regarding such websites, any information or materials that are presented there, or results that may be obtained with their use. If the User switches to outside sites that were linked on the Website, the User shall do this, recognizing the possible consequences and their liability.

5. Rights and Obligations of the Parties

5.1. The Company shall be entitled to:

5.1.1. Provide the User with access to the Website and maintain the Website and services in working condition, change the Website use rules, and also change the Website content.

5.1.2. Take measures to hold the User liable as specified by this Agreement and within the Company's competence.

5.1.3. In the event that the User places information on the Site or performs other actions that do not comply with the terms of the Agreement without notification, the Company reserves the right at its own discretion to completely or partially remove the information posted by the User, including the information that is difficult to determine its compliance with the Agreement and/or the applicable legislation of the territory of Site usage, as well as the legislation of the Republic of Kazakhstan (hereinafter – Applicable Legislation);

5.1.4. For violating the terms and conditions of this Agreement, the Company shall be entitled without pre-notification to block the User's access to the Website and/or delete the User's account.

5.1.5. Based on this Agreement, process the personal data indicated by the User when using the Website and (or) when registering, and also send to the telephone number, e-mail address provided by the User informational reports at its discretion.

5.1.6. Assign or in some other way transfer its rights and obligations following from its relationships with the User to third parties without the User's consent.

5.1.7. At any time without informing the User make changes to the list of services rendered via the Website, rates, Services, Website documents and other Website content in any section of it. Changes shall enter into force from the time they are published on the Website.

5.1.8. Change, modify or remove some or all Services.

5.1.9. Delete any materials, information, or other content on the Site, including but not limited to content posted in violation of the rights of third parties or not compliant with the Applicable Legislation.

5.1.10. Without preliminary notification of the User perform preventive or other work to ensure Website operability; in this case, interruptions caused by this work may not be the grounds for compensation by the Company for any expenses, losses, etc.

5.1.11. At its discretion, define limitations for the User's registration on the Website, as well as the use of Services, and refuse to register and/or authorize a User on the Website and/or ban the User from using the Website.

5.1.12. Verify the information provided by the User to use the Website. In order to verify the data stated by the User, the Company shall be entitled to request confirming documents, which non-submission, at the Company's discretion, may be equated to submission of unreliable information and entail consequences specified in section 8 herein.

5.1.13. At any time request from the User confirmation of the data indicated during registration in the User's account on the Company's services.

5.2. The User shall be entitled to:

5.2.1. Obtain access to using the Website after observing the requirements specified herein and by the documents indicated in clauses 2.1.2, 2.1.3 of this Agreement.

5.2.2. Use all the services available on the Website, and also order any service offered on the Website.

5.2.3. Ask questions referring to courier and other services offered by the Website.

5.2.4. Use the Website exclusively for the purposes and per the procedure stipulated by the Agreement and not forbidden by the Applicable Legislation.

5.3. The Website user shall undertake to:

5.3.1. Observe the terms and conditions of this Agreement, as well as other terms and conditions, rules and documents mentioned herein.

5.3.2. Provide reliable, complete, up-to-date data during registration on the Website, in Services, as well as when changing and/or supplementing the submitted data. At the Company's request, provide accurate, reliable information that is directly related to the services offered by this Website. The User shall bear the risk of the consequences involved with providing unreliable, non-current or incomplete information to the Company.

5.3.3. Ensure the preservation of the login and password from third party access and their timely change in case of loss or other unauthorized third party actions, and also bear liability for any actions by third parties that use this login and password of the User. If the User fails to prove to the contrary, all actions performed on the Website using the login and password belonging to the User shall be deemed performed by the User. The Company shall not bear direct or indirect liability of any type for any losses borne as a result of or in connection with the lack of observance by the User of this obligation.

5.3.4. Observe the property and non-property rights of the authors and other proprietors when using the Website.

5.3.5. Avoid actions that could be viewed as violating the normal operation of the Website.

5.3.6. Using the Website, not disseminate any confidential information protected by the Applicable Legislation regarding individuals or legal entities.

5.3.7. Avoid any actions that could result in violation of the confidentiality of information protected by the Applicable Legislation.

5.3.8. Avoid using the Website to disseminate advertising information, otherwise than with the Company's consent.

5.3.9. Upon request of the Company, change their passwords; otherwise the Company shall have the right to forcibly change the User's passwords.

5.3.10. Avoid attempts to gain access to the account and/or login and password of another User in any way, including, but not limited to deception, abuse of trust, guessing of login and password.

5.3.11. Immediately inform the Company about unauthorized use of its registered account or password or any other violation of the security system.

5.3.12. Avoid transferring their rights and/or obligations under this Agreement, including transferring the right (opportunity) to use the credentials to third parties.

5.3.13. Avoid "reselling" the Services provided by the Company to third parties, or take other actions aimed at gaining a commercial advantage in relation to third parties from the use of the Services provided by the Company.

5.3.14. If it is necessary to take any actions related to using the Services, check that the User is entering into legal relations with Company representatives authorized for this.

5.3.15. Every week become familiar with the information posted on the Website regarding the terms and conditions for the Company to render Services.

5.3.16. Pay the paid Services by the method and in accordance with the instructions indicated on the Website;

5.3.17. Do not use the Website Services in order to:

5.3.17.1. Download content that is illegal, violates any third party rights, promote violence, severity, hatred and/or discrimination for race, national, sexual, religious, social characteristics, contains unreliable information and/or offenses against specific individuals, organizations, authority bodies, incites to illegal actions.

5.3.17.2. Represent themselves as another individual or a representative of an organization and/or community without sufficient rights to this, including as employees of this Website.

5.3.17.3. Misinform regarding services provided by the Website and the operating procedure for the Website and its services;

5.3.17.4. Incorrectly compare the services to be offered by the Service, and also to form a negative attitude towards individuals (not) using the Website services, and judge such individuals.

6. Permissible Use of the Website and User Guarantee

6.1. It is necessary to connect to the Internet to use the Website. The User shall on their own receive and pay for such connection under the terms and conditions and at the rates of their operator or Internet service provider. The Company shall not be responsible for possible unfavorable consequences for the User caused by the impossibility of connecting to the Internet.

6.2. The Website content may not be copied, published, reproduced, transmitted or disseminated by any method, nor posted on the global Internet without prior written permission from the Company.

6.3. The Website content shall be protected by copyright trademark law, as well as other standards of Applicable Legislation regarding protection of intellectual property and protection from unfair competition.

6.4. This Agreement shall not give the User any rights to any results of intellectual activity of the Company or third parties if transfer of exclusive rights is not indicated directly, and all exclusive rights and profit from such use shall remain with the Company and/or the relevant third party.

6.5. The information posted on the Website must not be interpreted as a change to this Agreement.

6.6. The User shall guarantee:

6.6.1. Not to post and not to transfer through the Website any information of restricted access (confidential information), if the User is not authorized to take such actions;

6.6.2. Not to post through the Website personal data, including home addresses, telephone numbers, e-mail addresses, passport data, taxpayer identification number and other personal information (personal data) of other Users or other individuals without their prior consent;

6.6.3. Not to use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, acquire, copy or track the Website content;

6.6.4. Not to disrupt the Website proper functioning;

6.6.5. Not to use any method to bypass the Website navigational structure to obtain or attempt to obtain any information, documents or materials by any means that are not especially represented by the services of this Website;

6.6.6. Not to gain unauthorized access to the Website functions, any other systems or networks belonging to this Website, as well as any services offered on the Website;

6.6.7. Not to disrupt the security system on the Website or in any network belonging to the Website.

6.6.8. Not to make a reverse search, track or attempt to track any information about any other Website User.

6.6.9. Not to create several registered accounts on the Website if they actually belong to the same individual.

6.6.10. Not to transfer for use their registered account and/or login and password for their registered account to third parties;

6.6.11. Not to use programs for automatic collection of information and/or interaction with the Website and its services;

6.6.12. Not to post any files that contain or could contain viruses and other harmful programs;

6.6.13. Not to accumulate or collect e-mail addresses or other contact information and personal data of the Website Users by automated or other methods for any purposes, including for purposes of sending unsolicited mail (spam) or other undesirable information;

6.6.14. Not use the Website and its Content for any purposes forbidden by Applicable Legislation, nor instigate any illegal activity or other activity that violates the rights of the Company and other individuals.

6.6.15. Not to take any actions aimed at damaging the owner of rights to the Website, proprietors and other individuals, other Users.

6.6.16. Not to register by using data the User does not have the right to use.

6.6.17. Not to use the Website to gain profit, post advertising, carry out fraudulent schemes and other illegal actions.

6.6.18. Not to use software errors (and shall undertake to immediately inform the Company about them), not to interfere with program code, not to obtain unauthorized access to the computer system, Databases.

6.6.19. That all data, including personal data, provided by them to the Company, as well as posted by them on the Site, are obtained by them on legal grounds and in compliance with the requirements of the Applicable Legislation on personal data;

6.6.20. That they have the right to use the selected means of payment for the Services without violating the Applicable Legislation and/or the legislation of another country of the User's residence. The Company bears no responsibility for possible damage to third parties and/or other Users caused as a result of the User's use of payment means that do not belong to them.

6.7. The Company shall rely on the good faith of the User and the guarantees given by them. In the case of User violation of their obligations assumed under the Agreement and guarantees provided in clause 6.6. of the Agreement, the User shall undertake to compensate the Company for any losses it incurs.

7. Liability and Responsibility

7.1. By accepting the terms and conditions of this Agreement, the User understands, accepts and agrees that they shall:

7.1.1. Use the Website at their own risk and bear personal responsibility for possible consequences of using information and materials, including the damage that information and materials may cause to the User or third parties, for the loss of data or any other damage;

7.1.2. Undertake on their own and at their own expense to settle all third party claims related to the action or inaction of the User when using the Website;

7.1.3. Undertake, acting on their own and at their own expense, to settle all third party claims related to the action or inaction of the User when using the Website.

7.1.4. Bear personal responsibility for the correctness of payments effected by them to pay for the services. If a dispute arises concerning the fact of making a payment, the burden of proof lies with the User.

7.2. Any losses that the User may bear in case of intentional or careless violation of any provision hereunder, as well as due to unauthorized access to communications of another User, or due to the actions of other Users or third parties, shall not be reimbursed by the Company.

7.3. Acknowledging the international nature of the Internet, the User shall be liable for observing all relevant rules and laws concerning the actions of the User on the Internet.

7.4. If the rules of the Website use are violated, the User shall undertake to compensate the damage caused by such actions to the Company.

7.5. The Company shall not be liable for:

7.5.1. Any technical malfunctions or other problems in any telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, malfunctions in e-mail services or scripts for technical reasons.

7.5.2. Actions of payment systems and for delays related to their operation.

7.5.3. The contents of the non-Company websites that can be linked from the Website, and shall not guarantee their accessibility, correct operation and correspondence with the announced theme.

7.5.4. Improper Website functioning if the User does not have the requisite technical devices to use it, and also shall not bear any obligations to provide the users with such devices.

7.5.5. Impossibility of completing an Order/using a certain service by the User on the Website for any reasons.

7.5.6. Any damage to the user's computer or any other person's computer, mobile devices, any other equipment, or software caused or related to downloading materials from the Website or from links posted on the website, using the Company's Services, or individual parts/functions of the Services by the User.

7.5.7. The presence of viruses on the Website, as well as possible consequences of infection of the User's mobile device and computer with viruses or penetration into the User's mobile device and computer of other harmful programs.

7.5.8. Any losses, including lost profit, moral and other damage caused to the User or third parties as a result of their using the Website, Website content or other materials access to which was obtained using the Website or in relation to the Website functioning, as well as in all other cases specified herein.

7.5.9. Losses of any kind incurred by the User as a result of or in connection with the User's failure to comply with the requirements of the Agreement concerning the security of credentials — login and password, as well as for the relevance of personal data and the lawfulness of their transfer from the User to the Company.

7.5.10. Correspondence of the Services to the User's expectations, goals and requirements.

7.6. Under any circumstances, the Company's liability shall be limited to 6,000 (six thousand) KZT and shall be placed on it if it is guilty.

8. Violation of the Terms and Conditions of the User Agreement

8.1. The company reserves the right, without prior notice to the User, to terminate and/or block access to the website, delete the User's account if the User violates this Agreement or the terms of use of the Website contained in other documents, if there are circumstances indicating that it is used for fraudulent, criminal, terrorist purposes, violates the rights and legitimate interests of third parties, contributes in any other way or may contribute to the violation of the Applicable Legislation, as well as in case of termination of the Website or due to technical malfunction or problem.

8.2. The Company shall not be liable to the User or third parties for terminated access to the Website if the User violates any provision of this Agreement or another document containing the Website use terms and conditions.

9. Personal Data

9.1. Ensuring the confidentiality of personal data and their protection during processing shall be a priority for the Company. The company, in processing personal data, adheres to the Policy regarding the collection, processing, and protection of personal data of data subjects and guarantees the necessary and sufficient legal, organizational, and technical measures to protect personal data from unauthorized or accidental access to them, destruction, alteration, blocking, copying, provision, dissemination, as well as other unlawful actions with regard to personal data.

9.2. If information about the User on the Website is indicated by another person, rather than by the User themselves, the relevant person must have sufficient legal grounds and/or the User's instruction to transfer such information to the Company, as well as the User's consent to the processing of their personal data. Such person shall on their own bear full responsibility to the User for the illegal use of User information.

9.3. Personal data may be provided by the User by filling the relevant data in the forms posted on the Website.

9.4. Responsibility for the correctness and reliability of the User's personal data shall be borne exclusively by the individual representing them. The Company shall not bear any obligations to check the personal data indicated by the User.

10. Dispute Resolution Procedures

10.1. If any disagreements or disputes arise between the Parties to this Agreement, filing a claim shall be a mandatory condition before a court appeal. The claims related to disputes related to this Agreement shall be addressed to the Company.

10.2. In the event that it is impossible to resolve the dispute amicably, either Party has the right to seek protection of their rights granted to them by the current Applicable legislation by resorting to court.

11. Additional Terms and Conditions

11.1. The Company shall not accept counter offers from the User regarding amendments to this User Agreement.

11.2. The Company shall retain the right to amend the current Agreement; consequently, the User shall undertake to track regularly any amendments to the Agreement posted on the Website. The new version of the Agreement shall become valid from the time it is posted on this page, if not otherwise stipulated by the new Agreement version.

11.3. If part of the provisions in this Agreement is deemed invalid, the remaining parts of the Agreement shall remain in force. Waiver by any of the parties of any provision or terms and conditions of this Agreement, or any violation of it shall not annul the validity of the Agreement provisions.

11.4. This Agreement may be amended or supplemented at any time at the Company's discretion without any special notification of the User about this. The new Agreement version, amendments and supplements to it shall become valid from the time they are posted on the Website, if not otherwise stipulated by the new Agreement version, supplements and amendments to it. Regular familiarization with the prevailing Agreement version shall be the obligation of the User. Use of the Website after the new Agreement version, supplements and amendments to it become valid shall designate the User's consent to all such amendments or supplements and the new Agreement version.

11.5. At any time the User shall be entitled to cancel this Agreement unilaterally by filing a request with the Company.

The company is the exclusive owner of the Website's intellectual property rights:

CDEK Central Asia LLP

BIN: 120440014325

Legal address: 404/67 Seyfullina Ave., Almaty, Republic of Kazakhstan, 050004