

SFIT «TAMCHY»

TERMS OF USE

1. General Provisions

1.1. These Terms of Use (the "Terms") set out the procedure for accessing and using the online platform of the Resident Portal (the "Portal") of the Special Financial and Investment Territory "Tamchy" ("SFIT Tamchy" or the "Territory").

1.2. The Portal is administered by SFIT Tamchy, appointed by the SFIT Council in accordance with Law No. 136 of the Kyrgyz Republic on SFIT Tamchy.

1.3. **Acceptance Mechanism.** By ticking the acceptance box and clicking the "I Agree" button during registration, the User confirms full acceptance of these Terms. For unregistered Users, continued use of the Portal after notice of these Terms constitutes acceptance. If you do not agree with any provision, immediately stop using the Portal.

1.4. These Terms constitute a legally binding agreement between the User and SFIT Tamchy. Use of the Portal is also governed by:

- the SFIT Tamchy Data Protection Rules;
- the Cookie Policy;
- the Acceptable Use Policy; and
- other policies published on the Portal,

(collectively, the "Policies"), each of which is incorporated into these Terms by reference.

1.5. The current version of these Terms is published on the Portal and is available to all Users free of charge in English and Russian. SFIT Tamchy reserves the right to amend these Terms in the manner provided in Section 15.

1.6. A summary of the key provisions of these Terms (the "Terms Summary") is published on the Portal for informational purposes. In case of conflict between the Summary and these Terms, the Terms prevail.

2. Definitions

For the purposes of these Terms, the following terms have the meanings set out below:

- **Portal** — the online platform of the SFIT Tamchy Resident Portal, including information resources, interactive tools, software and databases accessible via the Internet.
- **User** — any natural or legal person accessing or using the Portal, whether or not registered.
- **Registered User** — a User who has completed registration and created a personal account on the Portal.
- **Personal Account** — a secure personalized section of the Portal accessible after authentication.
- **Content** — all materials on the Portal: texts, images, documents, data, software, design, logos, trademarks and other intellectual property.
- **User Content** — data, documents, information or materials provided by the User through the Portal.
- **Services** — all features and services of the Portal: registration, application submission, document management, communication and information services.

- **Resident** — a legal entity that has obtained the corresponding status within the Territory.
- **Administration** — SFIT Tamchy, appointed under the SFIT Law, responsible for managing and operating the Portal.
- **Applicable Law** — the law of SFIT Tamchy in the following order: (a) Kyrgyz Republic Law No. 136 and KR normative legal acts of higher legal force; (b) SFIT Acts; (c) English law under the AELR; (d) KR legislation on a subsidiary basis.
- **Data Protection Rules** — the SFIT Tamchy Data Protection Rules, adopted by the Management Company as an SFIT act, governing the collection, processing, storage and protection of personal data within SFIT Tamchy.
- **AML/CFT Rules** — the SFIT Tamchy Rules on combating the legalization (laundering) of proceeds of crime, the financing of terrorism, and compliance with sanctions requirements.
- **Personal Data Breach** — a security breach leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data.
- **ICDR** — the SFIT Tamchy International Centre for Dispute Resolution, established under the SFIT Law.

3. Eligibility and Age Restrictions

3.1. The Portal is available to natural persons aged 18 or over with full legal capacity and to duly authorized representatives of legal entities.

3.2. By accessing the Portal, the User represents and warrants that they meet the requirements of this Section and have authority to enter into these Terms.

3.3. SFIT Tamchy reserves the right to verify the User's compliance with the established requirements, including age verification, and to deny access where requirements are not met.

4. Registration and Personal Account

4.1. Registration

To gain access to enhanced features, the User must complete registration by providing accurate, complete and up-to-date information. During registration, the User confirms acceptance of these Terms by ticking the acceptance box and clicking the "I Agree" button. The Portal records the date, time, IP address and browser identifier for each acceptance. The User warrants the accuracy of the information provided. SFIT Tamchy is not liable for the consequences of providing inaccurate information.

4.2. Account Security

The User is solely responsible for the confidentiality of their credentials (login and password), for all actions taken through their account, and for promptly notifying SFIT Tamchy of any unauthorized access through the Portal Support Service. SFIT Tamchy is not liable for any damage resulting from the User's failure to maintain the security of credentials.

4.3. Suspension and Termination of the Account

SFIT Tamchy reserves the right to suspend or terminate a User's account in case of: breach of the Terms or Policies; provision of inaccurate information; suspicion of fraud or illegal activity; the User's request; or inactivity for 12 months or more. Upon termination, the User's data are retained in accordance with the Data Protection Rules.

5. Portal Services

5.1. The Portal provides: registration and authentication; submission and tracking of resident-status applications; access to regulatory and informational materials; communication with SFIT Tamchy; notifications about application status and regulatory changes; submission and management of documents through the Personal Account.

5.2. SFIT Tamchy reserves the right to modify, expand or terminate any Services. Material changes are communicated to Registered Users through the Portal.

5.3. Certain Services may be provided on additional conditions, for a fee or subject to specific requirements.

6. User Rights and Obligations

6.1. Rights

Access to information and Services; submission of applications; receipt of consultations and technical support; notifications about application status and changes; exercise of data subject rights (access, rectification, erasure, restriction, portability, objection) under the Data Protection Rules; notification of changes to the Terms (Section 15); notification of Personal Data Breaches.

6.2. Obligations

Compliance with the Terms, Policies and Applicable Law; provision of accurate and up-to-date information; timely updating of personal data; safeguarding the confidentiality of credentials; refraining from disrupting the Portal or using it for unlawful purposes.

7. Rights and Obligations of SFIT Tamchy

7.1. Rights

Modification of Content; suspension of the Portal for maintenance or security reasons; restriction or termination of User access; sending of informational and regulatory notices; request of additional documents; conducting checks and monitoring User activity.

7.2. Obligations

Ensuring the availability, functionality and security of the Portal; protection of personal data in accordance with the Rules; responding to general requests within 5 working days, and to data subject rights requests within 30 days (Rule 4.10); providing prior notice of material changes to the Terms; maintaining technical and organizational security measures; notifying Users of Personal Data Breaches in case of high risk.

8. Acceptable Use Policy

8.1. The User must use the Portal only for its intended purpose and in accordance with the Terms and Applicable Law.

8.2. Prohibited actions:

- use of the Portal for unlawful, fraudulent or deceptive purposes;
- uploading or transmitting defamatory, obscene, threatening content, or content that infringes third-party rights;
- impersonating another person or organization;

- introducing viruses, malware or other malicious code;
- using automated systems (bots, scrapers, crawlers) without prior written consent of SFIT Tamchy;
- attempting to probe, scan or test the Portal's vulnerabilities or to circumvent security measures;
- collecting personal data of other Users;
- interfering with the integrity, performance or availability of the Portal.

8.3. SFIT Tamchy reserves the right to investigate breaches and take appropriate measures, including suspending the account, contacting law enforcement and applying legal remedies.

9. Submission and Review of Applications

9.1. Applications are submitted electronically through the Personal Account.

9.2. Applications are reviewed in the manner and within the time limits set by Applicable Law and SFIT internal regulations.

9.3. SFIT Tamchy reserves the right to request additional documents. Failure to provide documents within the established time may result in rejection or suspension of the application.

9.4. The decision is communicated through the Personal Account and/or by the User's contact details.

9.5. Submission of an application does not guarantee its approval. All decisions are made by the competent authority in accordance with Applicable Law.

10. Intellectual Property

10.1. All intellectual property rights in the Portal and the Content belong to SFIT Tamchy or the relevant right holders.

10.2. The User is granted a limited, non-exclusive, non-transferable, revocable license for personal, non-commercial use of the Portal and Content. Copying, reproduction, modification, distribution and commercial use are prohibited.

10.3. By posting User Content, the User warrants that they have the necessary rights and grants SFIT Tamchy a non-exclusive royalty-free license to use such content during the term of the account and for 3 years thereafter, solely for the purposes of operating the Portal.

11. Confidentiality and Data Protection

11.1. The processing of personal data is governed by the SFIT Tamchy Data Protection Rules, which form an integral part of these Terms.

11.2. By using the Portal, the User confirms that they have read the Rules and applicable privacy notices.

11.3. SFIT Tamchy processes personal data in accordance with the Data Protection Rules, the SFIT Law and internationally recognized data protection principles, including the OECD Privacy Guidelines and Convention 108+.

11.4. Cookies: strictly necessary (cannot be disabled), functional, analytical and marketing (where applicable). Optional cookies are disabled by default and require active consent. Detailed information is set out in the Cookie Policy.

11.5. Users may exercise their data subject rights (access, rectification, erasure, portability, objection) under Rules 4.1–4.11 by contacting the Portal Support Service.

12. Security Incidents and Breach Notification

12.1. SFIT Tamchy maintains an incident response plan (Rule 7 of the Data Protection Rules).

12.2. The authorized state body is notified no later than 72 hours after detection of a breach (Rule 7.8).

12.3. In case of high risk, SFIT Tamchy notifies affected Users of: the nature of the breach, likely consequences, measures taken, and recommendations to mitigate harm.

12.4. Notification is not required if the technical measures applied (e.g. encryption) render the data unintelligible (Rule 7.9).

12.5. Suspected incidents should be reported through the Portal Support Service.

13. Disclaimer and Limitation of Liability

13.1. The Portal and all Services are provided on an "as is" and "as available" basis, without any warranties.

13.2. SFIT Tamchy does not guarantee uninterrupted or error-free operation of the Portal, conformity of results with the User's expectations, the correction of defects, or the absence of viruses on the Portal.

13.3. SFIT Tamchy is not liable for: temporary unavailability; direct, indirect, incidental or punitive damages; the actions of third parties; the content of external websites; decisions made by the User on the basis of Portal information; or suspension of an account in connection with AML/CFT compliance.

13.4. The above limitations do not apply to liability for wilful misconduct or gross negligence.

14. Links to Third-Party Resources

The Portal may contain links to third-party websites. Such links are provided for informational purposes only and do not constitute endorsement by SFIT Tamchy. SFIT Tamchy does not control and is not responsible for third-party resources. The User accesses them at their own risk.

15. Changes to these Terms

15.1. SFIT Tamchy reserves the right to amend the Terms at any time.

15.2. Material changes are notified at least 14 working days in advance through the Portal and, where possible, through notifications to Registered Users on the Portal.

15.3. Non-material changes (typo corrections, formatting, clarifications) take effect immediately.

15.4. Continued use of the Portal after the effective date of changes constitutes acceptance. If you do not agree, stop using the Portal and request deletion of your account.

16. Governing Law and Dispute Resolution

16.1. These Terms are an Act of SFIT Tamchy and are governed by applicable law in the following order: (a) Kyrgyz Republic Law No. 136 and other normative legal acts of higher legal force; (b) SFIT Acts; (c) English law under the AELR; (d) KR legislation on a subsidiary basis.

16.2. Disputes are resolved through good-faith negotiations (30 days).

16.3. If no agreement is reached, the dispute may be referred to: (a) the SFIT Tamchy ICDR (procedures based on English law and international arbitration standards; decisions of the Appeals

Committee are final); or (b) the competent courts of the Kyrgyz Republic.

17. Electronic Communications

17.1. By creating an account, the User consents to receiving electronic notifications (service, regulatory and security).

17.2. The User agrees that all agreements, notices, disclosures and other communications provided by SFIT Tamchy electronically satisfy any legal requirement that such communications be in writing.

17.3. The User may at any time opt out of receiving optional (marketing) communications through the Personal Account settings or by contacting SFIT Tamchy.

18. Miscellaneous

18.1. **Entire Agreement.** These Terms together with the Policies constitute the entire agreement and supersede all prior arrangements.

18.2. **Severability.** Any invalid provision shall be modified or excluded; the remaining provisions retain full legal force.

18.3. A waiver of rights is legally valid only if made in writing and signed by SFIT Tamchy.

18.4. Assignment by the User is allowed only with the prior written consent of SFIT Tamchy. SFIT Tamchy may assign its rights to a legal successor.

18.5. Notices: to the User — through the Personal Account on the Portal; to SFIT Tamchy — through the Portal Support Service.

18.6. **Language:** Kyrgyz and other languages. In case of discrepancy between language versions, the Kyrgyz version prevails.

18.7. Sections that survive: 10 (Intellectual Property), 12 (Security Incidents), 13 (Limitation of Liability), 16 (Dispute Resolution).

19. Contacts

For any questions, suggestions or complaints regarding the use of the Portal or these Terms, please contact SFIT Tamchy through the Portal Support Service.

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