



HUMANS LOYALTY PROGRAM

Edited 01 August 2023

The present Humans Loyalty Program is an addendum and an integral part of the Terms of Use of Humans 'Goods and Services Showcase' Service addressed to Humans LLC, address: 2b Makhtumkuli Street, Yashnabad region, Tashkent City, the Republic of Uzbekistan, 100047, Taxpayer Number: 306624856, Phone: 1234 (hereinafter referred to as “**Humans**”), to the indefinite range of persons, and represents an agreement between the Client and Humans following receipt of the Client's approval of this program in a manner described below:

1. TERMS AND DEFINITIONS

- 1.1. **Promo Campaign** shall mean a marketing and/or advertising event held under the Program, which is focused on the development and increase of loyalty of the Participants to Humans and Partners, and during which the Participant is offered to receive Bonuses if they fulfill specific actions (conditions). Humans shall decide to launch the Promo Campaign and its conditions, effective period, and limitations on a unilateral basis and publish this decision on the website and (or) in the Mobile App.
- 1.2. **Bonus** shall mean the crediting of standard conventional units determined by Humans to the Cashback Account of the Participant for the fulfillment of specific actions during the Promo Campaign and in accordance with its terms and conditions.
- 1.3. **Communication Services Agreement with Humans** shall mean an agreement between the Participant and Humans for the provision of communication services. This is concluded upon the approval by the Participant of Humans Communication Services Terms, the text posted on the Website.
- 1.4. **Cashback Account** shall mean the analytical ledger in Humans, which shows the number of Bonuses available to the Participant and the Cashback.
- 1.5. **Cashback** shall mean the crediting of the standard conventional units determined by Humans to the Cashback Account of the Participant for making a Payment (payment of goods, works, services, intellectual property rights sold to the Participant by various legal entities/individual entrepreneurs with the Bank Card).
- 1.6. **Incentives** shall mean a unique offer from Humans for goods and services provided by Humans or Partners including those that are planned to be provided in the future, as well as discounts on Humans or Partners' goods and services which the Participant can receive using the funds on the Cashback Account. Humans shall set the amount of Cashback and (or) Bonuses required for the Incentives and types of Incentives on the website and (or) in the Mobile App.
- 1.7. **Bank Card Linking** shall mean the entering by the Client in the Mobile App of his/her Bank card (Bank cards) details and the confirmation of his/her actions by entering the one-time code messaged to the Client's mobile phone number of any mobile operator in the Republic of Uzbekistan.

1.8. **Program** shall mean this Humans Loyalty Program.

1.9. **Participant of the Program (Participant)** shall mean the Client who linked his/her Bank Card in the Mobile App or the Client who entered the Communication Services Agreement with Humans.

1.10. Other terms in this Program shall be used with the meaning provided in the Terms of Use of Humans 'Goods and Services Showcase' Service.

2. PARTICIPATION IN THE PROGRAM

2.1. Any Client who has accepted the Terms of Use of Humans 'Goods and Services Showcase' Service, and has linked the Bank Card in the Mobile App, or entered into a Communication Services Agreement with Humans, can become the Participant of the Program. Since the Cashback or Bonus is firstly credited in the Mobile App, the information on it becomes available to the Participant.

2.2. The participation in the Program is free of charge.

2.3. The linking of the Bank Card and (or) entering into the Communication Services Agreement with Humans shall be considered as full and unconditional consent of the Participant with the Program.

2.4. When participating in the Program the Participant shall review in the Mobile App and (or) on the Website all the terms and conditions of the Promo Campaign, as well as the procedure of crediting and using the Bonuses and Cashback.

2.5. The participation in the Program shall be terminated in the following cases:

- when the Service terminates in accordance with the Terms of Use of Humans 'Goods and Services Showcase' Service;
- when the Participant is excluded from the Program in accordance with the terms of this Program;
- in case of early termination by Humans of the Program validity period;
- when the Communication Services Agreements with Humans is terminated.

2.6. When the Participant terminates participation in the Program, his Cashback Account is closed, the accumulated Cashback and Bonuses are canceled.

2.7. All actions performed by the Participant in the Mobile App shall be considered the actions of the Participant.

2.8. Cashback and Bonus are Humans' incentive activities to increase the penetration of the Humans Mobile App and Service, and are not subject to personal income tax.

3. PROCEDURE FOR PROVIDING CASHBACK and BONUS

3.1. Humans shall provide Cashback after the Participant makes a Payment, and provide Bonuses after the Participant fulfills the conditions of the Promo Campaign. Humans can set Bonuses for new Members when Linking a Bank Card (Welcome Bonuses), for concluding a Communication Services Agreement, as well as other Bonuses.

3.2. The amount of Cashback depends on the amount of the Payment, the amount of the Bonus depends on the specific conditions of the Promo Campaign. Humans shall unilaterally determine the amount of Cashback and Bonus on the date of Payment, or the date of the action specified in the terms of a particular Promo Campaign.

3.3. Humans shall provide Cashback and Bonuses within one day from the payment date or the fulfillment of the conditions of the Promo Campaign. Information about the accrued Cashback and Bonuses is presented in the Mobile App.

3.4. Cashback is provided to the Participant if the following conditions are met:

- if the Participant did not return the Goods to the Partner or any other action in which the Partner returns money to the Participant. If the Partner for any reason has returned the money to the Participant for the Goods, Cashback shall not be credited, and if it has already been credited, the accrued Cashback shall be canceled. This condition also applies to cases when Humans credits Cashback for its services;

- if the Partner to whom the Participant made the Payment is the Partner as of the date of the Payment;

- if at the time of providing Cashback, the Program or the Participant's participation in the Program has not been terminated;

- if at the time of providing Cashback, the total amount of the Cashback received for making Payments in the current calendar month has not exceeded 250 000 (two hundred fifty thousand). However, Humans may increase this limit based on actions, rules, and other documents.

3.5. The Bonus shall be provided to the Participant if the Participant has performed all actions provided for by the terms of the Promo Campaign. If the conditions of the Promo Campaign provide for the obligation to perform certain actions not only by the Participant but also by other third parties, then all such third parties have performed the necessary actions.

3.6. Humans shall be entitled to unilaterally refuse to provide Cashback and Bonuses if the Participant violates the terms of this Program or the Rules for using the Humans 'Goods and Services Showcase' Service, as well as suspend the provision of Cashback and Bonus until the suspicious actions are checked for their rightfulness.

3.7. Cashback and Bonus shall be provided to the Participant in the currency "Soum" (UZS, Soum, So'm) arbitrarily set by Humans. Bonuses shall not be accrued in cash, electronic money, or other cash equivalents.

4. RULES FOR USING CASHBACK and BONUS

4.1. The Participant may use Cashback and Bonus provided to the Participant only in accordance with the rules of this Program.

4.2. Cashback and Bonus can be used to receive Incentives set by Humans and available by the Participant on the date of their order.

4.3. The list of Incentives that can be purchased for Cashback and Bonus shall be published on the Website and (or) in the Mobile App. Humans can unilaterally change the list and conditions for receiving Incentives.

4.4. For each Incentive, there is a specific amount of Cashback and Bonuses required to receive it. If the amount on the Participant's Cashback account is insufficient to receive the Incentives, the Participant will not receive it.

4.5. If the amount of Cashback and Bonus is sufficient to receive the Incentives, the Participant using the Mobile App can order a specific Incentive. In this case, the Participant's Cashback account balance shall be reduced unless the specific rules for providing Incentives provide otherwise.

4.6. If the Participant, before exercising the right to use the Incentives, refuses to use them on the corresponding interfaces of the Mobile App, the Incentives shall be canceled, and the amount of Cashback and Bonuses for the corresponding Incentives shall be returned to the Participant's Cashback account.

4.7. Humans shall be entitled to prohibit the cancellation of previously requested Incentives.

4.8. The Participant shall be entitled to share his/her Cashback and Bonus with another Participant of the Program. Humans may limit the terms of such transfers, including the minimum and/or maximum amount of Cashback and Bonus that can be transferred to another Participant. The Mobile App may be used for such transfers.

5. RIGHTS, OBLIGATIONS, AND RESPONSIBILITIES OF THE PARTIES

5.1. The parties shall have rights and fulfill the obligations provided for by this Program, including those specified in this section below.

5.2. Obligations of Humans:

5.2.1. Humans shall connect the Participant to the Program if it is technically feasible and if the Participant complies with the Program requirements;

5.2.2. Humans shall provide Cashback and Bonus to Clients on the terms, in the manner and during the period established by the Program, incl. terms of specific Promo Campaigns.

5.3. Rights of Humans:

5.3.1. Humans shall have the right, at its sole discretion, to change, add, delete Promo Campaigns, Incentives, as well as change the terms of Promo Campaigns, Incentives, incl. the timing of their holding, without prior notice to the Client;

5.3.2. Humans shall have the right to suspend the procedure for providing Cashback and Bonuses, as well as the possibility of using Incentives, for the period of investigation for the discretion in the Participant's actions of fraud, and/or violation of this Program or in other cases at the discretion of Humans;

5.3.3. Humans shall have the right to request from the Participant documents and information confirming the Payment and the good faith of the Participant's actions. The Participant must provide the requested documents and information no later than 5 (five) days from the date of receipt of the request;

5.3.4. If, as a result of reviewing documents and analyzing information, Humans decides that the Participant has violated the terms of the Program or that there are signs of an abuse of right and unfair behavior in the actions of the Participant, Humans shall have the right to refuse to provide the Participant with Cashback and Bonus on Payments or Promo Campaigns if violations were found, as well as for Payments and Promo Campaigns made during the period of time when the provision of Cashback and Bonuses was suspended. In addition, Humans have the right in the above cases to refuse to provide Incentives or cancel previously provided Incentives.

5.4. Obligations of the Participant:

5.4.1. The Participant undertakes to read the terms of this Program carefully, the terms of Promo Campaigns, the conditions for making Payments, information about the provided Cashback, Bonuses, and Incentives, about the procedure for using Cashback and Bonuses, and also regularly monitor information about changes in previously published conditions in the Mobile App;

5.4.2. Comply with the requirements of this Program.

5.5. Rights of the Participant:

5.5.1. The Participant shall have the right to receive actual information about the conditions of the Program, changes in it, the procedure for providing Cashback, Bonus and Incentives, and the conditions of Promo Campaigns in the Mobile App, including writing a message to the support chat through a particular section of the Mobile App or on the Website;

5.5.2. The Participant shall have the right to file a claim with Humans in case of violating the Participant's rights. The claim shall be sent via the support chat in the Mobile App within 10 (ten) days from the date when the Participant's rights were violated. If the Client does not submit reasonable claims within 10 (ten) days from the date of Cashback, Bonus, or Incentives, then the Cashback, Bonus or Incentives shall be considered provided in accordance with these Terms, and the Client shall have no claims to Humans.

5.6. Responsibility of Humans:

5.6.1. Responsibility of Humans for violation of the terms of this Program shall be limited to the amount of 500,000 (Five hundred thousand) UZS in relation to one Participant.

5.6.2. Humans shall not be responsible for non-fulfillment or improper fulfillment of obligations under the Service, as well as possible damage resulting from:

- Illegal actions of the Participant or third parties aimed at violating information security or the normal operation of the equipment of Humans, Partners, or third parties used to organize the Program, incl. actions aimed at unreasonable receipt of additional Cashback, Bonuses and (or) Incentives;

- Failures in the operation of the Mobile App caused by errors in the code, computer viruses, and other extraneous code fragments in the software of the Humans equipment;

- Failures in the operation of the equipment and/or software of the Partners, as well as other actions and/or inactions of the Partners, as a result of which Humans could not receive the information necessary for Humans to fulfill obligations in accordance with this Program.

6. VALIDITY OF THE PROGRAM

6.1. This Program comes into force from the date of its publication on the Website.

6.2. The Program shall be valid until December 31, 2023.

6.3. Humans shall have the right to unilaterally change or terminate the Program, as well as the terms of the Promo Campaign and the Incentives, at any time, including ahead of schedule. Humans shall notify Participants on the Website and (or) in the Mobile App about the change or termination of the Program, Incentives, and Promo Campaign.

6.4. The Program, Promo Campaign, and Incentives will expire from the date specified by Humans in the termination notice.

6.5. The Parties shall use the legislation of the Republic of Uzbekistan for all issues not regulated in this Program.