

TERMS OF USE OF HUMANS “GOODS AND SERVICES SHOWCASE”

These terms of use of Humans “Goods and Services Showcase” are a public offer, addressed by LLC “Humans”, address: the Republic of Uzbekistan, 1000047, Tashkent, Yashnabadskiy region, Makhtumkuli street, 2b, main state registration number 749733, TIN 306 624 856, Phone number 1234 (hereinafter referred to as – “Humans”), to indefinite range of persons and becomes an agreement between the Client and Humans from the moment of consent of the Client with this program in a manner described below:

1. TERMS

1.1. Bank Card – a plastic or virtual bank card, issued by a bank, which is a non-cash payment instrument, intended for the Client to perform transactions with the monetary assets held in the bank accounts of the Client, or with the monetary assets, provided to the Client by the bank on credit in accordance with the bank account agreement, or within the established limit in accordance with the terms of a loan agreement between the bank and the Client provided that such card can be used to make the Payment.

1.2. The Client – a physical person, who has installed the Mobile application, registered in it and accepted the Terms of Use by clicking the correspondent button in the Mobile application.

1.3. Mobile application – a software that is a Humans application for mobile operating systems, installed on the user customer device (smartphone, tablet (pad)) of the Client, allowing the Clients to use the Service. The list of Partners, functionality for linking of the bank cards, view of the history of operations and other items are available for the Client in the Mobile application.

1.4. Offer of the Payment organization – the public offer of the Payment organization, available on the website of the Payment organization <https://click.uz/ru/terms>.

1.5. Partner – a legal entity / individual entrepreneur, selling the Products to the Clients.

1.6. Payment organization – a legal entity LLC “CLICK”, address: Tashkent city, Bratislava street, 11, TIN 302134733, license of the payment organization №1 dated 28.03.2020, processing the Payments of the Clients in electronic format and transfers the necessary information to the banks or other payment organizations for performance of the Payment.

1.7. Payment – the performance of the monetary obligation of the Client before the Partner for the purpose of payment for the Goods or transfer of the monetary assets to another physical person.

1.8. Terms of Use – these terms of use of the Humans “Goods and Services Showcase”. The integral part of the Terms of Use is the Humans Personal Data Protection Policy, posted on the Website and in the Mobile application. By accepting these Terms of Use the Client must familiarize himself and accept the Data Protection Policy.

1.9. Website – the Humans website on the internet, located at www.humans.uz.

1.10. Service – the Humans “Goods and Services Showcase”, which allows to perform technological transfer of information to the Payment organization about the Payment to the Partner or other Client, as well as to view the history of operations, save selected Payments, bind and tune the bank cards, contact the Humans support service and to perform other actions, stipulated by the functionality of the Mobile application.

1.11. Goods – goods, work, services, intellectual property rights, exercised by the Partner and paid for by the Client to the Partner through the Service.

1.12. PAN – a 16-digit Bank card number.

1.13. Expiry date – the validity period of the Bank card.

2. TERMS OF USE OF THE SERVICE

2.1. Any physical person who uses the Service only for personal, domestic purposes without the intent to use the Service for commercial activities can accept the terms of these Terms of Use and become a Client of the Service.

2.2. In order to use the Service the Client needs to complete a set of the following actions:

2.2.1. To install the Mobile application on the user customer device (smartphone, tablet (pad) of the Client;

2.2.2. To register with the Mobile application by entrance of the mobile phone number, e-mail address or Facebook account;

2.2.3. To read and accept the conditions of the Terms of Use, including the Personal Data Protection Policy by clicking the correspondent button in the Mobile application;

2.3. The performance of actions, indicated in the item 2.2. of these Terms of Use is considered as full and unconditional acceptance of the Terms of Use and confirms, that the Client:

2.3.1. Familiarized himself with the content of the Terms of Use;

2.3.2. Familiarized himself and accepted the Offer of the Payment organization, including the fees, charged by the Payment organization for the performance of Payments;

2.3.3. Agreed to receive the information and advertising from Humans and/or Partners by means of SMS, e-mail, telephone communications and other forms of newsletters and notifications. The Client may refuse to receive the information (including advertising) through the interfaces, defined by the manufacturer of the user customer device of the Client, in the Mobile application or by contacting the Humans Support Center;

2.3.4. Agreed to provide Humans the information about his geolocation for the proper operation of the Mobile application and display of the information about the Partners, placements of the Goods, and marketing goals. The Client may refuse to provide the information about his geolocation in the settings of his user customer device.

2.4. Use of the Service is free of charge for the Client. When making the Payments the Client pays the fees, determined by the Payment organization in accordance with the Offer of the Payment organization and posted on its website. Humans does not charge any additional fees and commissions. The Client can also receive the information about the commissions in the Mobile application.

2.5. Termination of provision of the Service to the Client occurs in the following cases:

2.5.1. Refusal of the Client from the Service by means of a corresponding notification to Humans by letter or in the Mobile application chat;

2.5.2. Upon request of the Payment organization in cases, specified by the Offer of the Payment organization, these Terms of Use and current statutory provisions of the Republic of Uzbekistan;

2.5.3. In cases specified in items 2.6. and 2.7. of the Terms of Use;

2.5.4. Withdrawal of the Client's consent to his personal data processing whereby Humans loses the ability to provide the Service to the Client.

2.6. Humans is entitled to unilaterally terminate these Terms of Use and provision of the Service by means of notification of the Clients by publication of the information on the website in accordance with the Section 6 of the Terms of Use.

2.7. Humans is entitled to exclude any Client from among the Clients of this Service without prior notice if the Client: does not comply with the Terms of Use; uses the software, hardware or any other methods to change the information in the Service or in the Mobile application or to receive the information on the Clients, Payments, Partners of the Service, then those provided by the user story for using of the Service of Mobile application; discredits business reputation of Humans; distributes unreliable information about Humans; commits fraudulent actions, as well as actions that the Payment organization of banks qualifies as fraudulent or fraud operation; commits unscrupulous actions in relation to the Payment organization or other third parties including if the complaints from any third parties are received against the Client's actions; provides Humans, Partners, other Clients or the Payment organization with misleading or inaccurate information.

2.8. The Service is provided on the territory of the Republic of Uzbekistan.

2.9. By providing this Service Humans does not perform sales activity (materialization) of Goods to the Clients, relations connected to the acquisition of Goods, their delivery etc., are direct between the Partner and the Client. The Service allows the Clients to receive information about the Goods and exchange information between the Partner, the Client and Payment organization.

3. PAYMENT MECHANICS AND RULES FOR BINDING THE BANK CARDS

3.1. The Client may familiarize himself with the list of Partners in the Mobile application.

3.2. Humans does not provide the Client with the payment services. Humans is a technological partner of the Payment organization, providing information exchange between the Client and the Payment organization.

3.3. The Payment is initiated by the Client by sending the consent for performance of the Payment using the Mobile application, which is an additional user interface of the Payment organization. In order to make the Payment, the Client must fully comply with the Service instructions in the Mobile application and insert all necessary information.

3.4. The Payment is made only in native currency of the Republic of Uzbekistan.

3.5. In order to simplify the insertion of the information for making the Payment, the Client may insert all the data of his Bank card to the UZCARD or HUMO in the Mobile application (to bind the Bank card). In order to do so, the Client need to perform the following series of steps:

3.5.1. To enter into the “Binding of the Bank Card” section in the Mobile application;

3.5.2. To insert personal data, indicated on the Bank card (surname and name), as well as the information about the card itself: PAN, expiry date, as well as the telephone number with the country code, to which the Bank card was linked;

3.5.3. To pass the authentication process by means of the special password or other authentication methods, specified by the Payment organization or the issuing bank of the Bank card. After successfully passing the verification of the authenticity of the Bank card, the binding of the bank card is considered completed.

In case the Client has multiple Bank cards, in order to bind them the Client needs to once again perform all series of steps, specified above in respect of each card. When binding several Bank cards, the Client may set the settings for debiting funds in the Mobile application, including the priority of debiting, to determine the main Bank card for the Payments and set other settings, provided by the Mobile application interface. The maximum quantity of the cards, that the Client can bind is ten.

3.6. The Client may receive the information about the completed Payments in the Mobile application by viewing the history of operations, as well as by contacting the chat support in the Mobile application.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Rights and obligations of the Client:

4.1.1. The Client is obliged to carefully familiarize himself with the conditions of acquisition of Goods and return of Goods (in case when it is applicable to specific types of Goods) before their acquisition from the Partners;

4.1.2. The Client is obliged not to transfer the data of his Bank card, as well as the user customer device to third parties for usage of the Service, to protect his user customer device, as well as the Mobile application from unauthorized usage by third parties, including by setting passwords for their use, installation of technical authentication tools (touch ID, face ID and other security features, supported by the manufacturer of the user customer devices), storage of passwords in the closed and inaccessible to the third parties place, regular change of the passwords, ensuring the protection of the user customer devices from malicious software, usage of only licensed software and performing other protections measures in order to prevent the unauthorized Payments and access to the Mobile application;

4.1.3. The Client is obliged to independently follow the changes to these Terms of Use, as well as to the Offer of the Payment organization and to check their applicability on a weekly basis;

4.1.4. In case of non-performance of the Payment by the Client except when it is connected with the violation of these Terms of Use or the Offer of the Payment organization or non-performance of the actions specified by the Mobile application software for performance of the Payment, the Client is entitled to apply to Humans in accordance with the procedure provided for in items 5.4, and if the issue has not been resolved, demand compensation from the Payment organization in the amount, specified in the Offer of the Payment organization;

4.1.5. To provide documents and information confirming the performance of the Payment by the Client, confirming the fulfillment of these Terms of Use, as well as explaining of the actions of the Client when using the Service within 5 (five) calendar days from the date of receipt of the request from Humans;

4.1.6. The Client is entitled to participate in the Humans Loyalty program on the terms determined by Humans in the appendix to these Terms of Use and subject to fulfillment of the specified requirements.

4.2. Rights and obligations of Humans:

4.2.1. Humans is obliged to connect the Client to the Service granting that the Client has a user customer device with technical characteristics, allowing the installation and proper usage of the Mobile application, as well as technical capabilities and compliance with the requirements of the Service;

4.2.2. Humans is obliged to advise the Clients on the matters related to the usage of the Service, as well as to accept complaints of the Clients by means of the chat support of the Mobile application;

4.2.3. Humans is obliged to protect the confidentiality of information, received from the Clients, Partners or the Payment organization when using of the Service, including to ensure protection from unauthorized access of the third parties. Humans is not entitled to disclose the received information to any third parties, except to the employees, consultants and contractors, who need this information in order to fulfill their obligations, as well as in cases specified by these Terms of Use;

4.2.4. Humans is entitled to request from the Client the documents and information, specified in the item 4.1.5. of these Terms of Use. Upon receipt of the complaints about the actions of the Clients from the third parties, requests from the Payment organization or banks, participating in the performance of the Payment, as well as upon detection of the Client's actions specified in the item 2.7. of the Terms of Use, Humans is entitled to suspend the usage of the Service by the Client for a period until the legitimacy and good faith of the Client is confirmed;

4.2.5. Humans is entitled to use the information, received from the Client for the purpose of provision of the Service to the Client, for marketing and advertising purposes of Humans and/or Partners, for summarizing and analyzing of the data of the Service Clients behavior and for other purposes, specified in the Personal Data Protection Policy.

5. RESPONSIBILITIES OF THE PARTIES AND DISPUTE RESOLUTION PROCEDURE

5.1. For all issues not regulated by these Terms of Use, the Parties are guided by the legislation of the Republic of Uzbekistan.

5.2. Humans will not be liable for non-performance or improper performance of the obligations within the frames of the Service, as well as for possible damage resulting from:

5.2.1. Illegal actions of the Client or third parties, aimed at violation of information security or normal functioning of the equipment of Humans, Partners or third parties, used to organize the Service;

5.2.2. Malfunctioning of the Mobile application, caused by errors in the code, computer viruses and other extraneous fragments of the code in the Humans equipment software, used to organize the Service;

5.2.3. Malfunctioning of the equipment and/or software of the Payment organization or the Partners, as well as other actions and/or inactions of the Payment organization of the Partners, as a result of which Humans did not receive the information, necessary for the performance of its obligations;

5.2.4. Actions of the third parties, including the Payment organization.

5.3. Humans of the Payment organization will not be liable for the quality and the sales terms of the Goods by the Partners. All complaints, related to the Goods and terms of its acquisition, needs to be directed to the corresponding Partners.

5.4. All complaints arising from the use of the Service should be sent by the Clients by means of the chat in the Mobile application. The Clients may also submit a written complaint to Humans. The complaint is considered within 30 (thirty) days from the moment of its receipt by Humans. In case when the issue of the complaint is beyond the scope of services provided by Humans and for its consideration it will be necessary to obtain information from the Payment organization, Humans may transfer such complaint to the Payment organization with the obligatory notification of the Client on the matter. The consideration of the complaint in the Payment organization is performed in a manner, specified in the Offer of the Payment organization.

5.5. All disputes are resolved through negotiations, in case the impossibility to resolve, the dispute is referred to the court in accordance with the requirements of the legislation of the Republic of Uzbekistan.

6. SERVICE ACTION

6.1. The Service action for the Client ceases from the moment of termination of the provision of the Service in accordance with the item 2.6. of the Terms of Use or from the moment of termination of the provision of Service by Humans. Humans notifies on termination of the Service on the Website. The Service is considered terminated from the date, specified in the corresponding notification on the Website.

6.2. These Terms of Use become effective on the date of their publication on the Website.

Humans is entitled to unilaterally amend these Terms of Use. The Terms of Use are considered amended from the moment, specified in the corresponding notification by Humans on the Website. In case the Client continues to use the Service after the changes take effect, such changes are considered to be accepted by the Client.