

TERMS AND CONDITIONS OF SERVICE

Please note that these Terms and Conditions of Service were last revised on July 30th, 2025.

1. GENERAL

The Telegram Mini App «Aleem» (the "App"), our website located at

aleem.io (the "Website"), and related services (together with the App and Website, the "Service") are operated by Individual Entrepreneur "АЛТАЙ" (IIN: 060927500459), with its legal address at Republic of Kazakhstan, Shymkent, Samal-3 microdistrict, building 6465 (hereinafter – "Aleem," "us," or "we"). Access and use of the Service is subject to the following Terms and Conditions of Service ("Terms and Conditions" or "Agreement"). By accessing or using any part of the Service, you represent that you have read, understood, and agree to be bound by these Terms and Conditions, including any future modifications. Aleem may amend, update, or change these Terms and Conditions. If we do this, we will post a notice that we have made changes to these Terms and Conditions on the Website and/or in the App and will indicate at the bottom of the Terms and Conditions the date these terms were last revised. Any revisions to these Terms and Conditions will become effective upon their publication on the Website and/or in the App, unless a different effective date is specified in the new version. If you do not agree to abide by these Terms and Conditions, you are not authorized to use, access, or participate in the Service.

PLEASE NOTE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS REGARDING THE GOVERNING LAW AND DISPUTE RESOLUTION, WHICH MAY REQUIRE DISPUTES TO BE RESOLVED IN ACCORDANCE WITH THE LAWS OF THE REPUBLIC OF KAZAKHSTAN AND IN THE COURTS LOCATED IN SHYMKENT, REPUBLIC OF KAZAKHSTAN. VIEW THESE TERMS IN SECTIONS 14 AND 17 HEREIN.

2. DESCRIPTION OF SERVICE

The Service allows users to access and use a variety of educational services, primarily for foreign language learning using Artificial Intelligence (AI) technologies. This includes, but is not limited to, onboarding and AI personalization, generation of lessons (including based on User Content), interactive exercises, speaking and writing practice with AI analysis, a library of learned language units, learning statistics, and customization of "AI Memory"⁷. Aleem may, in its sole discretion and at any time, update, change, suspend, make improvements to, or discontinue any aspect of the Service, temporarily or permanently.

3. ACCEPTANCE OF TERMS (ACCEPTANCE OF OFFER)

Your full and unconditional acceptance of these Terms and Conditions (the "Offer") occurs

through one of the following actions:

- Registering an Account in the App;
- Beginning to use any functions of the App;
- Paying for a Subscription in accordance with the terms of this Agreement.

4. REGISTRATION AND ACCOUNT SECURITY

To use the App, you need an active account in the Telegram messenger. You are solely responsible for maintaining the confidentiality of your Telegram account information and for all activities that occur under your account within the App. You agree (i) to provide accurate, current, and complete information about yourself as requested by Aleem; (ii) to maintain and promptly update any registration information you provide to Aleem to keep such information accurate, current, and complete; and (iii) to be fully responsible for all use of your account and for any actions that take place through your account.

5. AGE RESTRICTIONS

By using the App, you confirm that you have reached the age at which you are legally entitled to enter into binding agreements in accordance with the laws of your country of residence (e.g., 18 years of age or other age of majority).

If you have not reached the specified age, you may use the App only with the consent and supervision of a parent or legal guardian. In such a case, parents or guardians assume all obligations under this Agreement on behalf of the minor user.

Aleem may use technical means to verify age (e.g., an age gate) and request confirmation of parental/guardian consent. In accordance with child data protection laws (e.g., COPPA in the USA, GDPR in the EU), Aleem does not knowingly collect Personal Data from children under 13 years of age (or other age specified by applicable law, such as up to 16 years under GDPR if an EU member state has not set a lower threshold) without verified parental consent. If Aleem becomes aware of the collection of such data without proper consent, it will take steps to delete it.

6. SUBSCRIPTIONS AND PAYMENT

6.1. Subscription Services:

Part of the Service may be provided on a paid basis in the form of a Subscription. Information on available Plans, costs, terms of validity, and content of Subscriptions is published on Aleem's Website and/or within the App interface.

6.2. Pricing:

Current Plans (subject to change, up-to-date information is on the Website):

- Monthly Subscription: \$20 (twenty US dollars) per month.
- Annual Subscription: \$240 (two hundred forty US dollars) per year.
- Special Offer (Promotion): Annual Subscription at a reduced price of \$20 (twenty US dollars) for the first year of use²⁷. The terms of this promotion (duration, renewal conditions after the promotional period) are specified on the Website.

6.3. Payment Processing:

Subscription payments are made by you through the GetCourse Pay payment system or any other payment system specified by Aleem. When making a payment, you may be redirected to the payment system's website and will need to agree to its terms. All calculations are made in US dollars or in another currency specified on the Website/in the App, at the exchange rate determined by the payment system at the time of payment.

6.4. Subscription Activation:

A Subscription is considered activated from the moment of payment and provision of access to paid Services to you.

6.5. Automatic Renewal:

If provided for by the terms of the selected Plan (information about this will be provided during Subscription activation), your Subscription may automatically renew for a similar period upon the expiry of the current paid period at the standard cost applicable at the time of renewal, unless you cancel auto-renewal before the end of the current Subscription period. You will be notified of the upcoming auto-renewal and its terms. In case of inability to charge funds for Subscription renewal (e.g., due to insufficient funds on the card or its invalidity), access to paid Services may be suspended until successful payment.

6.6. Service Rendered:

The service of providing access to paid Services is considered fully rendered by Aleem from the moment such access is provided for the paid period.

6.7. In-App Purchases (for App Store and Google Play users): If you purchase an auto-renewing periodic subscription through the App, your account will be billed continuously for the subscription until you terminate it. After your initial subscription period, and again after

any subsequent subscription period, your subscription will automatically renew for an additional equivalent period. If you do not wish your subscription to renew automatically, or if you want to change or terminate your subscription, you will need to manage your subscription through your App Store or Google Play account settings. Payments and refunds for purchases made through Apple or Google app stores are handled by Apple or Google, respectively, and Aleem cannot issue refunds for those purchases.

7. REFUND POLICY

Given that the App is a digital product and the service of providing access to Subscription Services is considered rendered upon provision of such access, refunds for paid Subscriptions are generally not provided. You receive access to digital content, which is non-revocable.

Refunds are possible only if, due to a proven direct fault of Aleem, a significant technical malfunction occurred that made it impossible to use the main functions of the paid Subscription for a significant period of time, and such malfunction was not rectified by Aleem within a reasonable time after receiving notification from you. The decision to refund funds is made by Aleem on a case-by-case basis after reviewing your request.

Promotional Subscription prices are special offers, and refund conditions for such Subscriptions may be limited or non-existent, as additionally communicated.

8. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to Aleem that your access and use of the Service will be in accordance with these Terms and Conditions and with all applicable laws, rules, and regulations of the Republic of Kazakhstan and any other relevant jurisdiction, including those regarding online conduct or acceptable content, and those regarding the transmission of data or information exported from the Republic of Kazakhstan and/or the jurisdiction in which you reside. You further represent and warrant that you have created or own any material you submit via the Service (including User Content) and that you have the right, as applicable, to grant us a license to use that material as set forth herein⁴⁴. You will ensure that your use of User Content does not infringe upon the rights of third parties or applicable law.

9. USER CONTENT AND THIRD-PARTY CONTENT

9.1. Submission of User Content:

The App allows you to upload or provide links to your own User Content (URLs, text files, etc.)

to create personalized Lessons.

9.2. License from User:

By uploading or providing User Content, you grant Aleem a non-exclusive, worldwide, royalty-free, transferable license (with the right to sublicense to third parties, such as AI technology providers, if necessary for the App's functioning) to use, reproduce, distribute, create derivative works from, display, and perform such User Content solely for the purpose of providing the App's Services to you (e.g., for lesson generation, text analysis, extraction of words and phrases)⁴⁷. This license remains valid as long as the User Content is stored in the App.

9.3. User Responsibility for Content:

You represent and warrant that you are the owner of all User Content you upload or provide, or have all necessary rights, licenses, consents, and permissions for its use and for granting the aforementioned license to Aleem⁴⁹. User Content must not violate intellectual property rights, privacy rights, or any other third-party rights, nor should it contain unlawful, harmful, defamatory, or otherwise undesirable materials⁵⁰.

9.4. Prohibited Content:

You are prohibited from uploading or distributing User Content that is:

- Unlawful, harmful, threatening, defamatory, obscene, hate-inciting, or discriminatory on any grounds;
- Infringes on third-party intellectual property rights;
- Contains viruses, Trojans, or other malicious software;
- Is spam or unauthorized advertising;
- Violates applicable law.

9.5. Third-Party Content:

The App may display content from third-party sources (e.g., websites, YouTube videos) via embedded view. Such content belongs to the respective third parties and may be protected by copyright. Aleem is not responsible for the availability, accuracy, legality, or content of such third-party content. Displaying such content does not imply endorsement or recommendation by Aleem.

9.6. Copyright Infringement Notifications (DMCA/Similar Procedure):

Aleem respects the intellectual property rights of others. If you or a third party believe that your copyrights have been infringed by User Content or other content in the App, you should send a notification to Aleem containing:

- A description of the copyrighted work that you claim has been infringed.
- An indication of the location of the infringing material within the App.
- Your contact information (name, address, phone, email).
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and that you are authorized to act on behalf of the copyright owner (under penalty of perjury, if applicable).
- A physical or electronic signature of the authorized person.

Notifications should be sent to the contact details specified in Section 17. Aleem reserves the right to remove or disable access to materials allegedly infringing copyright and to terminate the accounts of repeat infringers.

10. INTELLECTUAL PROPERTY

10.1. Ownership:

All rights to the App as a software product, including its design, interface, source and object code, AI models (developed or adapted by Aleem), Educational Content created by Aleem (excluding User Content and third-party content), trademarks, logos, and other intellectual property objects (hereinafter – "Aleem's Intellectual Property"), belong to Aleem or its licensors.

10.2. Limited License:

This Agreement does not grant you any rights to Aleem's Intellectual Property, except for a limited right to use the App and Services in accordance with the terms of this Agreement (a simple non-exclusive license) for the duration of the Agreement or paid Subscription.

10.3. Prohibitions:

You are prohibited from copying, modifying, distributing, selling, leasing, or otherwise alienating any part of Aleem's Intellectual Property without Aleem's prior written consent.

10.4. Violations:

Any violation of copyright and other intellectual property rights entails liability in accordance with the legislation of the Republic of Kazakhstan and international agreements.

11. PERSONAL DATA AND PRIVACY

11.1. Data Processing:

Aleem undertakes to process your Personal Data in accordance with applicable data protection legislation (including, where applicable, GDPR for EU users, COPPA for US users, and the legislation of the Republic of Kazakhstan) and Aleem's Privacy Policy.

11.2. Privacy Policy:

The procedures for collecting, using, storing, disclosing, and protecting your Personal Data are described in detail in the Privacy Policy, which is an integral part of this Agreement⁷⁶. You are obliged to familiarize yourself with the Privacy Policy. A link to the Privacy Policy is provided in the App and/or on the Website.

11.3. Purposes of Processing Personal Data:

- Providing access to the App and Services, including personalized learning based on AI.
- Processing payments for Subscriptions.
- Technical support and communication with you.
- Improving the quality of the App and Services, usage analysis.
- Ensuring security and preventing fraud.
- Marketing communications: With your separate explicit consent, Personal Data may be used for sending marketing materials about Aleem's or its partners' products and services. You may refuse to receive such materials at any time.

11.4. Data Collection and AI Interaction:

You understand that to provide personalized AI Services, the App collects and processes information you provide (including User Content, answers to questions, interactions with the App). Aleem takes measures to ensure the confidentiality of such information.

11.5. Confidentiality of User Content:

Aleem undertakes not to use User Content uploaded for creating Lessons (e.g., personal documents, texts) for any purposes other than generating the corresponding Lesson for that user and improving general AI models on an anonymized and aggregated basis, if provided for

by the Privacy Policy and you have given consent for this. Aleem will not transfer such Content to third parties, except in cases provided by law or necessary for the operation of the Service (e.g., when using third-party AI subprocessors, of which you will be notified in the Privacy Policy).

11.6. Your Rights Regarding Personal Data:

In accordance with applicable law, you may have the right to access, correct, delete your Personal Data, restrict processing, object to processing (including profiling), and the right to data portability. The procedure for exercising these rights is described in the Privacy Policy.

11.7. Data Minimization:

Aleem strives to collect only the Personal Data necessary to achieve the stated processing purposes.

11.8. Subprocessors:

Aleem may engage third parties (subprocessors) to provide part of the Services (e.g., for payment processing, data hosting, providing basic AI technologies). A list of key subprocessors and the purposes of their involvement are indicated in the Privacy Policy. Aleem is responsible for the actions of subprocessors regarding your Personal Data.

11.9. Cross-Border Data Transfer:

Given the international nature of the App's audience (including the EU and USA), your Personal Data may be transferred and processed in countries outside your country of residence, including the Republic of Kazakhstan. Aleem ensures an adequate level of data protection in accordance with the requirements of applicable law.

12. DISCLAIMER OF WARRANTIES

THE SERVICE, INCLUDING ALL IMAGES, AUDIO FILES, AND OTHER CONTENT THEREIN, AND ANY OTHER INFORMATION, PROPERTY, AND RIGHTS GRANTED OR PROVIDED TO YOU BY ALEEM ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALEEM AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, EITHER EXPRESS OR IMPLIED, AND ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALEEM DOES NOT MAKE ANY REPRESENTATION OR

WARRANTY OF ANY KIND RELATING TO ACCURACY, SERVICE AVAILABILITY, COMPLETENESS, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, OR NON-INFRINGEMENT. ACCESS AND USE OF THE SERVICE MAY BE UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SYSTEM UPGRADES, MALFUNCTIONS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ALEEM BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER THEORY) FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF DATA, INABILITY TO USE, ARISING OUT OF OR RELATING TO THE ACCESS OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE SERVICE OR ANY PORTION THEREOF. THIS INCLUDES DAMAGES STEMMING FROM INACCURATE RESULTS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SERVICES, OR CLAIMS BY THIRD PARTIES FOR ANY DAMAGE TO COMPUTERS, SOFTWARE, MODEMS, TELEPHONES, OR OTHER PROPERTY, EVEN IF ALEEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALEEM'S TOTAL AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO ALEEM FOR THE SUBSCRIPTION IN THE 12 (TWELVE) MONTHS PRIOR TO THE INITIAL ACTION GIVING RISE TO LIABILITY, OR, IF YOU ARE A FREE USER, THE SUM OF 1 (ONE) US DOLLAR. THIS IS AN AGGREGATE LIMIT. THE EXISTENCE OF MORE THAN ONE CLAIM HEREUNDER WILL NOT INCREASE THIS LIMIT.

You understand and agree that we have set our prices and entered into these Terms and Conditions with you in reliance upon the limitations of liability set forth in these Terms and Conditions, which allocate risk between us and form the basis of a bargain between the parties. Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability, so the above limitations may not apply to you in full.

14. TERM, MODIFICATION AND TERMINATION

14.1. Term:

This Agreement comes into effect for you upon your Acceptance of the Offer and remains in

force:

- For Paid Subscribers: for the entire duration of the paid Subscription.
- For Free Users: as long as you use the App, or until the termination of the Agreement by Aleem.

14.2. Modification of Agreement:

Aleem has the right to unilaterally make changes and additions to this Agreement at any time. The new version of the Agreement comes into effect from the moment of its publication on the Website and/or in the App, unless another term is specified in the new version itself. You are obligated to independently monitor changes to the Agreement. Continued use of the App after changes have been made signifies your consent to the new version of the Agreement. If you do not agree with the changes, you must cease using the App.

14.3. Termination by User:

You have the right to stop using the App at any time. A Paid Subscriber may cancel their Subscription in accordance with the terms specified in the App or on the Website. Cancellation of a Subscription usually takes effect at the end of the current paid period; refunds for the remaining part of the paid period are not provided, unless otherwise stipulated by this Agreement or applicable law.

14.4. Termination or Suspension by Aleem:

Aleem has the right to suspend or terminate your access to the App (in whole or in part) and terminate this Agreement unilaterally in the event of:

- Your violation of the terms of this Agreement or the Privacy Policy.
- Your violation of applicable law or the rights of third parties.
- Your provision of inaccurate information.
- For technical reasons or in connection with the cessation of the App's operation (with prior notification to users, if possible).

In case of termination of the Agreement due to your fault, any amounts paid by you for a Subscription are not refundable.

15. NOTICES AND COMMUNICATION

15.1. Formal Notices:

Any notices, requests, or other correspondence (other than support inquiries) should be sent to Aleem at the details specified in Section 17 of this Agreement.

15.2. Support:

You can contact Aleem's support service for questions related to the App's operation via:

- Telegram:
https://t.me/getenglish_client
- Email:
getenglish2023@gmail.com

15.3. Notices from Aleem:

Aleem may send you service notifications (about App operation, changes to the Agreement, Subscription status, etc.) through the App interface, Telegram messages, push notifications, or to the email address if provided by you.

15.4. Marketing Communications:

Aleem may send you marketing notifications about new products, services, promotions of Aleem or its partners only with your prior explicit consent. You have the right to refuse to receive such notifications at any time by following the instructions in the notifications themselves or through the App/Profile settings.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. Governing Law:

This Agreement is governed by and constructed in accordance with the laws of the Republic of Kazakhstan.

16.2. Dispute Resolution:

All disputes and disagreements that may arise from or in connection with this Agreement, the Parties will endeavor to resolve through pre-trial negotiations. The response period for a claim is 30 (thirty) calendar days from the date of its receipt.

16.3. Choice of Forum:

In case of impossibility to resolve disputes through negotiations, they shall be submitted for consideration to the court at Aleem's place of registration (Republic of Kazakhstan, Shymkent) in accordance with the current legislation of the Republic of Kazakhstan.

17. ACCESSIBILITY

Aleem strives to ensure the accessibility of the App for a wide range of users, including individuals with disabilities, and takes into account recommendations for ensuring the accessibility of digital content (e.g., WCAG - Web Content Accessibility Guidelines). However, due to the technical features of the Telegram Mini Apps platform and the technologies used, full accessibility of all functions cannot always be guaranteed. Aleem will make reasonable efforts to improve the accessibility of the App.

18. MISCELLANEOUS

18.1. Entire Agreement:

This Agreement, concluded by way of Acceptance of the Offer, is a legally binding agreement between you and Aleem and is equivalent to a written agreement.

18.2. Severability:

If any provision of this Agreement is found to be invalid or unenforceable by a court or competent authority, such provision will be deemed modified or removed to the extent necessary to ensure its validity and enforceability, and the remaining provisions of the Agreement will remain in full force.

18.3. Unregulated Matters:

Matters not regulated by this Agreement shall be resolved in accordance with the current legislation of the Republic of Kazakhstan.

18.4. User Responsibility for Review:

Aleem is not responsible for consequences arising from your failure to familiarize yourself or untimely familiarization with the updated version of this Agreement.

18.5. Superseding Agreements:

All previous agreements and arrangements between the Parties regarding the subject matter

of this Agreement lose force from the moment of Acceptance of this Offer.

19. ALEEM'S DETAILS

ИП "АЛТАЙ" (Individual Entrepreneur "ALTAY")

BIN (IIN): 060927500459

Legal Address: Republic of Kazakhstan, Shymkent, Samal-3 microdistrict, building 6465

Bank: JSC "Kaspi Bank"

KBe: 19

BIC: CASPKZKA

Account Number: KZ23722S000042242637

Email:

getenglish2023@gmail.com

Telegram messenger for support:

https://t.me/getenglish_client

Website:

aleem.io