

СЕРТИФИКАЦИОННАЯ ПРОГРАММА  
QAZAQ GREEN CERTIFICATE



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PROGRAMM

QAZAQ GREEN

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## **Terms of Use of IS "Qazaq Green Certificate Registry"**

Astana 2023



## AGREEMENT

### **on the use of the web portal of IS "Qazaq Green Certificate Registry" by the User**

#### 1. General provisions

1.1 Web portal IS "Qazaq Green Certificate Registry" through access via the Internet at [www.qgc.kz](http://www.qgc.kz) (hereinafter - the Registry) - a private information system that provides a registry of carbon units designed for the issuance, circulation and withdrawal of voluntary carbon units under the standard Qazaq Green Certificate Program.

1.2 The owner of the Register (hereinafter referred to as the Owner) is the Association of RES "QazaqGreen".

1.3 User - any natural person who has registered in the Registry and uses the Registry.

1.4 The Registry Administrator (hereinafter referred to as the Administrator) is the Association of RES "Qazaq Green", or another legal entity authorized by the Association to implement a unified technical, informational and other policy for the proper functioning of the Registry, including the placement and exchange of information in the Registry.

1.5 The Owner, using the Registry, provides an electronic platform to register project activities carried out in accordance with the applicable protocols and standards of the relevant Qazaq Green Certificate Program, as well as to register the issuance, transfer, redemption and cancellation of carbon units in the QGC Registry.

1.6 The Registry lists Projects and issues Carbon Reduction Units in accordance with the approved Qazaq Green Certificate Program standard and the requirements of each of the other standards that the Owner administers. Accordingly, if applicable to the User, prior to listing a Project in the Registry or issuing Carbon Reduction Units, the User shall provide the relevant documentation to the Owner for its approval in accordance with procedures established by the Owner

1.7 All operational procedures and rules of use of the Registry are prescribed in the relevant document and approved by the Registry Owner

#### 2. Subject of the Agreement

2.1 This User Agreement (hereinafter referred to as the Agreement) is concluded between the Owner, the User and the Administrator to regulate the relationship on the use and provision of electronic services in the Registry.

2.2 This Agreement may be changed by the Owner and/or the Administrator by agreement with the Owner unilaterally without the User's consent. In this case, the Owner and/or the Administrator shall notify the User of the amendments and/or additions made to the Agreement by publishing a corresponding notice on the Registry page.

2.3 If the User does not agree to this Agreement, the User may not access or otherwise use the Registry.

#### 3. Rights and obligations of the User

3.1 The User shall have the right to:

3.1.1. receive consulting and practical assistance from the Administrator in the field of using the Registry;

3.1.2. receive necessary regulatory documentation and information from the Registry Owner.

3.2 The User undertakes to:

3.2.1. provide the Owner and Administrator with accurate and complete information on the items offered on the enrollment form;



3.2.2. not to impersonate another natural person;

3.2.3. keep your password secret;

3.2.4. not to intentionally or accidentally violate any applicable state or international laws, as well as the terms and requirements of the Qazaq Green Certificate standard;

3.2.5. not to place in the Registry:

1) information that the User is not authorized to make public by law or under any contractual relationship;

2) information that violates applicable laws, honor and dignity, rights and legally protected interests of third parties;

3) information that infringes copyright and/or related proprietary rights;

4) information with offensive content, as well as information promoting discrimination of people on any grounds, violence, hatred;

5) information and/or links to material containing viruses or other malicious software.

3.3 The User may not conduct any of the following business activities in connection with its use of the Registry without prior written notice to the Owner:

(a) the acquisition, storage, transfer, retirement or cancellation of Voluntary Carbon Units on behalf of third parties;

(b) or acting as Agent on behalf of a Principal that owns or intends to own carbon units.

3.4 In case the User carries out the business activities specified in clause 3.3, the User represents and warrants that

(a) in carrying on such activities, it possesses all necessary authorizations required to carry on such activities in each of the jurisdictions in which it carries on such activities;

(b) and, if applicable, that a terrorist financing and anti-corruption law check has been performed on each of the customers on whose behalf the company operates;

(c) and if acting as Agent, has full, valid and current authority to represent and act on behalf of the Principal (who shall be fully liable for the acts and omissions of the Agent) and that such authority has not been revoked.

3.5 If the User carries out any of the activities set out in clause 1.5, the User shall provide such evidence as the Owner shall require to confirm its authorization to carry out each such activity.

The User shall promptly notify the Owner of any change or revocation of any authority or authorization required to perform the relevant activity.

#### 4. Rights and Obligations of the Owner

4.1 The Owner shall have the right to:

4.1.1. request and receive necessary information from the User in accordance with the procedure defined by the legislation of the Republic of Kazakhstan and Qazaq Green Certificate standard;

4.1.2. verify the accuracy of the reporting data, materials and information submitted by the User in the Project Registry.

4.2 The Owner agrees to:

4.2.1. determine the procedure for providing electronic services to the Registry users (project initiators, account holders) and other interested parties;

4.2.2. provide methodological guidance on the standard.

#### 5. Rights and duties of the Administrator

5.1 The Administrator shall have the right to:

5.1.1. in case the User violates the terms of this Agreement, refuse to register the User, delete or block the User's account.

5.2 The Administrator agrees to:



5.2.1. ensure the functioning and technical support of the Registry;

5.2.2. provide consulting and practical assistance to the User on the use of the Registry

## 6. Entry into force of the Agreement

6.1 The Agreement enters into force after the User is registered in the Registry.

6.2 Registration is performed by filling out the user registration form, expressing the User's consent to all terms and conditions of this Agreement, and sending the registration form data to the RES Association "Qazaq Green".

## 7. Responsibility

7.1 When posting any information, data and materials in the Registry, the User shall be personally liable for the content of the posted materials, information and data, the legality of their posting and use in accordance with the laws of the Republic of Kazakhstan.

7.2 The User is personally responsible for the safe storage of his/her password and for the consequences that may occur if it is compromised.

7.3 The User is personally responsible for timely placement in the Registry of materials, information, data, reports subject to mandatory placement in the Registry.

7.4 The Owner, the Administrator shall not be liable for unlawful actions of the User on the use of information, data and materials placed in the Registry, for violation of copyright and any other rights of third parties by the User.

7.5 The Administrator shall not be liable for technical temporary failures and interruptions in the operation of the Registry, which occurred due to reasons beyond the control of the Administrator, the Owner or in case of scheduled or unscheduled maintenance activities of the Registry.

7.6 The Owner and the Administrator are not responsible for temporary failures and interruptions in communication lines, other similar failures, as well as for malfunctions of the computer from which the User accesses the Internet.

7.7 The Owner and the Administrator shall not be liable to the User for the actions of other Users and any other users of the Registry.

7.8 The Owner and the Administrator shall not be liable for any direct, indirect damage, including loss of profit, loss of use, loss of data or any other intangible loss, damage to reputation and other damage arising from:

7.8.1. use or inability to use the Registry;

7.8.2. changes in the terms and conditions of the Agreement;

7.8.3. unauthorized access to the User's data or alteration of the data transmitted by the User or stored on the server;

7.8.4. any other case related to the services provided in the Registry.

## 8. Other conditions

8.1 The User does not object to receipt and publication by the Owner of additional information about himself contained in state and/or non-state information systems (databases) and (or) constituting banking, commercial, official and/or tax secrets.

8.2 All claims, inquiries, questions, and any other correspondence regarding the operation of the Registry should be sent to the e-mail address of the Owner and/or Administrator

8.3 The relations of the User, the Owner and the Administrator under this Agreement shall be governed by the laws of the Republic of Kazakhstan.

8.4 Inaction on the part of the Owner and/or Administrator in case of violation of the provisions of the Agreement by the User or other users does not deprive them of the right to take appropriate actions in defense of their interests later.

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8.5 In the event of claims from third parties related to the placement and/or use of materials, the User shall settle such claims independently and at its own expense.

8.6 This Agreement shall enter into force on the date on which the User sends an application to open an account with the Registry.