

Terms and Conditions

This Agreement regulates relations between the User on one hand and **Smart Brain Corp** - the rights holder (hereinafter referred to as the "Administrator") of the internet resource <https://free.uz> (hereinafter referred to as "Site"), on the other hand, for granting the User the right to access the Website's personalized services.

This Agreement is the Administrator's offer to access the functional capabilities of the Site's services and is valid from the moment it is published on the website at the address <https://free.uz/assets/docs/uz/agreement.pdf>.

Acceptance of the offer under the terms of this Agreement occurs through the User's expression of consent to its terms during registration on the Site.

TERMS AND DEFINITIONS

User - a person who has voluntarily registered on the Administrator's Site and has an account with a unique login and password. The User is the intended recipient of this offer to provide access to the Website's personalized services.

Administrator - the copyright holder of the internet resource <https://free.uz>, which owns all relevant exclusive property rights to the Site, including rights to the Site's domain name.

Site - an internet resource hosted on the Internet at the address <https://free.uz> with the following functional capabilities:

- gaining access to the user's personal account with the ability to upload their own photos and change their personal data;
- gaining the opportunity to publish projects and vacancies;
- obtaining the opportunity to find a customer/performer;
- gaining the opportunity to publish a portfolio;
- obtaining access to the project management system.

The set of services provided by the Site is necessary and sufficient for the implementation of this User Agreement.

The site, its components, and individual components (including but not limited to: computer programs, databases, codes, their underlying know-how, algorithms, design elements, fonts, logos, as well as text, graphic, and other materials) are intellectual property objects protected in accordance with current national and international legislation, and any use of them is permitted only with the Administrator's permission.

Registration - a procedure during which the User provides reliable information about themselves according to the list approved by the Administrator and receives a password to use the Website's personalized services.

Personal Account - a personalized interface of the Site with a set of user tools that allow for the modification of user personal data.

Password - a digital code generated by the system during registration, or set by the User independently and used in combination with the login to gain access to the Website's personalized services.

Account - the User's account in the website's electronic system at the address <https://free.uz>, intended for storing the User's personal information, identifying the latter when working with the system, and performing legally significant actions using the unique "login plus password" pair.

Personal information about the User - any information that the User provides about themselves independently during registration (creation of a User account) or during the use of the Site, including the User's personal data, information that is automatically transmitted to the Site Administrator during the use of the Site using the software installed on the User's device, including IP address, cookie information, user browser information, as well as other data about the User.

Materials - any information posted by the User or the Site Administrator on the Site, including: Personal information about the User, links to other sites, any text messages, video/audio materials, photographs (images), programs, and other files.

Any terms and concepts used in the User Agreement that are not reflected in the "Terms and Definitions" section shall be interpreted in accordance with the meaning arising from the text of the User Agreement. In the event of any disagreements regarding the interpretation of a term and/or concept used in the User Agreement, the interpretation determined by the Site Administrator shall apply.

1. SUBJECT OF THE AGREEMENT

1.1. Under this Agreement, the Administrator provides the User with access to the Site and its functional capabilities in accordance with the conceptual framework of this Agreement, including to ensure the possibility of using the Administrator's software. The User, in turn, has the right to use the Site under the terms provided for in this Agreement.

1.2. The use of all functional capabilities of the Site offered by the Administrator is available to the User under the terms of this Agreement after the User has undergone registration.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

Rights and obligations of the Administrator:

2.1. The Administrator is obliged to provide the User with access to the Site and maintain the Site in a working state for 24 hours a day, 7 days a week without days off and holidays.

2.2. The Administrator is obliged to suppress violations of legislation by Users using accessible methods and techniques.

2.3. The Administrator is obliged to provide information and technical support to the User via the email address **info@free.uz**. The information and technical support aims to advise the User on issues regarding the use of the Site, performing actions on the User's instructions but on behalf of the Administrator, except for legally significant ones. The initiator of the support request is the User. The administrator is obliged to ensure that support operates around the clock for seven days at a time.
a week. However, the response period to the inquiry may be limited by the company's operating hours at the place of its registration.

2.4. The Administrator reserves the right to use the email address and other contact details specified by the User in their account for direct communication with the User. The User confirms and guarantees that the email address provided as a login under this Agreement is registered in the User's name.

2.5. The Administrator undertakes to ensure the confidentiality and preservation of the User's personal data from disclosure or any transfer to third parties, except in cases where the consent of the User has been obtained for such transfer to a specific person, in cases where disclosure occurred for reasons beyond the Administrator's control, as well as except for cases provided for by current legislation. The Administrator processes the User's personal data in accordance with the Personal Data Processing Policy posted on the Administrator's website at https://free.uz/assets/docs/uz/privacy_policy.pdf.

Rights and obligations of the User:

2.6. For the purpose of implementing this Agreement, the User independently ensures the availability of the necessary technical characteristics of the electronic device used and its connection to the Internet.

2.7. The User is obliged to familiarize themselves in advance with the documents regulating the provision of personalized services through the Administrator's Website and those posted on the Website.
Administrator at <https://free.uz>.

2.8. The User is obliged to provide reliable information and data requested by the Administrator both during the Registration process on the website and in the User's personalized space, ensuring the relevance of the provided data.

2.9. The User consents to the processing of personal data in accordance with the terms of the Personal Data Processing Policy to this Agreement, posted on the Internet at https://free.uz/assets/docs/uz/privacy_policy.pdf.

This condition of this Agreement is essential. Withdrawal of consent for the processing of personal data entails the termination of this Agreement.

2.10. The User is obliged to use the Site without violating local, state, national, or international laws.

2.11. The user is prohibited from posting and using materials that violate the intellectual property of third parties, as well as materials that violate the privacy of third parties.

2.12. The user is prohibited from posting materials that are illegal, obscene, defamatory, threatening, insulting, slanderous, or inciting hatred toward any other individual or legal entity.

2.13. The User is prohibited from placing advertising without coordination with the Administrator.

2.14. The User is prohibited from sending spam using the Site.

2.15. The User is prohibited from collecting personal data using the Site.

3. LIABILITY OF THE PARTIES

3.1. The Administrator undertakes to ensure the stable operation of the Site, its improvement, and the swiftest possible elimination of errors in its operation; however, the Site is provided to the User on an "as is" basis. This means that the Administrator:

- does not guarantee the absence of errors in the operation of the Site;
- is not responsible for its uninterrupted operation, compatibility with the User's software and technical means;
- shall not be held liable for the non-fulfillment or improper fulfillment of its obligations due to failures in telecommunications or energy networks, actions of malicious programs, or the dishonest actions of third parties aimed at unauthorized access and/or disabling the Administrator's software and/or hardware complex;

3.2. The Administrator is not responsible for the content of the Materials posted by the User and their compliance with legislative requirements, for violating copyright, unauthorized use of trademarks, company names, and their logos, or for possible violations of third-party rights related to the placement of Materials on the Site. In the event that claims are received from third parties related to the placement of the Materials, the User shall independently and at their own expense resolve the specified claims.

3.3. The User bears full responsibility for the safety of their login and password for accessing the Personal Account and for losses that may arise due to unauthorized use of their access.

3.4. The User is responsible for the accuracy, relevance, completeness of the information provided during registration, and its purity from third-party claims.

3.5. The Administrator is not responsible for any damage to the User's or other person's computer, mobile devices, any other equipment, or software caused by or related to downloading materials from the Site or clicking links placed on the Site. To avoid misunderstandings, the User should observe precautionary measures when downloading materials from the Site or navigating through the links provided therein, and when using any files, including software

security. The administrator strongly recommends using only licensed software, including antivirus software.

3.6. The Administrator or its representatives shall under no circumstances be liable to the User or any third parties for any indirect, accidental, or unintentional damage, including lost profits or lost data, damage to honor, dignity, or business reputation caused by the use of the Site, the content of the Site, or other materials to which Users or other persons have gained access through the Site.

4. FINAL PROVISIONS

4.1. This Agreement enters into force from the moment the User joins it and is valid indefinitely.

4.2. This Agreement may be terminated by the User unilaterally through out-of-court proceedings from the moment the relevant expression of will is sent to the email address.
Administrator **info@free.uz**.

4.3. This Agreement may be unilaterally terminated out of court at the initiative of the Administrator from the moment the actions provided for in clauses 2.11 - 2.15 of this Agreement are performed.

4.4. This Agreement may be amended in whole or in part by the Administrator without any special notification to the User, in connection with which the User undertakes to regularly monitor changes to the Agreement. In case of disagreement with the terms of the new edition, the User is obliged to terminate the use of the Service. The new edition of the Agreement shall enter into force from the moment it is posted on the website, unless otherwise provided by the new edition of the Agreement.

4.5. All matters not regulated by this agreement shall be governed by the laws of the United States of America and the laws of the State of Delaware.