

PUBLIC OFFER AGREEMENT FOR LUNIQ MENU SERVICES

1. General Provisions

1.1. This Public Offer (hereinafter - the **Offer**) is an official proposal by **Individual Entrepreneur Astro IT** (IIN 980512350459), hereinafter referred to as the **Contractor**, to enter into a Service Agreement (hereinafter - the **Agreement**) with any legal entity or individual entrepreneur (hereinafter - the **Client**) under the terms set forth below.

1.2. In accordance with Article 395 of the Civil Code of the Republic of Kazakhstan, this document is a public offer. Acceptance of the Offer constitutes full and unconditional acceptance of all its terms.

1.3. **Acceptance of the Offer** is deemed to occur upon any of the following actions:

- Registration of a Personal Account on the website <https://luniq.net>;
- Activation of a free (demo) period;
- Payment of the selected subscription plan.

1.4. From the moment of acceptance, the Agreement is considered concluded in writing.

2. Subject of the Agreement

2.1. The Contractor grants the Client access to the **LUNIQ MENU** cloud service (hereinafter - the **Service**) under a non-exclusive license. The Service is a platform for creating digital menus, QR-ordering, booking, analytics, and other related tools.

2.2. Services are provided remotely via the web interface at <https://luniq.net>.

2.3. The Contractor is entitled to involve third parties to fulfill obligations under this Agreement without the Client's consent.

3. Intellectual Property

3.1. All exclusive rights to the LUNIQ MENU Service (including source code, design, interface, logos, and algorithms) are owned by the Contractor.

3.2. The Client is granted only the right to use the functional features of the Service within the selected tariff. No intellectual property rights are transferred to the Client.

3.3. The Client is prohibited from copying, decompiling, modifying the Service's code, or creating derivative works based on it.

4. Access and Payment Procedure

- 4.1.** The cost of services (Tariffs) is published on the website or sent to the Client via a commercial proposal/invoice.
- 4.2.** Payment is made in Kazakhstani Tenge (KZT) via bank transfer to the Contractor's account based on the issued invoice.
- 4.3. Demo Access:** The Contractor may provide temporary free access for introductory purposes. Upon expiration or non-payment, the Contractor may restrict access and delete stored data.
- 4.4.** Services are considered fully rendered and accepted by the Client unless written motivated objections are received from the Client within 3 (three) business days following the end of the paid period.

5. Rights and Obligations of the Parties

5.1. The Contractor shall:

- Ensure 24/7 Service availability, except during scheduled maintenance.
- Provide technical support via official communication channels.
- Ensure the security and confidentiality of the Client's data.

5.2. The Client shall:

- Provide accurate information during registration.
- Maintain the relevance of prices and information in their digital menu.
- Not use the Service for illegal purposes or prohibited content under the laws of the RK.

6. Liability and Limitation of Liability

- 6.1.** The Contractor is not liable for interruptions caused by third parties, internet failures, or data center issues.
- 6.2.** The Client is solely responsible for the content, prices, and images placed within the Service.
- 6.3. Limitation of Liability:** The Contractor's total aggregate liability under this Agreement is limited to the amount actually paid by the Client for the last calendar month of Service usage.
- 6.4.** The Contractor shall not be liable for any indirect damages or loss of profit.

7. Confidentiality and Personal Data

- 7.1.** Both parties agree to maintain the confidentiality of information obtained during the execution of the Agreement.

7.2. By accepting the Offer, the Client consents to personal data processing in accordance with the Law of the RK "On Personal Data and its Protection."

8. Term and Termination

8.1. The Agreement enters into force upon acceptance and remains valid until the end of the paid period.

8.2. Either party may terminate the Agreement by providing 15 days' notice.

8.3. No refunds are provided for paid periods unless services cannot be rendered due to the Contractor's fault.

9. Contractor Details

Executor: IE Astro IT

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