

User Agreement

Please read carefully the following terms and conditions, which are mandatory for all users of this online store. Please note that by using the online store, you agree to the terms and conditions outlined herein.

The PASHA Insurance online store is solely provided for your individual use and shall not create any legal or contractual obligations for PASHA Insurance Open Joint Stock Company, except as specified herein.

Users should check in advance whether their legal and financial conditions allow them to use the services offered through the online store. Thus, access to the online store and the services it offers may be restricted to certain individuals or countries. PASHA Insurance OJSC shall not provide services to those for whom it is prohibited by the legislation of the country of their citizenship or another country.

Definitions:

- PASHA Insurance online store, owned by PASHA Insurance : [Pasha Insurance online \(pasha-insurance.az\)](http://pasha-insurance.az)
- PASHA Insurance - a local legal entity, appropriately licensed to perform the insurance activity, which is a party to an insurance contract and is obliged to pay an insurance payment when an insured event occurs, covered by the insurance contract, according to the legislation on compulsory insurance or in the manner prescribed by the contract.
- User - all individuals and legal entities, entitled to use the services offered in the online store upon accepting the terms and conditions hereof.
- PASHA Insurance, we, our - PASHA Insurance OJSC
- You, your - a person entitled to use the online store.
- Parties – PASHA Insurance and User.
- Agreement - this User Agreement
- Services – the services offered by PASHA Insurance to the User through the online store.
- Personal data – data constituting personal and insurance secrets.

1. GENERAL INFORMATION

The Agreement sets the terms and conditions for the User to perform the following actions:

- Using the services offered

2. REGISTRATION AND USE

After purchasing the online store, the User creates a personal account by registering. The User shall be fully responsible for the confidentiality of the data required to access the personal account.

If the User has an active account in the online store according to the terms and conditions hereof, PASHA Insurance grants the User the right to access and use the online store. The User shall be responsible for ensuring the security of devices using the online store and authorization data and undertakes to take all reasonable measures to prevent their unauthorized use. The User shall notify PASHA Insurance immediately of any unauthorized use.

3. SERVICE FEES AND PAYMENTS

The use of the online store is free.

The User shall pay the cost of using the telecommunications network in the manner prescribed by the appropriate provider.

The User shall be responsible for paying the costs charged by the telecommunication service provider.

PASHA Insurance shall not be liable for any damage/loss that may occur as a result of a device malfunction, lack of an Internet connection, or incompatibility, as well as for other reasons that make it impossible to access the online store.

4. PERSONAL DATA AND PERMISSIONS

When the User uses the online store, PASHA Insurance's web server automatically records the following information:

- IP address
- A site redirecting the User to the online store
- Type of browser used
- The online store sections used
- Date and duration of using the online store

Various personal data shall also be collected and processed:

- Full name
- Address
- Contact details
- Company name, business, or profession

These personal data may be used, without limitation, for the following purposes:

- Settlement of insurance contracts (e.g., reference, underwriting, processing of insurance claims)
- Market research or analysis
- Improving PASHA Insurance's processes, services, and products
- Providing information on PASHA Insurance's events, services, products, and innovations

- Identifying and preventing cases of fraud, money laundering, and terrorist financing
- Compliance with any legal obligations (e.g., tax, financial, and administrative).

Personal data shall be used with the User's explicit consent unless appropriate laws and regulations do not require such consent.

Personal data may be provided in special cases:

To fulfill any legal obligations, including to the relevant regulatory authority when the User files a complaint about the insurance product or service provided.

The User reserves the right to access, modify, and process personal data collected through the online store.

Personal data may be stored for 5 (five) years from the insurance relationship termination date if permitted by law.

The User agrees and accepts that to provide a wider range of services, PASHA Insurance may receive the User data from various information resources and provide any User data and information constituting an insurance secret to its employees, representatives, the Company's legal and other service providers, related parties, state bodies requesting this data when the Company performs insurance activity, financial market supervisory bodies, within the country or abroad, assuming the obligation not to cause any harm to the User or disclose such data, and such a provision shall not require the User's additional written consent. Thereat, PASHA Insurance shall be liable to the User for keeping this data confidential by the persons to whom it has been provided.

The User agrees to provide PASHA Insurance with ID Card data and certain workplace information, obtained through the ASAN Finance system.

We as an insurance company may request access to various features of your device (camera, microphone, location, storage, notifications, etc.) to provide you with better services.

To facilitate the use of the online store we may offer you an opportunity for authorization by face structure, fingerprint, and other personal biometric data.

5. THE AGREEMENT TERM

The provisions hereof shall be binding on the User from the moment of first use till the moment he/she completely ceases using the online store.

If any clause hereof becomes partially or completely invalid or contrary to law, this shall not entail the invalidity of other clauses hereof.

6. INTELLECTUAL PROPERTY AND COPYRIGHT

Pages, information, design, brands, logos, and other elements of the online store, constituting a unified system with all its elements, belong to PASHA Insurance, and partial or complete

reproduction and processing of these elements through any operations or in another way without the Company's permission are prohibited and entail copyright infringement.

The User undertakes not to:

- Copy or reproduce the online store in whole or in part
- Change, modify, or adapt the online store or any part of it
- Remove or interfere with copyright notices contained in or related to the online store (all property rights belong to PASHA Insurance)
- Re-design the online store.

7. GUARANTEE

PASHA Insurance shall regularly update the information displayed in the online store. However, PASHA Insurance does not guarantee the accuracy and completeness of the data entered by the User in the online store

The User cannot use the online store for illegal, degrading, indecent, or threatening purposes.

The User agrees to install security add-ins, if any, for the online store and device.

8. LIABILITY

PASHA Insurance shall not be liable for the consequences of force majeure or extraordinary situations beyond the Company's control, which may affect the User's personal account.

The User shall be fully liable for his/her actions or inaction and their consequences. PASHA Insurance shall not be liable for the User's actions or inaction and their consequences.

Under no circumstances will PASHA Insurance be liable for direct or indirect damage that may result from the use of the online store unless it is directly caused by the Company intentionally or as a result of a gross mistake.

The user accepts and agrees that PASHA Insurance shall not be liable for any damage caused by incorrect or erroneous information and content in the online store.

The User accepts and agrees that when using the online store and its products or services, he/she will act according to the Agreement and the law; otherwise, he/she shall be liable for any possible direct or indirect damage, in which case he/she shall immediately compensate PASHA Insurance for the damage incurred.

You cannot use this online store on a modified device or operating system whose configurations are not supported or guaranteed by the mobile device or operating system manufacturer. This includes jailbroken or rooted devices. The security software integrated into this online store may identify that your device has been hacked or its code is broken, and if PASHA Insurance nonetheless fails to terminate the use of this online store by you, this shall not mean that PASHA

Insurance agrees to the repudiation of your obligations. For the purposes hereof, a hacked or modified device shall mean a device, from which the restrictions imposed by the device or operating system manufacturer have been removed without the permission of the latter.

Under no circumstances shall PASHA Insurance be liable for any damage or loss caused to the User's device or the use of the online store as a result of a cyber attack, interference, or other unauthorized access.

The User shall be liable for all claims, damages/losses, and expenses arising from:

- The use of the online store by the User
- PASHA Insurance's trust in the data provided by the User
- Violating the Agreement, intellectual property rights, or other rights of any legal entity or individual by the User.

9. CHANGES

PASHA Insurance shall be entitled to change and supplement the text of the Agreement and the online store, restrict or temporarily or permanently suspend the use of the online store, or close the created account.

PASHA Insurance shall notify you of changes to the provisions hereof or amending the Agreement through the online store. If the User continues using the online store after such a notice, PASHA Insurance shall consider that the User accepts the change or amendment, and it shall take effect automatically.

PASHA Insurance may also change and amend the Privacy Policy, including the section concerning cookies and similar technologies. You shall be notified of such a change the next time you log into the online store.

10. TERMINATION

PASHA Insurance may terminate this Agreement immediately in one or more of the following cases:

• If the User materially or persistently violates the provisions hereof or PASHA Insurance suspects one or more of the following:

- The User has committed or may commit fraud
- The User is not entitled to download the online store, or his/her right to access and use the online store has changed
- The User fails to comply with the requirements for combating money laundering
- The User illegally uses or obtains accounts, services, or funds or allows another person to illegally use or obtain them
- The User account is being used for illegal purposes

- The User authorization data is not stored securely
- The User has committed or may commit a crime related to the Client's account.
- PASHA Insurance believes that further fulfillment hereof shall pose a risk of violating applicable law, regulation, or court decision, or imposition of any action or ban on PASHA Insurance by any governmental, regulatory, or law enforcement agency.
- Suspicious actions or fraud have been committed in connection with transactions performed through the User's personal account, or PASHA Insurance suspects that they have been committed.
- The User violates the terms of use of any product or service, acquired through the online store.

PASHA Insurance shall notify you of the termination hereof. Such notice may be sent via SMS, e-mail, message when logging in to the online store etc.

PASHA Insurance may terminate the Agreement for any other reason with prior notice.

The User may terminate the Agreement at any time by ceasing to use the online store and deleting it from his/her device.

Upon termination hereof for any reason, all rights granted to you hereunder shall be terminated and you should remove the online store from your device.

If you change or present your device to another person, you should remove the online store from that device.

11. COOKIES

The online store shall store software tools (so-called cookies) on your device to provide security, allow you to connect to our systems, allow us to monitor the use of the online store, and maintain your preferences (e.g., remembering authorization data).

By downloading and using this online store, you consent to the storage and access of PASHA Insurance to the data on your device.

12. GOVERNING LAW

The Agreement shall be interpreted according to the law of the Republic of Azerbaijan and shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Azerbaijan.

13. SIGNING

The User Agreement and the transactions concluded hereunder shall be signed/approved by a facsimile signature using a mechanical or another copying tool, electronic signature, or other similar personal signature (clicking a mouse button, choosing the appropriate field, SMS message, etc.), as well as using the electronic document management technique. A transaction signed/approved in this way shall be equivalent to a transaction signed by hand on paper.

When performing transactions through the online store, electronic documents, approved in this way, shall have the same legal force as those certified by the User's handwritten signature on paper.