

MATPO TERMS OF SERVICE

Version 1.3

Effective Date: July 31, 2026

Last Updated: July 29, 2026

Platform: <https://matpo.kz>

1. Introduction

Welcome to MatPo. These Terms of Service (“Terms”) govern access to and use of the MatPo Platform operated by Limited Liability Partnership “Matpoint” (TOO “Matpoint”).

MatPo is a technology platform primarily designed to connect businesses, while also allowing individual users to discover suppliers and design service providers and to submit business-related requests within the construction and finishing materials industry.

MatPo facilitates business discovery, communication, memberships and advertising services. MatPo is not an online marketplace, reseller, distributor, payment intermediary, escrow provider, or a party to contracts or transactions concluded between Users. All negotiations, contracts, deliveries, payments, warranties and disputes arising from such transactions remain solely between the participating Users.

By creating an account, purchasing a Membership, or otherwise using the Platform, you agree to be bound by these Terms, the MatPo Privacy Policy, and, where applicable, the MatPo Payment and Subscription Policy.

2. Definitions

“Platform” means the MatPo website, applications and related services.

“User” means any registered or visiting person using the Platform.

“General User” means a User primarily using buyer-oriented Platform features.

“Supplier” means a business publishing company and product information on the Platform.

“Design Service Provider” means a business publishing design-related services on the Platform.

“Membership” means access to a subscription package or equivalent Platform entitlement, whether purchased, granted by MatPo, provided promotionally, or made available without charge, subject to the applicable duration, conditions and limitations.

“Membership Plans” currently include Basic, Plus and Pro.

“Material Tender” means a request for construction materials submitted through the Platform.

“Design Tender” means a request for design-related services submitted through the Platform.

“Project” means a construction or renovation project created on the Platform.

“Direct Request” means a direct enquiry submitted through the Platform.

“Content” means all uploaded information, files, images, reviews and related materials.

“Review” means user-submitted ratings or feedback.

“CompareBoard” means the Platform feature allowing comparison of products.

“Moodboard” means the Platform feature allowing Users to collect and organise products for project planning.

“Advertising Services” means promotional services offered by MatPo.

“Supplier Analytics” means Platform-generated statistics and insights relating to a Supplier’s profile, products, visibility, engagement or referral activity, as made available under the applicable Membership Plan.

3. Eligibility and Acceptance

Users must have legal capacity to enter into these Terms. Where a User acts on behalf of a legal entity, that User represents that they have the authority to bind that entity.

These Terms become effective when a User registers an account, expressly accepts these Terms where presented, purchases a Membership, or otherwise accesses or uses the Platform.

4. Accounts and Registration

Users must provide accurate information, protect their account credentials, and promptly notify MatPo of any suspected unauthorised access to their account.

Multiple accounts are prohibited only where created to bypass Membership limits, promotional restrictions, security controls, or other Platform rules.

MatPo may require email, telephone or identity verification where reasonably necessary.

5. Platform Services

The Platform may provide, without limitation, supplier listings, design service listings, products, projects, Material Tenders, Design Tenders, Direct Requests, Reviews, CompareBoard, Moodboard, Supplier Analytics, Advertising Services, and other functionality introduced from time to time.

Feature availability depends on account type, Membership Plan, and ongoing Platform development.

MatPo facilitates discovery and communication only and does not participate in negotiations, contracts, deliveries, payments, or disputes between Users.

6. General User Responsibilities

Users must use the Platform lawfully, provide accurate information, respect the intellectual property and privacy rights of others, and remain solely responsible for their own communications, business decisions, and interactions with other Users.

7. Supplier Responsibilities

Suppliers are solely responsible for the legality, accuracy and completeness of their listings, pricing, advertising materials, certifications, products and communications.

Membership Plans (Basic, Plus and Pro) provide Platform functionality and visibility only. They do not constitute certification, endorsement, or a guarantee of product quality, supplier reliability, or commercial success.

8. Design Service Provider Responsibilities

Design Service Providers are solely responsible for the accuracy of their portfolios, qualifications, service descriptions, and communications.

Membership Plans do not constitute licensing, certification, endorsement, or a guarantee of professional quality or future business results.

9. Membership Plans and Subscriptions

MatPo may offer Basic, Plus and Pro Memberships and may introduce additional Membership Plans in the future.

Membership features, limits and pricing may be modified prospectively, with reasonable notice where required.

Membership limits may apply to products, categories, service profiles, visibility, analytics, tenders, responses, storage, and other features. When a Membership expires or a lower-limit plan takes effect, MatPo may restrict account actions and make affected Content non-public or archived. For Supplier products, the current renewal period, plan-alignment process, archive period, reactivation conditions, and possible deletion are described in the Payment and Subscription Policy. A product cannot remain active without an eligible active main category, and reactivation is subject to the then-current Membership and Platform requirements.

Administrator-granted, promotional, or complimentary Memberships remain subject to their communicated duration, conditions, and limitations.

10. Payments, Billing and Membership Fees

Certain Membership Plans and Platform services require payment. Detailed rules on billing, subscription activation, renewals, upgrades and downgrades, refunds, and cancellations are set out in the MatPo Payment and Subscription Policy, which supplements these Terms and does not reduce any mandatory rights provided by applicable law.

Membership fees are prepaid for the selected billing period. Refunds, cancellations, and the treatment of an unused prepaid period, including the voluntary 7-Day Money-Back Guarantee, are governed exclusively by the Payment and Subscription Policy.

Payments may be processed by independent third-party payment providers operating under their own terms and privacy policies. MatPo does not store complete payment card information.

Payment failures, chargebacks, suspected payment fraud, or abuse may result in the suspension of Membership benefits, in accordance with the Payment and Subscription Policy.

11. User Content and Content License

Users retain ownership of the intellectual property rights in their Content.

By uploading Content, Users grant MatPo a worldwide, non-exclusive, royalty-free licence to host, store, reproduce, display, process, resize, optimise, distribute, and sublicense such Content where reasonably necessary to operate, maintain, secure, improve, and provide Platform functionality.

Registered Users receive a limited licence to view, compare, save, and export Supplier Content through CompareBoard and Moodboard solely for evaluating suppliers, products, and services for their own procurement, construction, or design projects. Redistribution, republication, resale, creation of competing databases, or any unrelated commercial exploitation is prohibited.

12. Intellectual Property

The Platform, its software, branding, database structure, taxonomy, design, and related intellectual property belong to Matpoint LLP or its licensors.

Users may not scrape, systematically collect, reproduce, reverse engineer, or commercially exploit Platform data without MatPo's prior written permission.

13. Prohibited Activities

Users must not: create fake accounts or bypass Membership limits; publish unlawful or misleading Content; upload malicious software; scrape Platform data; publish fake tenders, projects, or reviews; misuse contact information obtained through the Platform; or interfere with the security or operation of the Platform.

14. Reviews, Ratings and Public Feedback

Reviews reflect the opinions of the submitting Users only and do not constitute endorsements by MatPo.

Users remain solely responsible for the reviews and feedback they publish.

MatPo may moderate, restrict, or remove reviews that violate these Terms or applicable law, but has no obligation to pre-screen or monitor user-generated content before publication.

15. Advertising Services

MatPo may offer advertising and promotional services.

Advertisers remain solely responsible for the legality, accuracy, and regulatory compliance of their advertising content.

Advertising placement or Membership visibility does not constitute endorsement and does not guarantee impressions, enquiries, or commercial results.

Where advertising is removed because the advertiser breached these Terms or applicable law, no refund is required, except where mandatory law provides otherwise.

If MatPo removes prepaid advertising for its own convenience, and not because of the advertiser's breach, MatPo's sole obligation shall be, at its discretion, to provide a proportionate refund or account credit for the unused prepaid advertising period, unless otherwise required by applicable law.

16. Third-Party Services

The Platform relies upon independent hosting, storage, communication, security, analytics, content delivery, and payment providers. Interruptions affecting those providers may affect Platform functionality. Such providers operate under their own contractual terms and privacy policies.

17. Platform Availability and Service Changes

The Platform is provided on an 'as available' basis.

MatPo may introduce, modify, replace, suspend, or discontinue Platform features, including beta or experimental functionality, where reasonably necessary for legal, operational, security, or commercial reasons.

Nothing in these Terms creates a service level agreement or an uptime guarantee unless expressly agreed in writing.

18. Disclaimer of Warranties

MatPo provides a technology platform for business discovery and communication. To the maximum extent permitted by applicable law, the Platform is provided on an 'as available' and 'as is' basis.

MatPo does not guarantee uninterrupted availability, successful commercial outcomes, the accuracy of user-submitted information, or the quality, legality, safety, or performance of any Supplier, Design Service Provider, product, or service, unless expressly stated otherwise.

Users are solely responsible for conducting their own due diligence before entering into any commercial relationship with another User.

Nothing in these Terms limits any right that cannot legally be limited under applicable law.

19. Limitation of Liability

To the maximum extent permitted by applicable law, MatPo shall not be liable for indirect, incidental, consequential, or lost-profit damages arising from use of the Platform.

Except where mandatory law provides otherwise, MatPo's total aggregate liability arising under these Terms shall not exceed the total fees actually paid by the affected User to MatPo under these Terms, including under Membership Plans and Advertising Services, during the twelve (12) months immediately preceding the event giving rise to the claim.

20. Indemnification

Users agree to indemnify, defend, and hold harmless Limited Liability Partnership “Matpoint” (TOO “Matpoint”), its directors, employees, contractors, and service providers against claims, liabilities, damages, losses, costs, and reasonable legal expenses arising from the User’s Content, products, services, advertisements, violations of these Terms, infringement of third-party rights, or unlawful activities, to the extent permitted by applicable law.

21. Account Suspension and Termination

MatPo may immediately suspend or terminate an account where reasonably necessary to address fraud, payment fraud, security incidents, unlawful activity, Platform abuse, or lawful requests from competent authorities.

For other material violations, MatPo will normally provide written notice together with a reasonable opportunity, ordinarily between seven (7) and fourteen (14) days, to remedy the violation before further enforcement action.

Termination does not affect rights or obligations that accrued before termination.

Content may be removed, archived, or retained in accordance with these Terms and the Privacy Policy where necessary for legal compliance, fraud prevention, dispute resolution, security, or other legitimate business purposes.

22. Privacy and Personal Data

Personal information is processed in accordance with the MatPo Privacy Policy.

By submitting a Direct Request, a User expressly authorises MatPo to disclose the contact details submitted with that request to the selected Supplier or Design Service Provider, solely for the purpose of responding to that request.

Recipients must not use such contact information for unrelated marketing, resale, or unlawful purposes.

Tender owner contact details are not disclosed to responding Suppliers or Design Service Providers unless the tender owner chooses to share them through the applicable Platform workflow.

23. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Republic of Kazakhstan.

Unless applicable law requires a different procedure, forum, or remedy, before commencing court proceedings the parties shall first attempt to resolve any dispute through good-faith negotiations and a written pre-trial claim procedure.

Unresolved disputes shall be submitted to the competent courts of the Republic of Kazakhstan, unless otherwise required by applicable law.

24. Changes to these Terms and Contact Information

MatPo may revise these Terms to reflect legal, technical, operational, or commercial changes. Material updates may be communicated through the Platform or by email. Continued use of the Platform after the effective date of any revision constitutes acceptance of the revised Terms.

Operator: Limited Liability Partnership “Matpoint” (TOO “Matpoint”)

BIN: 260640001001

Registered Address: Prospekt Dostyk 89A, Office 20, Medeu District, Almaty 050010, Republic of Kazakhstan

Website: <https://matpo.kz>

General Enquiries: info@matpo.kz

Privacy Enquiries: info@matpo.kz

25. Final Provisions

These Terms constitute the entire agreement between the User and MatPo regarding use of the Platform.

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

MatPo's failure to enforce any provision of these Terms does not constitute a waiver of that provision.

MatPo may assign these Terms in connection with a merger, acquisition, or corporate restructuring. Users may not assign their rights under these Terms without MatPo's prior written consent.

Nothing in these Terms creates a partnership, agency, employment, or joint venture between MatPo and any User.

These Terms are published in English and Russian. In the event of any inconsistency or conflict between the language versions, the Russian version shall prevail.