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Dalaway Marketplace Rules

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Operator	Original language	Publication URL
SteppeGate LLP, BIN 260140019690, Republic of Kazakhstan	**Russian**	**https://dalaway.kz/legal/rules**

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1. Purpose and Scope

1.1. These Rules establish standards of conduct for Participants on the Platform, measures for violations and the procedure for considering submissions and appealing the Operator's decisions.

1.2. These Rules form an integral part of the Agreement and are accepted by the Participant as part thereof, and personally by each User in accordance with the Platform Use Rules.

1.3. Decisions under these Rules are made by an authorised employee of the Operator.

1.4. For Platform purposes, a User's actions performed within a corporate account within the rights granted to that User are treated as actions of the relevant Participant.

1.5. The Operator's measures apply only within the Platform and do not resolve a civil-law dispute between Participants on the merits of their Parties' Contract.

1.6. Automated tools may generate warnings, reminders and indicators for review. A violation is established and a contractual restriction on trading functionality is imposed by an employee of the Operator, except for temporary technical information-security measures.

2. Standards of Conduct

R1. Accuracy of Information

№	Standard
R1.1	Information on the Participant, including its name, registration number, address and information on its head, is accurate and kept up to date
R1.2	The quality parameters of goods specified in the Lot correspond to the available documents. Laboratory test data and quality passports are not distorted
R1.3	The volume and price specified in a Lot and Request reflect the Participant's genuine intention. Publishing Lots and Requests unsupported by goods or intention is prohibited
R1.4	Licences, permits, insurance policies, accreditations and other profile documents are valid at the time they are used
R1.5	Corporate information and corporate contacts are posted in public fields of the Participant's card. Posting personal data of specific individuals without their consent is prohibited

R2. Conduct in a Transaction

№	Standard
R2.1	Following Agreement on Commercial Terms, the parties commence documenting the Parties' Contract and keep the Transaction status up to date within the time limits established in section 5
R2.2	A party receiving details of the Parties' Contract entered by its counterparty confirms them or submits a reasoned objection within the prescribed time limit
R2.3	The parties respond to enquiries from their counterparty and the Operator regarding an active Transaction
R2.4	The buyer confirms Completion of the Transaction or submits a reasoned objection. Unjustified systematic evasion of a response may be treated as a violation
R2.5	A cancellation of a Transaction is submitted stating a reason. The reason must be stated in good faith
R2.6	Agreed Commercial Terms must not be changed by circumventing the procedure established by clauses 10.3–10.3-3 of the Agreement

R3. Recording Transactions and Prohibition of Evasion

№	Standard
R3.1	Participants may execute and perform a Parties' Contract outside the Platform but must record its number and date in the relevant Transaction. Actions aimed at concealing the occurrence of a Fee Event or reducing the Calculation Value of the Transaction are prohibited
R3.2	Providing and receiving contact details before Agreement on Commercial Terms—in Lots, Requests, Offer fields and correspondence before Agreement on Commercial Terms, including in disguised form or in parts—as well as suggesting a move to an external communication channel are prohibited
R3.3	Understating the volume or price recorded on the Platform relative to those actually agreed is prohibited
R3.4	Executing what is in fact the same transaction in the name of an affiliated or otherwise related person for the purpose of excluding or reducing the Fee is prohibited
R3.5	Failing to record a concluded Parties' Contract in the relevant Transaction is prohibited

R4. Settlements with the Operator

№	Standard
R4.1	The Fee is paid in the amount and within the time limits established by the Tariffs
R4.2	Late payment may result in restrictions on publishing new Lots and Requests and entering into a new Agreement on Commercial Terms until the debt is discharged, after the existence and amount of the debt have been confirmed by an authorised employee of the Operator
R4.3	An application for recalculation is submitted in good faith, with supporting documents attached
R4.4	Obligations to Service Providers under service contracts are performed within the time limits established by those contracts

R5. Business Ethics

№	Standard
R5.1	Communication must be respectful. Insults, threats and discrimination in correspondence and submissions are prohibited
R5.2	Counterparty information disclosed after Agreement on Commercial Terms must not be published or transferred to third parties for purposes other than performance of the relevant Transaction
R5.3	Submitting a knowingly unfounded complaint or using submissions as a means of pressuring a counterparty is prohibited
R5.4	Actions aimed at distorting business reputation indicators, including fictitious Transactions and collusion over mutual ratings, are prohibited
R5.5	Unauthorised collection and bulk extraction of Platform data, circumvention of technical restrictions and interference with the operation of the Platform are prohibited

R6. Obligations of Service Providers

№	Standard
R6.1	The Service Provider has the licences, permits, resources and personnel necessary to provide the services and keeps supporting documents up to date
R6.2	Stated service delivery time limits are observed; the customer is notified without undue delay if they cannot be met
R6.3	Documents generated by the Service Provider following the provision of services, including quality passports, certificates of work, declarations and weight documents, contain accurate information and are provided on time
R6.4	The Service Provider acts in the customer’s interests and does not use information obtained in providing services for other purposes

3. Measures and Fee-Related Consequences

3.1. Depending on the nature, recurrence and consequences of a violation, the Operator may apply:

1. a warning specifying the standard violated;
2. removal or unpublishing of specific material where the violation relates to its content, except in the cases specified in clause 3.1-1;
3. a requirement to update information or undergo re-verification;

4. temporary restriction of certain functions or of a corporate account;
5. termination of access in accordance with section 23 of the Agreement.

3.1-1. Removal of a Lot or Request from publication on grounds relating to its content (contact details in the text, inaccurate information, prohibited goods, other non-compliance with the Marketplace Rules) is not a measure. The Participant receives a notice stating the grounds and may correct the publication and post it again. In the event of repeated violations, the Operator may apply the measures of this section.

3.2. A decision to impose a measure includes a reference to the standard violated, a description of the established event, the measure imposed, its duration or the condition for lifting it, and the appeal procedure. The decision is communicated to the Participant.

3.2-1. When a measure is imposed, the Participant's access to ongoing Transactions, settlement documents and submissions is preserved where possible.

3.3. The accrual and calculation of a Fee for a Related Transaction are not a disciplinary measure or penalty. If a Fee Event is established in accordance with section 16 of the Agreement, the Fee is determined under the Agreement and the Tariffs regardless of whether any measure under this section is imposed at the same time.

3.4. In the event of overdue Fee debt, an authorised employee of the Operator may restrict the publication of new Lots and Requests and the sending of Offers in accordance with the Tariffs. For the duration of the restriction, the Participant's current publications are removed.

3.5. The Operator is not required to disclose threshold values of technical indicators or algorithms for detecting signs of violations if doing so would facilitate their circumvention. However, the Participant is informed of the factual basis of the decision concerning it and the standard violated.

4. Submissions and Complaints

4.1. A Participant may submit a complaint about an alleged violation of the Rules by another Participant through the personal account, linking it to a Transaction, Lot, message or other object, or to hello@dalaway.kz.

4.2. The parties are given an opportunity to provide explanations and documents. Failure to provide explanations is not an admission of a violation and does not prevent a decision based on the available materials.

4.3. Following consideration, the Operator may establish a violation and impose a measure; find no violation; or request additional information.

4.4. The Operator does not resolve on the merits disputes between Participants concerning quality, volume, time limits, payment or other terms of the Parties' Contract. The Operator may establish only the circumstances necessary to apply the Agreement and these Rules.

5. Time Limits

5.1. This section establishes the following time limits:

Event	Time limit
Confirmation of the details of the Parties' Contract by the other party	5 business days
Confirmation of cancellation of the Transaction by the other party	5 business days
Objection to a Fee Calculation	5 business days, unless the Tariffs establish a different time limit
Consideration of an objection to a Fee Calculation	10 business days
Objection to a Certificate of Work Performed (Services Rendered)	5 business days
Payment of an invoice	10 business days from the invoice date
Application for recalculation of the Fee	30 calendar days from Completion
Consideration of an application for recalculation	15 business days after receipt of the complete set of documents
Explanations regarding signs of a Related Transaction	at least 5 business days
Objections to a demand regarding a Related Transaction	15 business days
Control period for a Related Transaction	in accordance with clause 16.2-1 of the Agreement
Consideration of an objection to automated processing of personal data	3 business days
Consideration of any other objection to the Operator's decision and the accuracy of the underlying data	5 business days
Export of Transaction materials	10 business days, with a one-time extension of up to 10 business days
Notification of the other party that an export has been provided	3 business days
Taking a complaint under review	2 business days
Decision on a complaint	5 business days
Decision on a complaint requiring additional documents	up to 10 business days
Filing an appeal	10 calendar days

Event	Time limit
Consideration of an appeal	10 business days
Response to a formal claim	15 business days

5.2. Time limits run from receipt of the relevant notification in accordance with the Agreement.

6. Decision-Making and Appeal Procedure

6.1. Review begins upon a Participant's submission or at the Operator's initiative when signs of a violation are identified.

6.2. Review uses data lawfully held on the Platform: profile and verification information, Transactions, correspondence within the scope of consents obtained, statuses, documents, the event log, Trading Operations and the parties' explanations.

6.3. A decision is made with reference to a specific standard and is communicated to the affected Participant.

6.4. A Participant may appeal a decision by letter to hello@dalaway.kz within ten calendar days of its receipt. The appeal is considered within ten business days by a person who did not make the appealed decision and has no personal interest in the outcome of the review. The Operator ensures a review independent of the original decision.

6.5. The decision on an appeal is final within the Platform and does not restrict the Participant's right to use remedies provided by law.

6.6. Filing an appeal does not suspend a technically necessary security measure. Other restrictions may be suspended during reconsideration by decision of the person considering the appeal.

6.7. An employee of the Operator who has a personal or pecuniary interest in the outcome of the review must recuse themselves.

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