

## **PUBLIC OFFER**

**to conclude an agreement on the provision of educational services in the form of remote access to educational courses**

*edition "August 11", 2023.*

This document is permanently posted on the Internet at the network address:

<https://static.skilldeposit.com/docs/offer.pdf>, is a public offer, i.e., an offer of ՍՊԸ «ՈՒԻԻԼԼՍՔԻԼԼ» TIN 00510547 (hereinafter - the Contractor) to conclude an agreement on the provision of educational services in the form of remote access to educational courses (hereinafter - the Agreement) with any interested individual (hereinafter - the Customer).

The acceptance of this public offer by the article is the registration of the Customer on the Contractor's website: <https://skilldeposit.com>,

Registration is carried out by the Customer in one of two ways:

- By entering your e-mail address in the registration form on the website: <https://skilldeposit.com>, - by clicking the checkbox "I confirm familiarization with the offer and rates, as well as consent to the processing of personal data." and clicking the button "Register".
- By entering your e-mail address in the form available when selecting a particular educational course on the website: <https://skilldeposit.com>, - or by clicking on advertising links to the course received by the Customer from other sources, and clicking the "Try" button next to which there is a note "By clicking on the "Try" button you confirm familiarization with the offer and rates, as well as consent to the processing of personal data".

This public offer is inextricably linked to the User Agreement posted at [https://client.skilldeposit.com/static/common/user\\_agreement.pdf](https://client.skilldeposit.com/static/common/user_agreement.pdf).

## **AGREEMENT ON THE PROVISION OF EDUCATIONAL SERVICES IN THE FORM OF REMOTE ACCESS TO EDUCATIONAL COURSES**

### **Section 1. Terms and definitions**

In the Contract, unless otherwise expressly implied from its text, the terms specified below shall have the following meanings:

**1.1. Parties** - the Contractor and the Customer when referring to them jointly.

**1.2. Platform** - a complex object of intellectual rights, multimedia product "skilldeposit" (information system), the exclusive right to which belongs to the Contractor, available on the Internet at the address: <https://client.skilldeposit.com>, consisting of a set of data and commands presented in an objective form, intended for the functioning of computers and other computer devices to obtain a particular result, including a program shell for interactive (multimedia) interaction with the information contained in the program and generated by the program. The result, in this case, is understood as the organization of the Customer's self-learning process on the subject chosen by him, and the audiovisual display is a set of information, texts, graphic elements, design, images, photo and video materials, and other objects of intellectual property, which are accessed by providing the Customer with an opportunity to use various data and commands.

**1.3.Site** - Website is a composite work representing a set of information, texts, graphic elements, design, images, photo and video materials, and other results of intellectual activity contained in an information system that ensures the availability of such information on the Internet within the domain zone <https://skilldeposit.com>.

**1.4.Registration** - provision by the Customer to the Contractor of information about his e-mail address, aimed at expression of the Customer's will to conclude the Contract with the Contractor and carried out through the functionality of the Platform in one of the following ways:

- By entering your e-mail address in the registration form on the website <https://skilldeposit.com>, clicking the checkbox "I confirm familiarization with the offer and rates, as well as consent to the processing of personal data" and clicking the button "Register".

- By entering your e-mail address in the form available when selecting a particular educational course on the site, - or by following advertising links to the course received by the Customer from other sources, and clicking the buttons "Try", "Start learning" or "Pay", next to which there is a note "By clicking on the button, I agree with the privacy policy, policy of processing personal data and the offer".

**1.5.Personal Account** - a set of secure pages of the Platform created as a result of the Customer's Registration and available when the Customer enters his authentication data (e-mail address, password, which is automatically generated by the Platform during the Customer's registration, sent to the e-mail address specified by the Customer and can be subsequently changed by the Customer or the Executor at the Customer's request) in the fields (form) provided for this purpose on the Website. Legally significant actions performed by the Customer through his Area are performed with his simple electronic signature, where the identifier and key of the electronic signature are his authentication data.

**1.6.Course** - a specific part of the information contained in the Platform, access to which is transferred by providing the Customer with specific data and commands, consisting of a set of interrelated lessons and materials (texts, photos, and video materials, other objects of intellectual rights), united by a single topic, arranged in a specific sequence and aimed at the Customer's independent acquisition of knowledge, skills, abilities, and competencies on the relevant subject.

**1.7.Class** - a section of training conducted through the functionality of the Platform.

**1.8. Rate** - the cost of the Contractor's services to provide access to a particular Course. The Executor publishes rates by displaying the cost of services on giving access to specific Courses (including parts of the Courses according to the ways of providing access to the Courses) on individual pages of the Courses on the Platform. They are valid for the Customer at the time of payment of the cost of the Executor's services on providing access to a specific Course.

**1.9. Content** - messages, comments, etc., including copyright objects, posted by the Customers on the Platform.

**1.10. Promotion**- This is a marketing event aimed at increasing sales volumes, attracting the Customers' attention to the Contractor's services, and limited time. The action is not a gambling lottery, does not contain an element of risk, does not pursue the purpose of the Contractor's profit or other income, and is conducted by the conditions established in this Offer.

**1.11. Participant** - the Customer, who has purchased remote access to the part of the Platform (lending), on which a certain Course, participating in the Action, is placed. Employees of the Contractor, family members of these employees, individuals with whom the Contractor has civil law contracts, employees of organizations engaged by the Contractor to conduct the Action, as well as their family members are not allowed to participate in the Action.

**1.12. Rewards-**material remuneration to the Participant of the Action from the performer. Prizes are not exchangeable and are not given in cash equivalent. The prize is the following items: iPhone 14 Pro 256gb, Space Black, iPhone 14 pro 256gb Deep Purple, iPhone 14 pro 256gb Space Black.

## **Section 2: Subject matter of the Contract**

2.1 The Contractor is obliged to provide the Customer, free of charge, through the information and communication network "Internet" remote access to the Platform, which contains a list of Courses available for the Customer to master, as well as individual pages of specific Courses, where information about the cost, content, duration is known. The Contractor does not set the schedule of the Courses, allowing the Customer to study at a convenient time. Upon the Customer's written request sent to the Contractor's e-mail address specified in clause 15.2 of the Agreement, the Contractor sends the Customer detailed information about the Course to the Customer's e-mail specified by the Customer during Registration.

2.2. Educational services on providing remote access to specific educational Courses (parts of the Platform containing data and commands necessary for access to particular Courses) are rendered at the Customer's requests (the Agreement is a framework Agreement) subject to payment of the relevant remuneration according to the Rates. Submission of applications, payment of compensation, and provision of access to specific Courses shall be carried out by the procedure set out in Sections 3 and 4 of the Agreement. The application submitted by the Customer is not obligatory for the Contractor. It does not entail granting the Customer access to a particular Course before payment of the relevant remuneration according to the rate.

2.3. Upon additional written agreement with the Contractor, access to the Platform and specific Courses may be granted to a third party, which the Client indicates, thus assuming responsibility for the actions of the third party as for his own. In this case, the third party is equal to the Customer and has all the same rights and obligations as the Customer unless otherwise expressly stated in the Agreement.

2.4. Services on providing remote access to a particular Course are considered to be rendered by the Contractor in full from the moment of delivering the Customer with access to the Course (more details in Section 3 of the Agreement) regardless of whether the Customer has used the Course.

2.5 The subject of services rendered by the Contractor is limited to providing access to the materials of specific Courses, the composition of which is predetermined. The Parties understand and agree that the subject of the services rendered does not imply for the Customer the feedback of the authors (compilers) of the Courses or other experts and teachers. The Customer assumes all responsibility for independent bona fide mastering of the Courses and obtaining additional basic knowledge objectively necessary for successful mastering of the Courses, getting of which the Courses do not provide the Customer.

2.6. In case the Customer has mastered a particular Course, which is expressed in the study of all Course materials to 100 (one hundred) percent, the Contractor shall issue to the Customer a training document (certificate) certifying such mastering. A scanned image of the certificate is sent to the Customer at the e-mail address specified by the Customer during Registration. Upon the Customer's written request, a copy of the certificate certified by the Executor may be issued or sent to the Customer by mail.

## **Section 3: Rules for granting access to the Course**

3.1 Providing remote access to the Course means providing access to a particular set of data and commands that allow interactive interaction with the part of the Platform corresponding to a specific Course or its position, considering clause 3.4 of the Agreement.

3.2 The Executor provides the Customer (if he/she has made the Registration) with remote access to a particular Course automatically upon payment.

3.3 The Executor additionally informs the Customer about the access to the Course in the order in which it is declared, and the access is granted to the Customer upon payment in full.

3.4 The Course consists of single Classes/Modules. The Customer shall study on a schedule convenient for him/her.

#### **3.4.1. Method №1. Full prepayment:**

3.4.1.1. When the Customer pays the full price of the Course immediately according to the Rates, he/she is granted access to the Course. From this moment the services of providing access to the Course are considered to be rendered in full.

3.4.1.2. The Customer's access to the Courses is provided by the following means (rates):

- Basic subscription (access is granted to all Platform Courses).
- Light subscription (access is granted to the Platform Course added to the personal account first).
- Separate Course (purchase of a separate Course, relevant for the Customer, access to the Course is provided for the entire period of the Platform).

3.4.1.3 Upon expiry of the Basic Subscription Rate, the Customer loses the Courses available under the subscription, except for the Course added to the personal account first (clause 5.6 of the Agreement). Full access to the Platform shall be resumed only if the cost of the basic subscription is charged again.

3.4.1.4 Upon expiration of the subscription under the "Light Subscription" rate (in case of cancellation of the subscription or in case of unsuccessful debiting of the subscription cost within 90 calendar days), the Customer loses the Courses available under the subscription.

3.4.1.5 Courses purchased outside the subscription - remain available to the Customer.

#### **3.4.2 Method No. 2. Subscription:**

##### **3.4.2.1 Basic Subscription Rate.**

3.4.2.1.1 The basic subscription providing access to all Platform Courses shall be paid by the Customer as follows:

3.4.2.1.1.2.1 For the first 7 (Seven) calendar days, an initial charge of 0 (Zero) dollar/euro 10 (ten) cents/euros shall be made for the basic subscription according to the user's currency.

3.4.2.1.2.2.2 In case of purchase from the territory of Armenia for the first 7 (seven) calendar days, an initial charge of 39 (thirty-nine) AMD 00 (zero) lum will be made for the basic subscription.

3.4.2.1.3.1 Upon expiration of the specified term, periodic recurring recurring charges of 2 (two) dollars/euro 99 (ninety-nine) cents/euro will be made for the basic subscription according to the user's currency.

3.4.2.1.3.2 Upon expiration of the specified term, in case of purchase from the territory of Armenia, periodic re-writing of the basic subscription cost in the amount of AMD 999 (nine thousand ninety-nine) 0 (zero) lum is made.

3.4.2.1.4 Further payment and provision of access to the Course to the Customer shall be made in accordance with clause. 4.5 of the Agreement upon expiration of 7 (seven) calendar days after each repeated debiting in the amount specified in clause 3.4.2.1.1.3. of the Agreement.

3.4.2.1.5. Upon expiration of the duration period of the Courses, the Customer retains access to the Courses. Access may be terminated only in case of non-payment of the subscription by the Customer in accordance with the procedure stipulated in clause. 4.6 of the Agreement.

#### **3.4.2.2. Rate «Light Rate».**

3.4.2.2.1 During the period of validity of the "Light Subscription" Rate, the Customer retains access only to the Course that was first added to the Personal Account.

3.4.2.2.2.1 The cost of the "Light Subscription" Rate is 0 (zero) dollars/euro 99 (ninety-nine) cents/euros, according to the user's currency, for the paid subscription period, which is 30 (Thirty) calendar days.

3.4.2.2.2.2 In case the access was purchased from the territory of Armenia, the cost of the "Light Subscription" Rate is AMD 299 (three hundred ninety nine) 0 (zero) per paid subscription period, which is 30 (Thirty) calendar days.

3.4.2.2.3 Activation of the "Light Subscription" Rate is performed automatically without the Customer's participation in one of the following cases:

- Four (4) unsuccessful attempts to recharge the basic subscription every seven (7) calendar days.
- When the Customer cancels the basic subscription.

3.4.2.2.4 If the above cases occur, each subsequent debit of the "Light Subscription" rate shall be made once every 30 (thirty) calendar days.

3.4.2.2.5 The Contractor has the right but is not obliged to independently establish a delay in writing off the cost of the "Light Subscription" rate for one to six months. The Executor alone decides on the granting of the "Light Subscription" rate- free of charge depending on the progress of the Customer's mastering of the Courses or for other reasons.

3.4.2.2.6. After activating the "Light Subscription" rate. The Customer has the right to activate access to a new course at any time by clicking on the card of any course in the course catalog or through the settings in the personal account.

3.4.2.2.7 In this case, the Customer can write off the cost of the "Basic Subscription" rate again. If the write-off is successful, the "Light Subscription" rate is automatically terminated, and the Customer is moved to the "Basic Subscription" rate. In case of unsuccessful debiting of funds, the "Light Subscription" rate continues its validity.

3.4.2.2.8. The Customer who has made payment but has not added a course to his/her Personal Area upon switching to the "Light Subscription" rate has the right to add any method to his/her Personal Area, but not more than one.

### **3.4.3 Method #3. Full prepayment using third-party installment services:**

3.4.3.1. The possibility of providing the Customer with access to the Courses by this method is provided by placing by the Contractor on the Website the elements of third-party electronic installment services offered by credit organizations.

3.4.3.2. Within the framework of this method, access to the Courses is provided to the Customer in the same way as within the framework of method No. 1 (full prepayment), but the payment is made at the expense of the credit organization. The content of the Customer's legal relations with the credit organization is determined by their agreement and does not depend on the Executor. The Executor shall not be liable for non-fulfillment or improper fulfillment by the credit organization of its obligations to the Customer, as well as for non-fulfillment or improper fulfillment by the Customer of its obligations to the credit organization.

3.4.3.5 The Course content (including the topics of individual Classes, their content, number and authorship, and/or rates may be changed unilaterally by the Executor in case of timely updating of the relevant information on the Platform. Changes in the Course content or rate after providing the Customer with access to it do not entail recalculation of the cost of the Contractor's services and, accordingly, the obligation of the Contractor to return the money paid by the Customer (in full or in part) or the obligation of the Customer to pay additional remuneration.

## **Section 4: Procedure for Payment of Fees and Subscriptions**

4.1. The opportunity to enter bank card payment data to pay the rate is provided to the Customer after clicking the "Start Training" button on the page of a particular Course on the Platform, or after clicking the "Subscribe" button on the main Platform's landing page, or after clicking the "Subscribe" or "Open Access" buttons in myAlpari, or by clicking on the advertising links to the course received by the Customer from other sources and clicking the "Try" button, next to which there is a note "By clicking on the "Try" button you confirm your familiarization with the offer and rates, as well as consent to the processing of personal data".

The amount of payment varies depending on the method chosen by the Customer to provide access to the Course.

4.2 If the Customer has chosen the method of providing access to Course No. 2 (Subscription), further payment of the rate for the main subscription is made in accordance with clause 3.4.2.1. of the Agreement by automatic debiting of funds according to the rates from the bank card, payment cards, and other payment methods.

4.3. Access to the Course in full is provided upon payment of subscriptions in accordance with the procedure established by the rates.

4.4. After the Customer has independently initially debited the cost of the basic subscription, the payment of repeated debiting of the cost of the basic subscription is made by automatic debiting every 7 (Seven) calendar days - at a cost of 2 (two) dollars/euro 99 (ninety-nine) cents/euro according to the currency of the user.

4.5 If the first attempt to recharge the basic subscription is unsuccessful, the subscription will be suspended. After 4 (Four) unsuccessful attempts to debit the basic subscription every 7 (Seven) calendar

days, the current rate will be automatically changed to the "Light Subscription" rate described in clause 3.4.2.2 of the Agreement.

4.6. If the debiting of funds in the amount corresponding to the cost of the initial/repeated debiting of the "Basic Subscription" rate is successful, the obligation to pay for the subscription for the respective period shall be deemed to have been fulfilled.

4.7. Under successful debiting of funds from the Customer (both automatically and when the Customer enters the payment data of the bank card) in case of initial/repeated debiting of the cost of the basic subscription the Parties understand the receipt of funds to the Executor's settlement account. The date of fulfillment of the Customer's obligation to pay for the Contractor's services is the date of receipt of funds to the Contractor's settlement account.

4.8. If the "Light Subscription" rate is unsuccessful, the next attempt to debit is made every 30 (Thirty) calendar days. If, after ninety (90) calendar days, the Light Subscription Rate has not been debited, the subscription to the Light Subscription Rate will automatically terminate. The Customer's access to the Course provided in clause 3.4.2.2.1 is terminated.

4.9. The Contractor does not control the hardware and software complex of the electronic payment system (clause 4.1 of the Agreement). If, as a result of such errors, the Customer's funds were debited, but the electronic payment system did not authorize the payment, and the funds were not received in the Executor's settlement account, the obligations to return the funds to the Customer lie with the provider of the electronic payment system.

4.10. If the Customer has chosen the method of providing access to Course № 3 (full prepayment using third-party installment services), then the receipt of funds to the Executor's settlement account is provided by the functionality of the installment service chosen by the Customer. The Customer's obligation to pay for the Contractor's services shall not be deemed fulfilled until the funds are received in the Contractor's current account, regardless of the state of legal relations and settlements between the Customer and the credit organization providing the installment service.

## **Section 5: Opting out of automatic debit and unsubscribing. Money refund policy**

5.1. The Customer has the right to refuse the automatic debiting of funds and/or subscription (basic or subscription to the rate "Light-subscription") at any time by sending a written application from the e-mail address specified during Registration to the e-mail address of the Contractor specified in clause 15.2 of the Agreement. The use of another e-mail address or another method of communication by the Customer is possible only upon undisputed confirmation of the ownership of the bank card from which the funds are debited.

5.2. The Customer's application for refusal from automatic debiting and/or subscription shall contain an indication of which specific Courses the Customer refuses from automatic debiting and/or from which date he wishes to terminate the subscription. The absence of such instructions releases the Executor from the obligation to satisfy the Customer's application.

5.3 The Customer's applications for refusal from automatic debiting shall be submitted in advance - not later than 5 (five) working days before the date of the next debiting or the date of subscription termination chosen by the Customer. Failure to comply with this deadline:

- Releases the Contractor from responsibility for automatic debiting of funds on account of payment of the Rates, which took place within 5 (five) working days after the Contractor received the Customer's application.
- Shall entail termination of the subscription not from the date specified by the Customer but upon expiration of 5 (five) working days after receipt of the Customer's application by the Contractor.

5.4 The Customer also has the right to cancel the basic subscription using the functionality of the Platform - by clicking the "Cancel Subscription" button in the "Access Control" section in the settings of myAlpari. Or by going to the settings, clicking the "Payment Data" button, the "Settings" button and the "Cancel Subscription" button under the current Light Subscription to cancel the "Light Subscription" rate.

5.5 The Customer has the right at any moment after submitting an application for access to a particular Course and payment of remuneration according to the rates to refuse to provide him/her with access to this Course (to cancel the Agreement in the part of the relevant application) by sending a written application from the e-mail address specified during Registration to the e-mail address of the Contractor specified in clause 15.2 of the Agreement.

5.6 If the Customer cancels the basic subscription after paying the repeated debit of the basic subscription fee, the Customer's access to the courses available at the "Basic Subscription" rate is terminated. The Customer is transferred to the "Light Subscription" rate; in this case, the Customer's access to the paid Courses is terminated, except for the Course that was added by the Customer to myAlpari first.

5.6 Since the services of providing access to a particular Course are considered to be rendered in full immediately at the moment of providing such access, and the Customer has the opportunity to use the Course in full immediately after the key to it is provided (including by downloading the Course materials to a personal storage medium), the Customer's refusal to access a particular Course (as well as changing the Course content) or the Agreement as a whole after providing the Customer with access to the Course does not entail a refund to the Customer.

5.7 In exceptional cases, the Customer may have the right to refund the money paid for access to a particular Course (in full or in part) if such access was not provided to the Customer (for example, due to a technical error or due to the termination of the Contractor's provision of services to access this Course. In this case, if the Customer used method No. 3 of providing access to the Course (clause 3.4.3 of the Agreement), the Executor returns to the Customer only its remuneration (in full or in part), but not interest and other expenses incurred by the Customer in connection with the use of third-party installment services.

5.8 The refund to the Customer in cases stipulated in clause. 5.7 of the Agreement is carried out within 10 (ten) working days after the Executor receives a scan-image of a written application for refund signed by the Customer in his own hand (indicating the amount and grounds for refund and attaching a scan-image of the identity document), sent from the e-mail address specified in the Registration to the Executor's e-mail address specified in clause 15.2 of the Agreement, provided that the Executor receives the original copy of this application. Transfer of the original copy is made by the Customer by mail to the Contractor's legal address specified at the end of the Contract.



5.9 The refund shall be made as a general rule to the bank card from which the Customer paid the money. The Executor shall satisfy the Customer's request to return the funds in any other way only if the Customer indisputably proves that the bank card from which the payment was made belongs to the Customer.

### **Section 6: Providing access to the Platform and information support**

6.1 The Contractor undertakes to ensure the availability of the Platform for the Customer at any time, except for the periods of suspension of the Platform according to clause 6.3 of the Agreement.

6.2 In addition to the periods of suspension of the Platform operation according to clause 6.3 of the Agreement, the Contractor undertakes to ensure accessibility of the Courses, access to which was granted to the Customer, at any time during the periods of duration of these Courses, during the period when the Customer maintains the subscription, as well as in case of cancellation of the subscription in the cases specified in clause 3.4.1.3. of the Agreement.

6.3. The Contractor undertakes to carry out preventive and repair works on the Platform as necessary, as well as works to eliminate errors/faults in the technological part of the Platform. For this purpose, he is granted the right to suspend the Platform in full or in part of specific Courses for a reasonable period.

6.4 The Contractor undertakes to provide information support to the Customer during the periods of duration of these Courses, to which the Customer has been granted access, as well as during the period of the Customer's subscription, on the issues of rendering services under the Agreement and the Platform operation on working days from 11:00 to 20:00 Tbilisi, which the Customer sends to the e-mail address specified in clause 15.2 of the Agreement.

6.5 The Contractor shall have the right to suspend the Customer's access to the Platform in case the Customer violates this Agreement, including in case the Customer fails to provide all necessary information or provides incomplete and/or unreliable information required for rendering services under the Agreement.

### **Section 7. Intellectual Property**

7.1. The exclusive right to the Platform, including its parts (specific Courses), belongs to the Contractor, or the Contractor has obtained all necessary rights and authorizations, in connection with which the Customer is obliged:

- Refrain from any actions that violate the Executor's exclusive rights to the Platform and its parts. In particular, do not copy, record, reproduce, or distribute the content of the Course without the written permission of the Executor.

- Immediately inform the Executor about any facts of violating the Executor's exclusive rights that have become known to him.

7.2 The Customer has the right to use the Platform within the provided functionality and interactive interaction with the available information for the entire time of access to the Platform by the Agreement. The Customer's use of the Platform, its content and components (as a whole or in fragments), and other technical solutions developed by the Contractor does not mean the transfer (alienation) to the Customer and/or any third party of the rights to the results of intellectual activity as a whole or in part

## Section 8. Content

8.1 The Customer has the right to place Content on the Platform, if such possibility is provided by the Platform functionality. When posting the Content, the Customer grants the Contractor a perpetual consent to use the Content on the territory of all countries of the world in the following ways:

8.1.1. Reproduce (copy) the Content.

8.1.2. Distribute the Content.

8.1.3. Publicly display the Content and its separate parts without observing their sequence.

8.1.4. Translate or otherwise process the Content.

8.1.5. Make the Content available to the public in such a way that any person can access the work from any place and at any time of his/her own choosing.

8.2 If the Customer discovers any information, including Content, violating his legal rights and interests on the Website, the Customer can apply to the Contractor by sending a message to the e-mail address specified in clause 15.2 of the Agreement. In the application, it is necessary to state the essence of the violated rights and interests, indicate the relevant information, attach documents confirming the legality of the claims, provide details, including passport and contact information, allow consent to the processing of personal data in connection with the sending of such an application.

8.3.Placement of the Content by the Customer is permitted subject to the following:

8.3.1.Content must correspond to the subject matter of the Website. The Executor, at its own discretion, determines the compliance of the Content with the subject matter of the Website and has the right to remove the Content if it does not meet this criterion.

8.3.2.it is forbidden to place any links to other Internet sites without agreement with the Contractor. The Executor has the right to delete such information posted by the Customer.

8.3.3.it is prohibited to post information that violates the rights and legitimate interests of third parties, including intellectual, as well as information that:

- contains threats, discredits, insults, obscene language, defames honor and dignity or business reputation, or violates the privacy of users of the Site, third parties, the Executor.

- violates the rights of minors

-is vulgar or obscene, contains obscene language, contains pornographic images and texts or scenes of a sexual nature involving minors

- contains scenes of violence or inhuman treatment of animals

- contains descriptions of means and methods of suicide, any incitement to commit suicide

- propagandizes and/or contributes to incitement of racial, religious, or ethnic hatred or enmity

propagandizes fascism or ideology of racial superiority

- contains extremist materials
- promotes criminal activity or contains advice, instructions, or manuals for committing criminal acts
- contains restricted information, including but not limited to state and commercial secrets, information about the private life of third parties
- contains advertising or describes the appeal of drug use
- is fraudulent
- contains intrusive ways of attracting attention to its publication, including (but not limited to) headings in capital letters, several punctuation marks, non-standard font, etc...
- is of advertising nature and is not agreed with the Contractor

8.4. The Executor has the right to edit or delete the Content posted by the Customer on the Website.

8.5. It is not allowed to use the Site:

- for mass distribution of information (including spam mailing), as well as downloading, storing, publishing, distributing, or providing access to third parties to any software that allows to make changes in the normal functioning of the Site.
- or realization by the Customer of any entrepreneurial activity or any activity aimed at extraction of income, except for the cases directly specified in the Agreement or other agreements between the Contractor and the Customer, or in unilateral documents of the Contractor, the conditions of which refer to the Customer.

## **Section 9. Confidentiality**

9.1 The Parties accept and undertake to comply with the Privacy Policy posted on the Website at the address: [https://static.skilldeposit.com/docs/privacy\\_policy.pdf](https://static.skilldeposit.com/docs/privacy_policy.pdf) and being an integral part of the Agreement. The Customer understands and agrees that if the Contractor publishes a new version of the Privacy Policy on the Website, the Customer shall be deemed to have agreed with it unless he/she notifies the Contractor to the contrary and withdraws from the Agreement by clause 11.5 of the Agreement. This section of the Agreement establishes additional privacy provisions that have priority over the specified Privacy Policy.

9.2. Confidential information includes any information related to the process of rendering services by the Contractor which is not published in the public domain and is not available for public input. The Customer undertakes not to disclose confidential information and other data provided by the Contractor in the course of rendering services (except for publicly available information) to third parties without prior written consent of the Contractor.

9.3. As part of the provision of services, the Customer may be provided access to the software of third-party right holders, including internal information systems and websites (hereinafter - the Software) through the Platform. In this case, the Customer may not perform any actions with the Software except those necessary for mastering the Course. The term of granting the right to use such Software is limited to the period of getting the Course or during which the use of such Software is necessary for mastering the Course or a specific part thereof. The Customer is obliged to keep confidentiality of information regarding the Software and may not disclose it without the consent of the copyright holder of such Software. If any Software is created or redesigned, the Customer shall transfer the exclusive right to the redesigned Software or the designed Software to the Company providing access from the moment of creation or redesign free of charge, unless otherwise explicitly agreed by the Parties.

9.4 The Customer has no right to provide his authentication data for access to the Personal Account to third parties, as well as to transfer, disclose, or in any way divulge to third parties without the prior written consent of the Contractor the content of the Course, which is at the disposal of the Customer after granting him access to a particular Course.

9.5 To protect authentication data and other confidential information placed on the Customer's technical devices, the Customer undertakes to independently install anti-virus software on the technological devices and maintain its timely update. If the Customer's failure to use anti-virus software, use of unlicensed (illegally acquired) anti-virus software, or untimely updating of threat signatures by the Customer will result in unauthorized access to authentication data and other confidential information by third parties, the Customer shall bear all responsibility for the consequences of unauthorized access.

## **Section 10. Responsibilities of the Parties**

10.1 The Parties shall be liable for non-fulfillment or improper fulfillment of obligations under the Contract.

10.2 The Contractor shall not be liable for the availability and quality of the Customer's connection to the Internet and the functioning of the Customer's equipment and software.

10.3 If the Customer fails to fulfill the obligation stipulated in paragraphs 9.3 of the Agreement and the Contractor reveals the fact of third-party access to the Course content through the fault of the Customer, the latter is obliged to pay an offsetting penalty in the amount of 1000 (one thousand) dollars for each case of violation of the above obligation at the written request of the Contractor.

10.4. In case the Customer violates the terms and conditions of the Agreement (including, but not limited to, those stipulated in Sections 7-9 of the Agreement), the Executor has the right to terminate the Customer's access to the Personal Account, as well as deprive the Customer of access to the Platform or a particular Course(s).

10.5 The Contractor shall not be liable for the content of information posted by third parties in chats and messenger channels of social networks related to the Platform, including the use by third parties of personal data that the Customer leaves in such discussions.

10.6 The Platform and its software tools, including the Personal Account, are provided "As Is". The Customer bears the risk of using the Platform. The Contractor shall not be liable for non-fulfillment or improper fulfillment of obligations under this Agreement, as well as for possible damage resulting from:

- failures in the operation of the Platform and (or) other software, which occurred through no fault of the Contractor due to errors in the code, computer viruses, and other extraneous code fragments in the software.

- absence (impossibility to establish, terminate, etc.) of Internet connections.

Establishment of state regulation (or regulation by other organizations) of business activities of commercial organizations on the Internet and/or establishment by the said entities of one-time restrictions that complicate or make impossible the performance of this Agreement.

- other cases related to the action (inaction) of Internet users and/or other subjects aimed at worsening the general situation using the Internet and/or computer equipment.

- use (impossibility of use) and any consequences of the Customer's use (impossibility of use) of the form of payment for the services under the Agreement.

10.7. Taking into account cl. 2.6 of the Agreement, the Contractor shall not be liable to the Customer for the inconsistency of the content of specific Courses with the Customer's expectations, as well as for the Customer's failure to obtain knowledge, skills, abilities, competencies, which he expected to obtain as a result of mastering the Course, or for the Customer's inability to understand the content of the Course (successfully master the Course) due to his lack of the necessary basic knowledge and competencies. At the same time, the Customer has the right to demand a commensurate reduction in the cost of services rendered or compensation for losses (as well as use other means of protection provided by law), if he proves that the content of a particular Course clearly does not correspond to the description of the Course presented on the Site or objectively does not have the consumer value that any person can reasonably expect based on the description of the Course presented on the Site.

## **Section 11. Term of validity and procedure for amendment and termination of the Contract**

11.1 The Agreement comes into force from the date of its acceptance by the Customer through Registration and is valid indefinitely.

11.2 The Agreement may be terminated at any time by the Customer unilaterally out of court by sending a written notice of withdrawal from the Agreement (if the Customer wishes to remove from the Platform all information about him, including authentication data of the Personal Account, he must explicitly indicate this in the notice) to the e-mail address of the Contractor accordingly according to clause 15.2 of the Agreement from the e-mail address of the Customer specified by him during Registration. Using another e-mail address or another method of communication by the Customer is only possible if it is undisputedly confirmed that the e-mail address specified by the Customer during Registration belongs to him.

11.3 The Agreement in terms of providing the Customer with access to a particular Course (including subscription) can be terminated by the Contractor unilaterally out of court, but only on condition of full compensation of the Customer's losses, by sending a written notice of withdrawal from the Agreement to the Customer's e-mail address specified by him at Registration.

11.4. From the moment of the Contract termination, all obligations of the Parties under the Contract shall be terminated, except for the duties related to providing access to the Courses on the Customer's already submitted and paid applications under the Contract.

11.5. The Parties understand and agree that the terms and conditions of the Agreement may change when the Contractor publishes a new public offer on the Website. The Customer accepts such a new offer, which will be carried out automatically when the Customer enters the Personal Account (enters his authentication data on the Website). Suppose the Customer disagrees with the amended terms and conditions of the Agreement. In that case, he/she shall be obliged to send the Contractor a corresponding written application for withdrawal from the Agreement in accordance with clause 11.2 of the Agreement. He/she shall not be entitled to submit new applications for granting access to specific Courses or pay remuneration for the applications already submitted by him/her for granting such access. About the applications already submitted and paid by the Customer for the provision of access to specific courses, the Agreement shall continue to be valid on the terms and conditions of this offer.

11.6 The terms and conditions of the Agreement shall apply to the relations of the Parties arising before the conclusion of the Agreement.

## **Section 12. Processing of personal data**

12.1. The Customer gives his consent to the Contractor to process his personal data, specified by him during Registration, as well as in the Personal Account under the conditions stipulated by the Personal Data Processing Policy, posted on the Website at: [https://skilldeposit.com/docs/personal\\_data](https://skilldeposit.com/docs/personal_data). The Customer understands and agrees that in case the Contractor publishes a new version of the Personal Data Processing Policy on the Website, the Customer shall be deemed to have agreed with it unless he/she notifies the Contractor to the contrary and withdraws from the Agreement in accordance with clause 11.5 of the Agreement.

12.2 The Customer agrees to receive from the Contractor messages, letters to e-mail, as well as other types of mailings and notifications of an informational nature (oral and written), using any means of communication, including, but not limited to the following: e-mail, telephone, postal mailings.

12.3. The Customer agrees to receive from the Contractor messages, letters to e-mail, as well as other types of mailings and notifications of an advertising nature (oral and written), using any means of communication, including, but not limited to the following: e-mail, telephone, postal mailings.

12.4. The Customer agrees to use the Contractor the Customer's feedback about the Contractor and its services, left by the Customer in the official groups (channels) of the Contractor in social networks and messengers, in order to place such feedback on the official websites of the Contractor, in informational and advertising materials of the Contractor.

12.5 The Customer gives his consent to the Contractor to publicize and further use the image of the Customer in photo, and video materials, as well as fixed in independent frames of such video materials, as well as fixed in any other objects of the image in order to place such image on the official sites of the Contractor, in informational and advertising materials of the Contractor and any other purposes related to the activities of the Contractor and not contrary to the current legislation. This consent shall apply to any objects created by the Contractor during the period of access to the Platform by the Customer, as well as received from the Customer during this period.

12.6 The Customer agrees to receive advertising and informational material from the Contractor's partners in order to possibly receive various incentives (bonuses, discounts) from them. The conditions of receiving and the amount of incentives are determined by the Contractor's partners independently. In case of a change of conditions of encouragement from the Contractor's partners, the Contractor has the right to change, add, and remove bonuses from partners, sending a written notice to the Customer to the e-mail address specified by him during Registration. In case of such changes, the Customer shall not have the right to require the Contractor to leave the previous terms of bonuses from partners and shall not be entitled

to demand any payments or reimbursement of losses in connection with such changes. The Customer understands and accepts that the Executor does not independently make any changes from partners, is not responsible, and does not control such changes.

12.7. By taking part in the Promotion the Customer gives his consent to the Executor to process his personal data, specified by him at Registration and in the Personal Account, in order to enable the Participants to receive the Prizes and messages about the right to the Prize, to inform the Participants about the procedure of the Promotion and receipt of the prizes, as well as for the purpose of marketing analysis and preparation of statistical information.

12.8. The consents listed in clauses 12.1, 12.2, and 12.5 of the Agreement may be withdrawn by the Customer at any time only by sending a true copy of a written application signed by the Customer in his hand, containing, among other things, the Customer's authentication data (e-mail specified by him during Registration and password for access to the Personal Account) by mail to the legal address of the Contractor specified at the end of the Agreement.

12.9 The Customer may withdraw the consent specified in clause 12.7 of the Agreement at any time by sending a notice to the Operator to the Operator's e-mail address support@skilldeposit.com with the remark "Withdrawal of consent to the processing of personal data for participation in the Promotion." At the same time, withdrawal of consent entails automatic termination of participation in the Promotion of the Customer who withdrew his personal data.

12.10 The Customer may withdraw other consents listed in this section of the Agreement by sending a written application to the e-mail address of the Contractor specified in clause 15.2 of the Agreement. The Customer's application for withdrawal of consent to the processing of personal data shall indicate what kind of consent about this section of the Agreement is withdrawn by the Customer.

12.11. Taking into account that the consents stipulated in cl. The consent is provided for in clauses 12.1 and 12.2 of the Agreement. 12.1 and 12.2 of the Agreement are objectively necessary for the execution of the Agreement and the correct functioning of the Platform. In case of withdrawal of these consents by the Customer, the Contractor shall be entitled to terminate the Agreement unilaterally (out of court) by clause 11.3 of the Agreement or restrict the Customer's access to the Platform without imposing any legal liability on the Contractor.

### **Section 13. Participation in the Action**

13.1. The Organizer of the Action is the Contractor.

13.2. Information about the Promotion, its terms and conditions is specified in this Offer and in certain bandings containing information about this or that Course.

13.3. The Promotion is held once every two weeks. The exact start and end dates of the Promotion are not defined and are set at the discretion of the Provider.

13.4. Participation in the Promotion is free of charge.

13.5. To participate, the Customer must:

- During the Promotion period, navigate to the Course's website, which contains information about the Promotion.

from this webpage to make a trial subscription (costing 0 (Zero) dollar/euro 10 (ten) cents/euro cents according to the user's currency) for access to the Course. As of the following week, access to the Course,

on whose landing page you can participate in the Promotion, will be charged 2 (Two) dollars/Euro 99 (ninety-nine) cents/Euro according to the user's currency.

13.1. The Customer warrants that by purchasing a trial subscription it:

- Familiarized with this Offer in terms of participation in the Promotion, unconditionally agrees to participate in the Promotion on the specified conditions.
- Becomes a candidate for the Prize.
- Confirms that participation in the Promotion is not a guarantee of receiving the Prize.
- Is familiarized that in case of victory the Winner is obliged to pay all taxes and other existing mandatory payments related to the receipt of the Prize in accordance with the current legislation.
- Agrees that the results of the Promotion are final and are not subject to revision.

13.1. One and the same participant can make only one trial subscription purchase during the whole period of the Promotion stage.

13.2 The winner is determined on the day after the end of the Promotion stage using the website <https://www.random.org/>.

The participant, who won the stage of the Promotion, should submit to the e-mail of the Executor within 5 (five) working days:

- surname, first name, middle name, date of birth;
- postal address for sending the Prize;
- other necessary information at the Executor's request.

13.1. The Contractor shall have the right to:

- In its sole discretion to unilaterally terminate, modify or temporarily suspend the Promotion if the Promotion or any stage thereof cannot be carried out through no fault of the Executor.

Exclude from participation in the Promotion at any stage, including from the Winners, customers who:

- Do not meet the requirements of the participants of the Offer, set forth in clause 1.11 of the Agreement.
- Who has committed a violation of this Offer.
- Have not fulfilled the Executor's requirements necessary for the delivery of the Prize.
- In respect of which there will be reasons to believe that the purchase of the service was falsified.

Exclude a Participant recognized as a Potential Winner from participation in the Promotion if:

- Violated the requirements of clause 13.10. of the Agreement.
- His/her e-mail is invalid/blocked.
- Refused to provide information for the delivery of the Prize, to sign, if necessary, the consent to the processing of personal data and/or consent to the delivery of the Prize, as well as the act of acceptance and transfer of the Prize.

13.2. In the cases specified in clause 13.11, the Executor has the right to choose another Winner.



13.3. The Executor within 5 (five) working days from the moment of determination of the Winner of the action stage contacts him/her by e-mail specified at registration on the Site.

13.4. The prize is transferred to the Winner of the stage of the action by sending the Prize to the Participant by mail not later than 5 (five) working days from the moment the Participant informs the Organizer of the postal address for sending the Prize. The Organizer shall bear the expenses for postage of the prize.

13.5 From handing over the Prize to the Winner, the Contractor shall be deemed to have fulfilled its obligation to deliver the Prize. From receipt of the Prize, the Winner bears the risk of accidental loss or damage.

13.6. The Executor shall in no way reimburse or compensate for any losses, costs, and any other expenses that may arise for the Participant of the Promotion in connection with participation in the Promotion.

13.7. The Executor does not enter into written negotiations or other contacts with persons participating in the Action, except in cases stipulated by this Offer and the current legislation.

13.8. The Executor is not responsible for technical failures in the operation of the mobile operator and e-mail service provider of the Participant.

13.9. The Executor guarantees that the Prize has not been in operation until the moment of its delivery to the Participant. The integrity and functional suitability of the Prize shall be checked by the Participants immediately upon receipt. The appearance of the Prize may differ from that depicted in advertising and other materials.

13.10. The obligations of the Executor and the Operator regarding the quality of the Prizes are limited by the warranty provided by its manufacturer. All claims regarding the quality of the Prizes shall be made directly to the manufacturer of the Prize. The Organizer shall not be liable for any damage to the Prize, loss, or loss that occurred/occurred after the Prize was handed over to the winner or sent by post.

#### **14. Dispute Resolution**

14.1. In case of any disagreements between the Client and the Contractor regarding the fulfillment of the Contract conditions by each of the Parties, as well as any other disagreements, such disagreements shall be settled in the pre-trial claim procedure.

14.2 Exchange of claim documents shall be carried out electronically using the Contractor's e-mail address according to clause 15.2 of the Agreement and the Customer's e-mail address specified by him during Registration.

14.3 The Party that has received the claim document is obliged to respond to it not later than 25 calendar days from the moment of receipt of the claim document.

14.4 In case of exhausting the possibility of dispute resolution in the claim procedure it shall be resolved by the court according to the legislation.

#### **Section 15. Correspondence and electronic document management**

15.1 Unless otherwise provided by the Agreement or applicable law, any applications, notices, requests or other legally significant communications sent by the Parties to each other in connection with the execution (amendment, termination) of the Agreement shall be in writing and sent to the receiving Party by registered mail or by e-mail in accordance with clause 15.2 of the Agreement, or through the functionality of the Personal Account. Otherwise, they are not recognized as received for the purposes of the Contract.

15.2 The Parties acknowledge that all messages sent and received via the e-mail address specified by the Customer during Registration, as well as all messages sent and received via the e-mail address: support@skilldeposit.com - are considered to be sent and received by the Customer and the Executor respectively, unless explicitly stated otherwise in such messages. Sending of messages from the specified e-mail addresses is recognized as the signing of these messages by the analog of handwritten signatures of the Customer and the General Director of the Contractor in all cases when the Contract does not require the handwritten signing of the message.

15.3 The moment of receipt of a registered letter by the Party shall be the date on the seventh day after receipt of the written letter at the post office at the recipient's address. The Parties shall recognize the moment of receipt of an electronic message as the moment of its sending.

15.4. The Parties undertake to ensure the confidentiality of data and information necessary for access to e-mail addresses and not to allow disclosure of such information and transfer to third parties. The Parties shall independently determine the procedure for restricting access to such information.

15.5. Until the moment of receipt by the Contractor from the Customer of the message about the violation of confidentiality of his authentication data for access to his e-mail address, all legally significant messages sent by the Customer in accordance with clauses 15.2 and 15.3 of the Agreement shall be recognized as sent by the Customer. In this case, all relevant rights and obligations arise with the Customer.

15.6 Until the Client receives a notice from the Contractor about the violation of confidentiality of authentication data of any of his employees, all legally significant messages sent by the Contractor in accordance with clauses 15.2 and 15.3 of the Agreement shall be recognized as sent by the Contractor. In this case, all relevant rights and obligations arise with the Contractor.

## **Section 16. Other Terms and Conditions**

16.1 In order to ensure the proper provision of services by the Contractor, the Customer:

- undertakes to provide in a timely manner full and reliable information necessary for the provision of services

under the Contract, including full name, telephone number, correspondence address (both during Registration and upon the Contractor's requests).

- certifies that the information he/she has provided is accurate and up-to-date;

- assures that he/she is of full age and full legal capacity.

- agrees that he/she is solely responsible for any consequences arising from false, irrelevant or incomplete information about himself/herself.

16.2 The Customer has the right to transfer his rights and obligations under the Contract to a third party with retention of access to the Courses only on condition of obtaining the written consent of the Contractor and on the basis of a separate agreement concluded by the Parties.

16.3 The Contractor is entitled to assign rights, and transfer debts (including the involvement of subagents and subcontractors) under all obligations arising from the Contract to any third party, to which the Customer hereby gives its consent.

The Contractor informs the Customer about the assignment of rights and/or transfer of debt by posting relevant information in the Personal Account or by sending a notification to the Customer's e-mail address specified by him during Registration.

16.4 The Contractor shall have the right to engage third parties for the fulfillment of this agreement without agreement with the customer, remaining responsible for the actions of such persons as for his own actions

16.4 All actions of the customer shall be processed and accounted for by the Contractor in Tbilisi time. The Parties have determined English as the language of the Contract concluded under the terms of this offer, as well as the language used in any interaction between the parties (including correspondence, submission of claims/notices/requests/applications, and other documents).

16.5 The invalidity of one of the terms and conditions of the contract shall not entail invalidity of the whole contract. In case a term of the contract is recognized invalid, the parties are obliged to enter into negotiations and change the contract in such a way that it continues to be in force.

16.6 In all other matters not regulated by the contract, the parties shall be guided by the current legislation.

### **Constructor's Details**

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TIN 00510547

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