

ATTENTION

Please read carefully the terms and conditions of this Contract

PUBLIC CONTRACT

1. MAIN DEFINITIONS USED IN THIS CONTRACT

1.1. **The Website** (hereafter referred to as the Website) shall mean the www.mam-edu.com.

1.2. **Public Contract** (hereafter referred to as the Contract) shall mean this Contract and all amendments, additions, and appendixes thereof.

1.3. **User means** an individual who has registered on www.mam-edu.com of its own free will and accepting the terms and conditions set forth in this Contract. Underage Users/ **Juvenile** must be registered on the Website by their parents, who must enter the details of their child or children.

1.4. **Juvenile** shall mean children underage of 18 years.

1.5. **The Organization** shall mean the organization providing services offered to the User at the website.

1.6. **The Teacher/Lecturer** shall mean natural persons registered at the website as teachers or lecturers who conduct online trainings.

1.7. **User's Login** shall mean a combination of alphabetical and word symbols chosen by the User for the purpose of registration at the website.

1.8. **The Password** shall mean a combination of certain symbols chosen by the User and known solely to the User and used only to have access to the website.

1.9. **The Service and/or Services** shall mean the Services provided by the Organization as stipulated in the paragraph 2.1 of this Contract.

1.10. **The Training Course** shall mean a set of lessons offered by the Organization and placed in the section "Training Courses" of the website, which are distinguished by age and language proficiency of Users. The Training Courses may be conducted both online and in F2F format.

1.11. **The Package** shall mean a combination of training courses placed in the section "Training Courses" of the website.

1.12. **The Payment** shall mean the cost indicated at the website for a package, training courses or a single lesson/event/panel discussion, etc.

1.13. **Registration** shall mean full and unconditional consent to conclude this Contract, which is deemed to be signed and/or confirmed from the moment of registration at the website that means verification (signature and acceptance) of this Contract including the terms and conditions thereof.

1.14. **Personal Data** shall mean any piece of information concerning the User that enables or may make possible identification of Users, directly or indirectly. The list of data subject to processing includes personal data provided by the Users and obtained from the publicly accessible sources.

1.15. **Personal Data Processing** shall mean any action or combination of actions concerned to the collection, verification, entry, coordination, organization, accumulation, storage, change (update or revision), export, use, depersonalization, banning, removing, deleting, destroying, blocking, restoring and correction, as well as any method of transfer (dissemination, access provision) irrespective of manner and method of implementation, including automated, mechanical or combined methods, with use of any technical means or without them.

2. GENERAL CONDITIONS

2.1. The Organization shall provide services to the Users via the Website detailed description of which is stated in the section “Training Courses” of this Contract.

2.2. The training courses come with established time-frames and defined schedule, they have fixed days and time to be chosen by the User at the moment of registration for the course, before the purchase of the respective training course. Besides the training courses the Organization has right to conduct Webinars, Panel Discussions and other events of the same format.

2.3. The Training Course offered at the Website consists of separate lessons, the brief description which and the description of topics, tasks and outcome skills and knowledge obtained are presented in the section “Training Courses” of the Website.

2.4. The mandatory printed materials necessary for the training course (manuals, exercise books, etc.) shall be obtained by the User at their own expenses.

2.5. Availability of appropriate technology, i.e. a PC, smartphone, Tablet, as well as a web camera and microphone is essential for participation at the lessons and/or training courses.

2.6. To access the Training Courses offered at the Website the following specifications are established:

- Up-to-date browser with certain options of JavaScript, Cookies and HTML 5;
- The Website can be accessed both on PCs and mobile devices with up-to-date browsers;
- The Website is supported on the following browsers: Microsoft Edge, Google Chrome (the last version), Firefox (the last version), Safari (version 7 and higher), Google Chrome for Android, Safari for iOS 11 or higher.

2.7. If the User has lost his/her password the password shall be sent to the e-mail address with which the User has registered at the Website. If the mentioned e-mail address is inaccessible the password shall be provided to the User in person and only after identification of the User.

3. PROCEDURE AND CONDITIONS OF PAYMENT

3.1. The detailed list of Training Courses provided by the Organization, the prices and the full payment procedures, terms and conditions thereof are presented in the section “Training Courses” at the Website.

3.2. The User can buy the respective training course by making a single non-recurrent payment (for the full training course) or by paying a monthly cost established for the respective training course.

When making the monthly payments, if a permission is given by the User to save banking card details, the established monthly amount shall be charged automatically each month on the day of registration, otherwise three days prior to the day of registration the Website system shall generate automatically a notification letter with the payment invoice enclosed, which is sent to the e-mail address of the User. Once the payment is made a payment receipt is generated and sent by the Website to the User’s e-mail address.

At the option of the Organization the Training Course may have free of charge lessons (i.e. trial lessons).

3.3. The price of Training Course includes all taxes established by the legislation of the Republic of Armenia (RA).

3.4. The price of lessons included in the Training Course and already conducted is not refundable.

3.5. If the Training Course is bought by a single non-recurrent payment, only the 70% of the total price amount for the months not attended can be refundable based on the User's application; the aforementioned price amount shall be calculated starting from the month following the termination of the course.

3.6. In case of monthly payments the payment for the last non-full month shall be calculated according to the number of lessons (the monthly payment is divided to the number of lessons during the full month and is established for the month in question according to the number of lessons based on the price of one lesson).

3.7. Time-frames for acceptance of the Users' applications concerning refund of payments and their consideration, rejection or satisfaction by the Organization shall be established up to 60 (sixty) days.

4. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

4.1. The Organization is obliged:

4.1.1 To provide the Services offered at the Website in a proper manner.

4.1.2. To provide the User an access to the Website once the respective payment is received.

4.1.3. To provide the User or his/her parents (if juvenile) information from time to time concerning his/her activity and progress during the Training Course, as well as his/her psychological portrait.

4.2. The Organization has right:

4.2.1. To follow the User's actions when using the services at the Website and prevent any action violating provisions of this Contract.

4.2.2. To make amendments and/or additions to this Contract and the appendixes thereof, Website design and content, the list, the content and price of the offered training courses at any time.

4.2.3. To conduct prophylactic works on the server of Website and for this purpose to suspend temporarily the access to the Website. The Company shall inform the User about such prophylactic works by making an announcement at the Website.

4.2.4. In case of monthly payments, to suspend or ban the particular User's access to participation, if the User fails to pay for the respective lesson or training course within the established terms, or if the payment is delayed for more than 3 days after the established payment day.

4.2.5. To suspend or ban the particular User's access to the Website in case the User violates the requirements set forth by this Contract until such violation is remedied, notifying the User about such actions. If the User fails to remedy the violation within 3 (three) days after receipt of the notification, the Organization has right to terminate this Contract unilaterally without notification or warning. The Company is not liable at any way for the damage or loss borne by the User in connection of such termination of this Contract and/or suspension or ban of the access to the Website.

4.2.6. To propose change of the User's group conditional to the language proficiency and other skills of the latter, in order to improve the efficiency of the learning process of the User.

4.2.7. To propose reorganization of the group or temporary suspension of the training course in case of absence of 50% of Users of the group or more, according to the reasons established by the Organization, until the full recovery of the group.

4.2.8. To send information/notification about new training courses, products and events to the Users at their e-mail addresses indicated at the registration.

4.2.9. To record a video and audio during the training course and use the materials recorded within the scope of its activity, including, but not limited to the advertisement purposes and the social networking.

4.3. The User is obliged:

4.3.1. To make payments for the lesson, training course and additional Services chosen according to the procedure and within the terms established in the section “Purchase of Training Course” of the Website.

4.3.2. To join the lesson at least 5 minutes before the start of the respective lesson.

4.3.3. To ensure uninterrupted connection of the web-camera and microphone and quiet environment in order to avoid any distraction during the lesson.

4.3.4. Not to pass the personal login name and password to the third persons.

4.3.5. When the User reveals such facts that give rise to suspicions that his/her entry has been used by an unauthorized person, the User shall inform the Organization immediately by sending an e-mail to the following addresses: info@mam-edu.com, customercare@mam-edu.com, support@mam-edu.com.

4.3.6. To provide the Company full, valid and up-to-date personal information, to maintain the relevance and completeness of such information, as well as not to present himself/herself as another person and mislead other Users.

4.3.7. Not to reveal publicly any information that has become known to the User within the scope of this Contract and that is deemed to be a commercial secret.

4.3.8. Not to initiate any actions that may be considered a violation of the rules under the legislation of the Republic of Armenia or international legislation and may cause damage to the websites of other persons, to the organization and other users, as well as not to initiate any actions that lead or may lead to the interruption of normal operation of the Services provided by the Website and Organization; not to post or share texts, programs, images or materials propagandizing or reflecting terrorist activity, violence, death, or fueling national, racial and religious hostility, as well as containing texts or images harming the juvenile persons at any way, or any illegal actions including gambling games, unlawful vending of weapon or drugs.

4.3.9. Not to collect and store information about other Users outside of the Website.

4.3.10. To familiarize independently and in time with the services provided by the Organization, the rates thereof, the list of training courses, their content and prices, the procedures and conditions of payment, the additions and changes thereof, as well as with any information placed at the Website and related to the User. The Organization is not responsible for notification of the User about any changes made.

4.4. The User has right:

4.4.1. To present the Organization comments, proposals and claims according to the established procedure.

4.4.2. To submit an application related to the change of group or schedule.

4.4.3. To freeze the package chosen for 1 (one) month in case an application is submitted on condition that the training course will be continued further with another group.

4.5. The User is aware that the Organization is not liable for visiting any outside links (websites) or using outside resources contained at the Website if the User wishes to visit or use such websites or resources.

4.6. The User agrees that the Organization is not liable and has no obligations, direct or indirect, in respect of the User for such damages or losses that arise or may arise in connection with any content of the Website, with any information about copyright registration and similar registrations, as well as with the products and

services, which become available or have been received through the information placed at the Website, links to the outside websites and resources or other contacts of the User.

4.7. The User accepts that an advertisement may be placed at the Website, and the User agrees that the Website is not responsible or has no obligation for such advertisement.

4.8. The User cannot miss more than 3 lessons in line during the Training Course, but in any case the total number of missed lessons during the Training Course cannot exceed 6. In case the number of missing lessons specified in this paragraph is exceeded the User's access to this particular training Course is suspended, and the Organization conducts an individual work in respect of the User's further study schedule and format.

4.9. In case of juvenile Users their parents bear full responsibility for ensuring availability of the technical means, appropriate manuals and items and other materials necessary for their lessons and training courses.

4.10. The User bears sole responsibility for the loss of and for the access of any third person to his/her login name and password and all the ensuing consequences and damages borne.

4.11 By registering at the Website www.mam-edu.com the User gives his/her permission to the Organization and the Website Teachers/Lecturers to view his progress and statistics.

4.12. All the objects placed at the Website, i.e. training courses, design elements, texts, tasks, ornaments, images, videos, programmes, program codes, etc. (hereafter referred to as the Objects) are the exclusive property of the Organization and are protected by the RA law "On copyright and neighboring rights" as well as by the international conventions related to the intellectual property. The Objects (in full or the parts thereof) cannot be used at any way: they cannot be reproduced (including by means of copying), amended, disseminated, published and transferred to the third persons and/or used by the User in any other manner without previous written consent of the Organization.

In case of authorized use of the information contained at the Website the User is obliged to mention the source of information by referring the Webpage www.mam-edu.com.

4.13. The User (in case of juveniles his/her parents) shall give their unconditioned consent and have no objections to the right of the Organization to make video and audio records during the training courses and to use the recorded materials within the scope of its activity, including, but not limited to the advertisement purposes and social networking.

5. PROTECTION OF PERSONAL DATA

5.1. By accepting this Contract the User agrees that his/her personal data being processed by the Organization, including the last name, name, father's name, date of birth, place of birth, passport data, place of actual residence, e-mail address, contact phone number (home, mobile, business), information about education (name of educational institution, information about documentation confirming the education, i.e. name, number, date of issue, specialty), information about labor activity and work experience (place of work, position, overall experience), payment card details (banking cards, etc.) and other information.

5.2. The processing of the aforementioned personal data shall be conducted by the Organization using mixed data processing techniques (collection, coordination, accumulation, storage, verification (refreshing, placing on a data carrier, change of the methods of usage, dissemination),

depersonalization, revision, destroying of personal data) with the purpose of provision of the Services offered, in particular:

- ✓ Provision of an individual services to the User and implementation of contracts and/or agreements;
- ✓ Contact with the User, including sending notifications, requests and information about the use of Services and implementation of contracts and agreements, as well as processing of inquiries and applications received from the User;
- ✓ Improvement of the quality of Services, comfortable use, development of new Services;
- ✓ Targeting of advertisement material;
- ✓ Statistical and other researches based on anonymous data;
- ✓ While being online at the Website, the Organization learns about the User's IP address, browser name, PC type and technical details related to the users.

5.3. The Organization shall store the personal data of the User pursuant the requirements of the RA legislation.

5.4. Personal data security shall be ensured according to the RA law "On protection of personal data".

5.5. The Organization takes appropriate electronic, physical and other security measures in order to ensure the safety of the personal data of the Users from unauthorized access, change or publication. All the data provided by the User shall be stored in a secure server database. With the purpose of proper provision of the Services the Organization cooperates with other companies and shall provide access to the personal data to such companies.

5.6. The Company shall not control and bears no responsibility for data processing conducted by any third persons' websites, to which the User may have access via links placed at the websites of the Company.

5.7. The confidentiality of the User's personal data shall be kept, except the cases when the User provides details of his personal data voluntarily in order to ensure common access with other persons.

5.8. By accepting this Contract the User agrees and reserves the right to transfer the User's personal data to third persons without further information of the Organization and/or coordination with the User.

5.9. The User has right to change the personal data provided by him/her.

5.10. The User agrees and gives permission to the Organization to use his/her personal data for the purposes of marketing researches, as well as to send advertisement and information materials to the e-mail address of the User at its discretion and/or place such materials in the user's area.

5.11. The User gives permission to the Organization that in case the User fails to or does not properly fulfill his/her obligations in respect of the Organization, the Organization has right to authorize the third persons to publish bank details and other details of the User containing commercial secret, proceeding from the necessity of protection of its lawful interests.

5.12. The User is aware and accepts that, with the purpose of proper provision of Services offered by the Organization, the User's personal data shall be stored at the Website for 5 years and cannot be removed until the end of this period.

At the same time the User (in case of juveniles – their parents) may deactivate his/her personal page by sending a respective request/application to the e-mail addresses info@mam-edu.com, customercare@mam-edu.com, support@mam-edu.com, and after that the User's page cannot be restored anymore and the User has to register again at the Website to be able to use the Services.

6. COOKIE POLICY

6.1. The Organization has right to apply cookies, with the permission of the User, in order to enhance efficiency of Service provision to the User. The cookies are small text files containing records. There are two types of cookies: current and constant. When the User closes the browser, the current cookies won't be stored. The constant cookies are stored on the hard disk of the User's computer for the long time. The Users may choose to put off the cookie recording option or to put on the cookies alert option by customizing their internet browser.

Using the cookies the Organization has right to collect information automatically about the User's online activity. Such activity includes, but not limited to, following the links, browsing webpages, User's searching through the Website of the Organization, etc.

7. FORCE MAJEURE AND EMERGENCY SITUATIONS

7.1. The Organization shall not be responsible for cessation of User's access, termination of operation of software and equipment ensuring the provision of services, loss of the User's personal data and other data (without the possibility of restore, wholly or partially) and loss of the information contained in the User's personal page, as well as is not obliged to compensate for the damage borne by the Users, is all these result from circumstances beyond its reasonable control (Force Majeure circumstances) and unforeseen emergency situations that have made impossible the proper operation of the Website. Such circumstances are also the disasters, including natural disasters (fire, earthquake, flood, etc.), war, declaration of military or emergency situation, political unrest, strike actions, interruption of work of the mass media, actions of the State bodies, as well as actions taken by third persons, including national security services and law enforcement bodies, etc. The amounts paid by the Users for the Services that have not been provided as a result of cessation of the provision of Services due to the force majeure circumstances are subject to be refunded to the Users.

8. FINAL PROVISIONS

8.1. The Contract placed at this Website is considered as a government contract.

8.2. Any questions, proposals, comments, claims and other writings of the User shall be sent to the following e-mail addresses: info@mam-edu.com, customercare@mam-edu.com, support@mam-edu.com. The Organization shall answer within 10 (ten) working days following the receipt of aforementioned correspondence. The Organization has right, but in any case it is not obliged to indicate the reasons for its answer. The User hereby agrees and accepts that the Organization has the exclusive right to assess the reasons of and to satisfy any question, application, proposal, claim or comment that the User may send to the Organization.

8.3. All the disputes and disagreement connected to or arisen with respect of the provision of Services or this Contract shall be settled via negotiations. If no agreement is achieved, all the disputes shall be settled in the court as prescribed by the legislation of RA.

8.4. The Organization shall not accept claims connected to the malfunction of the Website if such malfunction has resulted from insufficient technical power of User's equipment or internet connection, or due to incorrect settings of the User's equipment or software.

8.5. This Contract shall enter into legal force from the moment of registration of the User and is valid until:

8.5.1. The Website ceases its operation;

- 8.5.2. The end of relations with the User;
- 8.5.3. The User stops using the services provided to him/her;
- 8.5.4. Other cases provided for by the legislation of the RA or this Contract.
- 8.6. The Organization is not liable for any direct or indirect financial or other loss the User may bear arisen due to the temporary stoppage of the Website for the following reasons: scheduled or non-scheduled technical work, internet problems, and technical failure of computer networks, servers and other devices, as well as unlawful actions of third persons or force majeure circumstances.
- 8.7. By registration at the Website the User confirms his/her unconditional consent with all provisions of this Contract, as well as the compliance of his/her personal data with all the required conditions necessary for successful registration at the Website.
- 8.8. Familiarization with the current version (new edition) of the Contract is an obligation of the User (the current version of the Contract is available at the Website in the section “Conditions and Provisions” at <https://mam-edu.com/Home/Terms>)
- 8.9. Using the Services provided for at the Website once the amendments and/or additions are made to the Contract means that the User agrees with these amendments and/or additions.
- 8.10. In case the Organization receives any claims from third persons related to the violation of any exclusive rights in respect of the materials placed at the Website the User bears whole responsibility in respect of such third person and is obliged to compensate the Organization for all damages the latter has borne because of such violation within 3 (three) working days following the receipt of such claim.
- 8.11. Inaction of the Organization in case of violation of this Contract by the User or users does not deprive the Organization of its right to take appropriate actions in future to protect its interests, and under no circumstances does it mean that the Organization will subsequently waive its rights in connection with identical or similar cases of violation.
- 8.12. Invalidity of any provision under this Contract does not lead to invalidity of the whole Contract or any other provision under this Contract. The Parties shall not speculate the invalidation of the Contract, wholly or partially, to avoid implementation of their obligations under this Contract, but shall take all necessary steps to implement the purposes and intentions of the Contract in compliance with the current legislation.
- 8.13. In case of contradictions and/or inaccuracies and discrepancies between the Armenian version of the agreement and the versions of the agreement in other languages, preference is given to the version of the agreement in Armenian.
- 8.14. This Contract is regulated by the RA legislation.

The User hereby wholly and unconditionally accepts the terms and conditions under this Contract and assures that he/she has provided and will further provide a whole, valid and accurate information and bears full responsibility for the accuracy and completeness of the information provided.