

Terms of Service and Cancellation Policy

Yerevan, RA

August 28, 2023

This document, hereinafter referred to as the Agreement, is an official offer (public offer) of Mentorpiece Limited Liability Company (Mentorpiece LLC), hereinafter referred to as the Contractor, represented by Director Liliia Urmazova acting on the basis of the Charter, and contains all material terms and conditions of the Services Agreement.

In accordance with Article 448, paragraph 2 of the RA Civil Code, in case of acceptance of the terms and conditions set forth below, the person who accepts this offer becomes a party to the Agreement and is hereinafter referred to as the Listener.

In accordance with Article 454.1 of the RA Civil Code, by accepting the offer, the Listener fully and unconditionally accepts all the terms and conditions of the Agreement as they are set forth in the text of the Agreement, including the annexes to the Agreement, which are an integral part thereof.

Definitions

Listener is a fully capable person who acquires Services from the Provider in a remote form (online).

Study Group - individuals taking one Course Program at the same time.

Materials - a set of information, texts, graphic elements, images, photos, audio and video materials (audiovisual works) and other intellectual property objects.

Class - an event conducted in one of the following formats:

- Lecture, workshop - an event broadcast online in real time. To access the event the Student follows the link specified by the Contractor in the Learning Management System.
- Recording - a recorded event that is available in the Learning Management System. The Trainee can access the recorded event at any time.

Assignment - a set of information, texts, graphic elements, images, pictures, photos, audio and video materials (audiovisual works), which the Student must prepare according to the Course Program.

Block - logically united Material, Class and Assignment.

Module - logically united sequence of Blocks.

Course - a set of interconnected Modules, united by a single theme and aimed at acquiring by the Listener knowledge and skills for a certain qualification.

The Contractor shall provide the following Courses:

- "Manual Testing + Internship + International Employment Insurance" in English language
- "English for Test-takers" in English.

Course Program - logical and chronological sequence of Modules within the Course. The Course Program is available on the Website.

Internship - fulfillment of the Internship assignments by the Student in a remote form. Internship is not included in the Course, its duration and cost. Internship is provided separately and free of charge. The Internship is provided if the Student fulfills all of the following conditions:

- payment for the Course "Manual Testing + Internship" or "Manual Testing + Internship";
- Successful completion of the Course.

The program and tasks of the Internship are determined by the company acting as a host.

Job placement mentoring is the performance by the Trainee of job placement activities in a remote form according to the instructions of the Contractor or independently. Job placement mentoring is not included in the Course and its cost. The Employment Mentorship is provided to the Participant who has paid for the Course "Manual Testing + Internship" or "Manual Testing + Internship + International Employment Insurance" and who has successfully completed the Course. Employment Mentoring is provided separately and at no cost. During the Employment Mentorship, the Provider may evaluate the Trainee's performance on a weekly basis on a one hundred (100)

point scale, where one hundred (100) is the maximum score. Successful placement of the Recipient shall be rated at one hundred (100) points. Failure of the Recipient to complete the employment activities is rated at zero (0) points.

Services - access of the Student to the Course Materials, Classes and Assignments provided by the Contractor.

Cost - the cost of the Course, specified on the Site.

Acceptance of the offer - full and unconditional acceptance of the offer by payment by the Listener of the cost of the Contractor's Services (in full or in part) or authorization of the Listener in the Learning Management System.

Website - the Contractor's website at <https://mentorpiece.education>, <https://lms.mentorpiece.education/>.

Learning Management System - Website at <https://lms.mentorpiece.education/>.

Authorized Address - corresponds to the addresses specified in the Contact Information section of the Contractor.

Content - messages, comments, etc., including copyright objects, posted by the Listener on the Site.

Place of rendering the Services - the location of the Listener.

Attestation grade - the sum of grades for each training Module, each of which is multiplied by its weight. The list of Modules and their weights are specified in the Course Program.

Hard deadline of the Assignment - the date and time specified in the Assignment after which the Assignment will not be accepted.

Hard deadline of a Block or Module - the date and time specified in the last Task of the Block or Module in the Learning Management System.

Successful learning on the Course - meeting the requirements specified in the Course Program, Table II "Conditions for continuing education, participation in internships and other programs".

Successful completion of the Course - obtaining an Attestation grade of at least sixty (60) points on a hundred-point scale, where one hundred (100) is the maximum grade.

Certificate - a document issued by the Contractor to the Student and confirming the Successful completion of the Course by the Student.

1. Subject of the contract

- 1.1. The subject of this Agreement is the Contractor's reimbursable provision of educational and consulting Services in obtaining a new profession and/or professional development in the field of information technologies in accordance with the terms and conditions of this Agreement.
- 1.2. The Student fully accepts the terms and conditions of the Agreement and pays for the Contractor's Services in accordance with the terms and conditions of this Agreement.
- 1.3. The Contractor posts the list of Courses available for taking, their cost, Programs and schedule on the Website. At the request of the Student, the Contractor sends detailed information about the Course to the Student.

2. Payment for Services

- 2.1. The Listener, who intends to use the Services of the Contractor, sends the Application to the Contractor in any form. After receiving the Application, the Executor informs the Listener about the terms of rendering the Services and the payment procedure. At the request of the Listener, the Contractor also sends the above information about the Services to the Listener in the form of Appendix No. 1 to the Agreement (hereinafter - Appendix). Payment for the Services (including partial payment) confirms that the Contractor has informed the Listener about the terms of the Services, the cost of the Services and the payment procedure, and also means that the Listener agrees with the above conditions.
- 2.2. Payment for the Contractor's Services (including partial payment) is a full and unconditional acceptance of the Offer.
- 2.3. The attendee pays the Course fee by choosing one of the following methods:
 - 2.3.1. Payment of the full cost of the Course prior to the commencement of the Services in non-cash directly to the Contractor.
 - 2.3.2. Payment of the Course cost in equal monthly installments by bank transfer directly to the Contractor. The Contractor determines the number of payments and their schedule.
 - 2.3.2.1. The Contractor has the right to withdraw the Offer, terminate the Contract with the Listener and close access to the Course, notifying the Listener about it, in case of non-payment by the Listener of the current month of rendering the Services in the form of absence of the next payment before the 5th day of the current month.
 - 2.3.3. Payment of the full cost of the Course prior to the commencement of the Services through the use of credit.

- 2.3.4. Payment of the full cost of the Course or in equal monthly installments by wire transfer to the Contractor's representative.

3. Cancellation Policy and Money refund procedure

- 3.1. The Listener has the right to completely withdraw from the Course (except for the English for Test Takers Course) and terminate the Contract on any day from the date of commencement of the Services until the date of completion of the Services.
- 3.1.1. The Provider shall refund to the Student the refund amount less the value of the number of days from the date of commencement of the Course Services.
- 3.1.2. The refund amount is determined by the formula: $(1 - (\text{number of elapsed calendar days from the start date of the Course}) / (\text{number of calendar days of the full Course})) * (\text{Course cost})$.
- 3.2. The Listener has the right to completely withdraw from the Course "English for Test Takers" and terminate the Contract not later than 24 hours from the end of the first Class. After the expiration of this term the Contractor's consulting Services on formation of a suitable Study Group for the Student and assignment of a teacher are considered to be rendered.
- 3.3. A refund is possible upon written request of the Listener to cancel the Services.
- 3.4. The contractor is entitled to deduct bank charges or expenses of financial organizations from the refund amount.
- 3.4.1. When the Listener pays for the Contractor's Services through the use of crediting and passing the course by 70% or less, the Contractor deducts from the refund a percentage of the commission or remuneration of the financial organization through which the crediting was carried out: For course completion of 10% or less - 45% of the commission/reward, 20% completion - 40% of the commission/reward, 30% completion - 35% of the commission/reward, 40% completion - 30% of the commission/reward, 50% completion - 25% of the commission/reward, 60% completion - 20% of the commission/reward, 70% completion - 15% of the commission/reward. If you pass the course by more than 70%, the percentage of the commission/remuneration of the financial organization will not be deducted from the commission/remuneration when refunding the funds.
- 3.5. The maximum term of refund by the Contractor is 30 (thirty) calendar days from the moment of sending by the Student of the notification of the Student's refusal from the Course, provided that the Student timely and fully submits the documents required for refund.

4. Terms of rendering the Services

- 4.1. The Parties shall recognize the duration of the Course as the term for the provision of the Services.
- 4.2. The Services are considered to be properly rendered by the Contractor and accepted by the Listener in full, if within three calendar days after the end of the Service Period the Contractor has not received motivated written objections from the Listener. Upon expiration of the Term specified above, the Listener's claims regarding the deficiencies of the Services, including the quantity (volume), cost and quality shall not be accepted. The act on the rendered Services is formed by the Contractor in electronic form at the end of the Term of rendering the Services, is sent to the Listener in electronic form only upon the Listener's request.
- 4.3. When rendering the Services, the Contractor has the right to unilaterally change the Term of rendering the Services, but not more than for two months, while maintaining the scope of the rendered Services. In such case the Contractor shall notify the Listener by e-mail and phone.
- 4.4. The Provider has the right to revoke the Offer with notice to the Listener at least one month prior to revocation.

5. Rights and obligations of the parties

5.1. A student has the right to

- 5.1.1. To receive information about the conditions of rendering the Services by the Executor and other information regarding the Services by means specified on the Website. In case of any questions to contact the Executor.
- 5.1.2. Receive the Service in accordance with the Course selected by the Listener.
- 5.1.3. After each Class involving the completion of the Assignment, complete the Assignment and

send it to the Contractor for review through the Learning Management System. The Executor shall ensure that the assessment of the completed Assignment by the Student through the Learning Management System within the established deadline. Assignments after the Hard deadline of the Assignment are not accepted, unless otherwise stipulated by the Parties in additional agreements.

- 5.1.4. To refuse the Course purchased by the Student and to terminate the Agreement in accordance with the section [Procedure for return of funds](#). Such refusal entails the termination of all obligations of the Contractor to the Listener, provided by the Agreement.

5.2. The trainee is obliged to

- 5.2.1. Read the Contract in detail and accept them in full upon acceptance of the Contract.
- 5.2.2. Familiarize yourself with the Materials, attend Course sessions (including remote access via the Internet), and prepare Assignments.
- 5.2.3. When accepting the Agreement provide the Contractor with the necessary information, including but not limited to full name and phone number. The Student acknowledges that he/she has no claims to the Contractor for incorrectly provided by the Student data in case the Student himself/herself did not verify their correctness during the purchase of the Course.
- 5.2.4. To notify the Provider in advance of valid reasons for the Listener's inability to familiarize himself/herself with the Materials or to participate in Classes or prepare Assignments.
- 5.2.5. To fulfill the Course Assignments independently, as well as within the terms and in the manner prescribed by the relevant Course.
- 5.2.6. When completing Assignments within the Course selected by the Student, do not use completed Assignments and/or parts of completed Assignments of other Students.
- 5.2.7. Use the Materials, Lessons and Assignments solely for the purpose of independent use in accordance with the Agreement, not to copy them, not to transfer them to third parties.
- 5.2.8. When working with other Course participants, observe moral and ethical behavior towards any persons, including, but not limited to: do not use profanity, do not insult, do not discriminate on any grounds, do not carry out other illegal and anti-moral actions towards any persons.
- 5.2.9. Not to publish in the general chats created by the Contractor messages that do not relate to the subject of the Course development.
- 5.2.10. Prior to the commencement of the Course, pay in full or in part the Fee set out on the Website in the manner set out in the [Payment for Services](#) section.
- 5.2.11. Be responsible for the security (resistance to guessing) of the means of access to the Site chosen by him/her, as well as independently ensure their confidentiality. The Listener is solely responsible for all actions (as well as their consequences) within or using the functionality of the Site under the account.

5.3. The Contractor has the right to

- 5.3.1. Require the Listener to provide the Contractor with information necessary for the Contractor to provide the Services, as well as to pay the Course Fee in the order and on the terms and conditions set forth in the Agreement.
- 5.3.2. Without agreement with the Listener, engage third parties for the fulfillment of this Agreement, remaining responsible for the actions of such persons as for their own.
- 5.3.3. Change the cost of the Services. Information about the current cost of the Services is available to the Student on the Website. The cost of the Services will not be changed in respect of a Course already paid for by the Student.
- 5.3.4. Change the content of the Course, including the topics of individual Materials, Classes or Assignments, their content, number, dates and times of the relevant Classes.
- 5.3.5. To suspend the Website operation for necessary scheduled preventive and repair works on the Contractor's technical resources.
- 5.3.6. To refuse to render Services to the Student in case of non-compliance by the Student with any of the provisions of the Agreement, including the absence of successful training on the Course. In this case, the refund is made in accordance with the Refund [Procedure](#) section.
- 5.3.7. Upon termination of the Agreement, restrict the Listener's ability to use the Materials.

5.4. The contractor is obliged to

- 5.4.1. Provide Services to the Student under the Program of the Course selected by the Student in a timely, quality and in full.
- 5.4.2. Provide the Listener, upon his/her request, with information about the terms and conditions of the Services rendered by the Contractor, as well as provide the Listener with Materials, Assignments and Classes depending on the Course selected by the Listener.
- 5.4.3. Provide information support to the Listener on the Services and the Website on working days from 10:00 to 18:00 Moscow time. All support questions shall be sent by the Listener to the Authorized address.
- 5.4.4. In case of errors/defects in the Course Program made by the Contractor, or through the fault of the Contractor, to eliminate the errors/defects within a reasonable period of time by their own efforts and at their own expense.
- 5.5. By purchasing the Service under the terms of the Agreement, the Student confirms that he/she has read the Program of the Course selected by the Student, presented on the Website. The Contractor reserves the right to make changes to the Course Program. In case of such changes, the Provider is not obliged to notify the Student in any way. The Student agrees that he/she will independently monitor such changes in the Course Program on the Website.
- 5.6. In accordance with the requirements of the RA Law "On Personal Data Protection" the Listener, who has accepted the Offer, gives his/her consent for the Contractor to use the Listener's personal data for the purpose of rendering the Services in accordance with the terms and conditions of the Agreement. The conditions of storage and use of the personal data provided by the Listener are defined by the Privacy Policy published at <https://Mentorpiece.Education>.
- 5.7. The Listener guarantees to the Provider and is responsible for the fact that the personal data transferred by the Listener to the Provider are true personal data of the Listener.

6. Rules for obtaining a Certificate

- 6.1. The trainee receives a Certificate upon Successful completion of the Course.
- 6.2. The Certificate is published on the Site.
- 6.3. The certificate in printed form shall be issued at the request of the Trainee personally in the hands of the Trainee or sent to the postal address. The Contractor is not responsible for non-delivery or delivery failure (delayed delivery, damaged mail) due to the fault of postal services or because of incorrect information in the Application. The Contractor is obliged to issue a duplicate at the request of the Student.

7. Intellectual property

- 7.1. All Materials, Activities and Assignments included in the Course are the property of the Provider, or have obtained all necessary rights and authorizations.
- 7.2. The listener is obligated to:
 - 7.2.1. Refrain from any actions that violate the Contractor's rights to the results of intellectual activity, in particular, not to copy, not to record, not to reproduce, not to distribute any results of the Contractor's intellectual activity, not to provide access to the Site and Materials without the written permission of the Contractor, not to modify the Site and Materials in any way, not to study the technology, decompile or disassemble the Site and Materials, except as expressly provided by law;
 - 7.2.2. Immediately inform the Contractor of any facts of violation of the Contractor's exclusive rights that have become known;
 - 7.2.3. Not to provide his authentication data for access to the Site to third parties. In case of loss, as well as in cases of illegal access to the login and password by third parties, the Listener undertakes to immediately notify the Provider by sending a notice to the Authorized address. Until the moment of sending of the mentioned notification all actions performed with the use of the Listener's data are considered to be performed by the Listener.
- 7.3. The use by the Listener of Materials, Lessons, Tasks (as a whole or in fragments) and other technical solutions developed by the Contractor does not mean the transfer (alienation) to the Listener or any third party of the rights to the results of intellectual activity, as a whole or in part.

8. Content and comments on the Site

- 8.1. The Listener has the right to place Content on the Website, if it is possible, based on the functionality of the Website. At the same time when placing the Content the Listener gratuitously grants the Contractor a simple (non-exclusive) license to use the Content on the territory of all countries of the world for 50 years in the following ways:
 - 8.1.1. Play (copy) Content;
 - 8.1.2. Distribute Content;
 - 8.1.3. To publicly display the Content and its individual parts without observing their sequence;
 - 8.1.4. Translate or otherwise recycle 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 or her own choosing (making it available to the public).
- 8.2. The Student agrees that the results of intellectual activity (RIA), created by him in the framework of homework during the Course, can be used by the Contractor, as well as experts and other third parties engaged by the Contractor to provide the Services, in their advertising and information activities. The license is granted by the Listener free of charge on the territory of the whole world, for the whole term of the exclusive right by reproduction, publicizing, disclosure of the RIA, if such use occurs exclusively for advertising or informational purposes, regardless of the type and location of advertising. The Listener may revoke the license at any time by sending a free-form letter of revocation to the Authorized Address. From the moment of receipt of such revocation, the Contractor and third parties shall lose the possibility to use the Listener's REIT in future advertisements, but the revocation shall not apply to the use that was made before the revocation.
- 8.3. In case the Listener discovers any information, including Content, violating his/her legal rights and interests on the Website, the Listener has the right to apply to the Provider by sending a message to the Authorized address. In the application it is necessary to state the essence of the violated rights and interests, pointing to the relevant information (link to the page of the Site), attach documents confirming the legality of the claims, specify details, including passport and contact information, provide consent to the processing of personal data in connection with the sending of such an application.
- 8.4. The Listener through the Site also has the opportunity to post information and comments in special sections of the Site, subject to the following:
 - 8.4.1. Such information shall correspond to the subject matter of the Site. The Contractor at its own discretion determines the compliance of such information with the subject matter of the Site and has the right to delete such information if it does not meet this criterion.
 - 8.4.2. It is forbidden to place any links to other Internet sites without agreement with the Contractor. The Contractor has the right to delete such information posted by the Listener.
 - 8.4.3. It is prohibited to post information that violates the rights and legitimate interests of third parties, including intellectual property rights.
 - 8.4.4. The Provider has the right to edit or delete the information posted by the Listener on the Website in order to ensure compliance with the law and the Contract.
 - 8.4.5. You are not permitted to use the Site:
 - 8.4.5.1. For the purpose of mass distribution of information (including spamming), as well as downloading, storing, publishing, distributing, or providing access to third parties to any software that allows you to make changes to the normal operation of the Site.
 - 8.4.5.2. To carry out any business activity or any income-generating activity by the Contractor, except as expressly stated in the Contract or other agreements between the Contractor and the Listener.

9. Special conditions and liability of the parties

- 9.1. The Contractor is responsible for the timeliness of the Services provided if the Listener fulfills the established requirements and rules posted on the Website.
- 9.2. The Contractor shall be released from responsibility for violation of the Contract conditions, if such violation is caused by force majeure circumstances (force majeure), including: actions of state authorities, fire, flood, earthquake, other acts of God, lack of electricity, strikes, military actions, civil unrest, riots, any other circumstances, not limited to the above, which may affect the Contractor's

fulfillment of the Contract.

- 9.3. The Provider is not responsible for the quality of public communication channels or services providing the Listener access to its Services.
- 9.4. The hours of the Services may differ from those shown on the Site.
- 9.5. Software and hardware errors both on the side of the Website and on the side of the Listener, which resulted in the impossibility for the Listener to access the Website, are force majeure circumstances and the basis for release from liability for non-fulfillment of obligations under the Agreement.

10. Confidentiality and protection of personal information

- 10.1. Confidential information includes any information related to the process of rendering Services by the Contractor, not published in the public domain and not available for general information.
- 10.2. The Provider undertakes not to disclose the information received from the Listener.
- 10.3. The Listener undertakes not to disclose confidential information and other data provided by the Contractor in the course of rendering the Services (except for publicly available information) to third parties without the prior written consent of the Contractor.
- 10.4. It shall not be considered a breach of duty to disclose information in accordance with reasonable and applicable legal requirements.
- 10.5. The fact of the existence of this Agreement is not confidential information.
- 10.6. The Contractor receives information about the IP-address of the Website visitor. This information is not used to establish the visitor's identity.
- 10.7. The Provider is not responsible for the information provided by the Listener on the Website in a publicly available form.

11. Claims and disputes procedure

- 11.1. Claims of the Listener on the provided Services are accepted by the Contractor for consideration at the Authorized address within two working days from the moment of occurrence of a disputable situation.
- 11.2. The Contractor and the Listener, taking into account the nature of the provided Service, undertake in case of disputes and disagreements related to the provision of Services, to apply the pre-trial dispute resolution procedure. In case of impossibility to settle the dispute in the pre-trial order the parties have the right to appeal to the court at the location of the Contractor.

12. Other conditions

- 12.1. Unless otherwise provided for in the Agreement or the current legislation, any notices, requests or other communications (correspondence), submitted by the Parties to each other, must be in writing and sent to the receiving Party by mail in the form of registered mail, by e-mail (to the address and (or) from the Authorized address of the Contractor and (or) from the address of the Listener, specified when registering on the Website or by courier service. The date of receipt of correspondence shall be the date of receipt of notification of delivery of mail, including registered mail, electronic confirmation of delivery when sending by e-mail (or in the absence thereof - the moment of sending the message), or the day of delivery in the case of sending correspondence by courier. When considering disputes in court, the Parties' correspondence by e-mail, as well as correspondence through the Authorized address will be recognized by the Parties as sufficient evidence.
- 12.2. When executing (amending, supplementing, terminating) the Contract, as well as when conducting correspondence on these issues, the use of handwritten signature analogues of the Parties is allowed. The Parties confirm that all notices, communications, agreements and documents within the framework of fulfillment of obligations arising from the Contract by the Parties, signed by handwritten signature analogues of the Parties, shall be legally valid and binding on the Parties. Handwritten signature analogues mean authorized e-mail addresses and credentials to the Website.
- 12.3. The Trainee shall have all rights and powers necessary for the conclusion and execution of the Contract.
- 12.4. On all issues not regulated by this Agreement, the Parties shall be guided by the legislation in force of the Republic of Armenia.
- 12.5. The invalidation by a court of any provision of this Contract and rules shall not invalidate the remaining provisions.

13. Final provisions

- 13.1. This Agreement shall come into force from the moment of its Acceptance by the Listener and shall terminate upon fulfillment of mutual obligations by the Parties.
- 13.2. The text of this Agreement may be unilaterally changed by the Contractor at any time, in this case the version posted on the Website at <https://Mentorpiece.Education/> is considered to be the current one.

14. Contractor's requisites

Mentorpiece LLC
TIN 01058908
Legal entity code 54250851
Registration number 264.110.1337663
0069 Kanakere Zeitunt, Minas Avetisyan 3rd Street, house 5, Yerevan, RA

15. Contact details of the Contractor

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Appendix No. 1

to the Treaty

Name of the Listener	
Listener's Name	
Patronymic of the Listener	
Course Title	
Terms of rendering the Services	
Cost of Services	
Payment procedure	