Offer for the Provision of Career-Guidance Services Effective Date of This Version: December 11, 2024

City: Moscow

### 1. General Provisions

This document is a public offer (the "Offer") to provide career-guidance services on the terms set forth below. The official website for these services is https://brainyprof.com.

- 1.1. Acceptance of the Offer constitutes conclusion of a service agreement on the terms set forth herein.
- 1.2. Prospective Customers ("Clients") should read the Offer carefully. If the Customer (Client) disagrees with any provision, they should refrain from using the services.
- 1.3. Full and unconditional acceptance ("Acceptance") occurs when the Customer (Client) undertakes conclusive actions, including payment for services.

## 2. Terms and Definitions

Unless the context requires otherwise, the following capitalized terms shall have the meanings below:

- Offer this public proposal by the Service Provider to enter into a Service Agreement on these terms.
- **Customer** a natural person who accepts this Offer and undertakes to pay for the Services on behalf of a Client. This includes:
  - Any adult of legal capacity;
  - A parent or legal guardian acting for a minor Client;
  - A minor aged 14–17 acting on their own.
    When a Customer purchases Services for themselves, they enjoy all the rights and bear all the obligations of a Client.
- **Client** the natural person who actually receives the career-guidance service, provided someone else (e.g., a parent) pays on their behalf.
- Acceptance the Customer's or Client's full and unconditional acceptance of the Offer's terms.
- Career-Guidance Service (the "Service") the actions the Provider will perform for the Client, including EEG-based testing via a neurointerface, consultation with a career-guidance specialist, and delivery of a written report in electronic form. Full

details appear in Section 4.

- **Provider** Joint-Stock Company "Neurorevolution," OGRN 1237700501268, registered address: 105082, Moscow, Bakuninskaya St. 73 bldg. 2.
- **Service Website** the official web portal with information, documents, and the Offer, at https://brainyprof.com.
- **Electroencephalography (EEG)** a noninvasive method of recording the brain's bioelectrical activity.
- **Gift Certificate** a bearer document (including in electronic form), issued by the Provider, evidencing prepayment for the Service and entitling its holder to purchase the Service at current prices, less the certificate's nominal value.

# 3. Eligibility Requirements

- 3.1. The Service may be provided to:
  - Adults of legal capacity;
  - Minors aged 14–17.
    - 3.2. Children under 14 cannot receive the Service due to technical constraints of EEG measurement.
    - 3.3. When paying for another person, the Customer confirms they have read and will ensure the Client meets the requirements listed in clause 3.4 and understands the consequences of non-compliance (clause 3.5).
    - 3.4. Client requirements: by receiving the Service, the Client confirms that they:
  - Slept at least 8 hours the night before;
  - Are rested;
  - Do not suffer from autism spectrum disorders, epilepsy, or other brain diseases;
  - Are not taking hormonal or psychotropic drugs (stimulants, sedatives, tranquilizers, muscle relaxants, etc.);
  - Have no history of traumatic brain injury;
  - Have not consumed coffee or energy drinks within 2 hours before testing;
  - Have not used alcohol, nicotine, or other drugs within 2 hours before testing;

- (If a minor female) are between days 5 and 20 of their menstrual cycle.
  - 3.5. These requirements are essential for accurate measurement and interpretation. If unmet, results may be unreliable, and the Provider bears no liability.
  - 3.6. The Client agrees to follow all recommendations given during the Service.

## 4. Method and Procedure

- 4.1. The Service is informational and consultative; it is not medical.
- 4.2. It is based on interpreting EEG-recorded brain activity.
- 4.3. The Service comprises sequential stages; completion of one is required before the next begins.
- 4.4. Stages:
  - **Stage 1:** Client clicks "Sign Up" on the website, confirms they have read the materials, Offer, and consents, and pays 100 % prepayment.
  - Stage 2: Client completes an online questionnaire. Accurate responses are crucial for interpreting test results. Upon receipt, the Provider processes the data and prepares for testing and consultation.
  - **Stage 3:** Client schedules an in-office testing appointment online. Cancellations are governed by:
    - ≥ 48 hours before appointment: 80 % refund;
    - o 12–48 hours before: 40 % refund;
    - < 12 hours or no-show: no refund.</p>
  - Stage 4: At the reserved time, Client visits the Provider's office (Moscow, Bakuninskaya 73, bldg. 2, 5th floor "Headquarters" coworking) for neurointerface testing. A headset with electrodes and an fNIRS sensor records EEG data. A report is generated by the software.
  - **Stage 5:** The finalized report and questionnaire data are given to a career-guidance specialist, who conducts a one-hour individual consultation.

# 5. Price and Payment

- 5.1. Payment follows the rates posted on the Provider's website.
- 5.2. Accepted methods: bank cards, e-payment systems, and others as the Provider

specifies.

5.3. Breakdown of Service cost (minimum percentage of total):

Provider Action	% of Total Cost
Professional processing of questionnaire data (Stage 2)	20 %
Booking and holding the appointment slot (Stage 3)	10 %
Neurointerface testing (Stage 4)	30 %
Generating the final report (Stage 4)	10 %
Individual consultation with specialist (Stage 5)	30 %

### 6. Refunds

- 6.1. Refunds on Client-initiated cancellations: per clause 4.4.
- 6.2. If the Service is not rendered due to the Provider's fault: full refund.
- 6.3. No refunds once the Service is fully provided.
- 6.4. Refund procedure: Client submits a written request; Provider reviews and, if justified, refunds within 10 business days.
- 6.5. **Minors' Payment:** Clients aged 14–17 may pay independently under Civil Code Article 26.2.2. Parents/legal representatives must provide written consent for data processing and service. The Provider may request proof of age and relationship.

# 7. Confidentiality

- 7.1. The Provider will handle personal data per Federal Law "On Personal Data."
- 7.2. The Client consents to processing of their personal data for Service delivery.
- 7.3. EEG-recorded brain parameters are non-identifying and thus not "personal data."
- 7.4. Client consents to the Provider's retention and research-only use of test parameters.
- 7.5. The Provider ensures confidentiality of all Client information.

# 8. Intellectual Property

#### 8.1. The Provider owns:

- The career-guidance method described in Section 4;
- The Brainy EEG software;

- The Headband device.
  - 8.2. The Provider grants the Client a non-exclusive, limited license to use the software solely during Service delivery. No copying, distribution, or modification is allowed.
  - 8.3. All IP rights remain with the Provider; unauthorized use is prohibited.

# 9. Warranties and Liability

- 9.1. The Provider guarantees Service quality and confidentiality.
- 9.2. The Client is responsible for the accuracy of provided information.
- 9.3. Breach of Offer terms incurs liability under Russian law.

### 10. Final Provisions

- 10.1. This Offer is effective from its posting date and remains until amended or withdrawn.
- 10.2. The Provider may unilaterally amend the Offer by posting a new version; no separate notice is required.
- 10.3. Disputes are to be resolved by negotiation or, failing agreement, in court under Russian law.
- 10.4. By accepting, the Client confirms they have read, agree to, and consent to personal-data processing under Federal Law "On Personal Data."

## **Provider Contact:**

Joint-Stock Company "Neurorevolution" OGRN 1237700501268, Reg. Address: 105082, Moscow, Basmanny Muni. Dist., Bakuninskaya 73, bldg. 2

## 11. Gift Certificates

- 11.1. Terms for purchase and use of Gift Certificates:
  - The Customer may buy a certificate for themselves or a third party.
  - Nominal value is set by mutual agreement at purchase.
  - Valid up to 12 months from payment.
  - Serves as prepayment; holder purchases Services at prevailing prices, less certificate value.

- Payment for certificates must be cashless; cash payment terms require separate agreement.
- Certificates may be redeemed only during their validity. Holder enjoys no preferential treatment over other purchasers.
- Unused certificates after expiry are void; funds become Provider income.
- Certificates are non-refundable.
- Multiple certificates may be combined toward Service payment; if Service cost exceeds certificate value, balance is paid by holder; if less, remaining value stays on the certificate.
- After full redemption, physical or electronic certificates are cancelled.
- Transfer of a certificate to a third party requires that party's prior reading and unconditional acceptance of this Offer; presenting the certificate is deemed acceptance of its terms.