

Offer-Agreement
For provision of psychological services

Moscow

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This agreement-offer for the provision of psychological Services (hereinafter referred to as the "Agreement") is concluded between:

User - an individual who has reached the age of 18 (eighteen) years, who has the necessary legal capacity or who has received sufficient consent from legal representatives to conclude and execute the Agreement, who is interested in receiving psychological counseling services from the Contractor on a paid basis, who has accepted the terms of this Agreement, on one side and

Company - LLC Zigmund AM, a legal entity established and operating under the laws of the Republic of Armenia, address: Address: 0029, RA, Yerevan, Arshakunyats 49, territory 22, Reg number: 269.110.1226019, Tax number: 02297569, on the other side. Together, the User and the Contractor are referred to as the "Parties", and individually - the "Party".

1. The Subject of the Agreement

1.1. The Company undertakes to provide psychological services by involving third parties in the provision of the Services (hereinafter referred to as the "Services"), and the User undertakes to accept these Services and pay for them in accordance with the terms of this Agreement.

1.2. Services are provided through software consisting of objects of intellectual property, including, but not limited to, source code, design, photo, video and audio materials, texts and articles, as well as other content of it and all, without exception, components located on the Internet on the Internet. <https://zigmund.online> address, including any of its subdomains, as well as all chatbots and their architecture, additional services (hereinafter referred to as the "Site").

1.3. When registering, creating a User Account, sending an Application and otherwise using the functionality of the Site, as well as making a payment, the User accepts this Agreement in full, thereby unconditionally agreeing with all the terms and conditions of this Agreement, as well as accepting obligations and responsibility for its implementation. By accepting this Agreement, the User confirms that he accepts the Privacy policy which is located at the following web-page: https://docs.google.com/document/d/1jyRx-wzxotV_lcFbVx4X_1PmlW_cInbo/.

1.4. A session is a unit of the Service provided by the Company to the User (hereinafter referred to as the "Session"). The duration of the Session is set depending on the Service and is determined on the Site, and communication during the Session takes place through a computer program or any other computer program permitted by the Agreement and providing the parties with the opportunity to communicate remotely via video calls or audiovisual communication (hereinafter referred to as the "Means of Communication"), through the Site and / or other means of communication and communication indicated on the Site.

2. Rights and Obligations of the parties

2.1. The company is obliged:

2.1.1. Organize and provide psychological assistance to the User in the form of remote individual consultations.

2.1.2. When conducting consultations, use the necessary modern and safe methods and ways of providing psychological assistance.

- 2.1.3. Create the necessary conditions for the normal and high-quality provision of the Services, ensure the safety of the process of their provision.
- 2.1.4. Ensure the confidentiality of information received from the User during consultations.
- 2.1.5. To be responsible for the actions of third parties involved in the provision of the Services, as for their own.
- 2.2. The company has the right:
- 2.2.1. If it is impossible to provide the Services at the agreed time, offer the User to reschedule the date and/or time of the provision of the Service.
- 2.2.2. Refuse to hold a Session if the User takes actions directly and/or indirectly that impede the holding of the Session without compensation for losses and the application of penalties for cancellation as agreed with the Company.
- 2.4. The user is obliged:
- 2.4.1. Comply with the provisions of the Agreement, as well as other documents and regulations posted on the Site;
- 2.4.2. Timely and in full pay for the Services of the Contractor in the manner prescribed by the Agreement, and the agreement of the payment service (payment services), as well as the terms of the Certificate (if applicable);
- 2.4.3. Not take any action before or during the Session that may affect the proper conduct of the Session;
- 2.4.4. Notify the Company about the cancellation/impossibility of holding the Session no later than 8 (eight) hours in advance. At the request of the Contractor, the User pays for the Services (Sessions) in full in the prescribed manner in case of violation of the term of such notification and in case of exhaustion of the limit for canceling / rescheduling the Session for 1 (one) calendar month as a penalty for violation of the Agreement out of court. If it is impossible to process the transaction by the payment system integrated on the Site due to insufficient funds and/or for any other reason, the Session will be canceled automatically.
- 2.5. The User has the right to refuse to execute this Agreement, subject to payment to the Contractor of the expenses actually incurred by him.

3. Cost of Services and payment procedure

- 3.1. Services under the Agreement shall be paid for in one of the following ways:
- 3.1.1. By purchasing a "Certificate" - an order by the User of a session / psychological counseling on special conditions, paid for in advance, which is made by the User for the Company in accordance with the following agreement: <https://docs.google.com/document/d/1U1EbiqYLD9mjjQCWyi7abHfAtOcVq4Hc/>. Making an advance payment is confirmed by a special alphanumeric code automatically generated by the Site. The user can use the code during the direct passage of the Session in a special field on the Site.
- 3.1.2. By purchasing a session / psychological counseling, paid for in advance, which is made by the User for the Company in accordance with the terms and payment fees of <https://zigmund.online> website.
- 3.2. The cost of the Services is determined by the Company in Russian rubles and is indicated on the Internet page located at: <https://zigmund.online/podarochnyye-sertifikaty> for clause 3.1.1. of Agreement and <https://match.zigmund.online/form> for clause 3.1.2. of the Agreement.
- 3.3. Payment for the Services is made in US dollars and includes all applicable taxes and fees.
- 3.4. To be able to pay for the Services under the Agreement, the User must be located outside the Russian Federation or the Republic of Armenia, as well as make a payment in accordance with the Rules for the purchase and use of the certificate specified in clause 1.3. of the Agreement.
- 3.5. Payments made under clause 3.1.1. and clause 3.1.2. are non-refundable.

4. Responsibility of the Parties

4.1. In case of non-fulfillment or improper fulfillment of the terms of this Agreement, the Parties shall be liable in accordance with the current legislation of the Republic of Armenia.

4.2. Force majeure circumstances (unforeseen circumstances of insuperable force), for which the Parties are not responsible (natural disasters, strikes, wars, adoption of laws and by-laws by state bodies that impede the execution of the Agreement, and others), release the Party that has not fulfilled its obligations in connection with the occurrence of these circumstances, from liability for such non-fulfillment for the duration of these circumstances. If these circumstances continue for more than 3 (three) months, each of the Parties will have the right to refuse to fulfill obligations under this Agreement.

4.3. The Company is not responsible for any interference, failures or other technical problems in telephone networks, communication lines or Communication Systems, as well as for any other technical problems that adversely affect the Session, if such problems are beyond the control of the Company. To conduct the Session, each of the Parties shall be obliged to ensure connection to the Internet and the possibility of using the provided Communication Systems.

4.4. When concluding the Agreement, the User is aware that the Services provided do not guarantee the achievement of the result expected by the User, and the absence of improvements in the psychological state of the User does not in itself indicate poor quality of the Services or insufficient qualifications of the person involved by the Company.

5. Procedure for consideration of disputes.

The procedure for changing and terminating the Agreement

5.1. Disagreements arising between the Parties in connection with the execution of this Agreement shall be resolved through negotiations.

5.2. If it is impossible to resolve disputes and disagreements through negotiations, the Parties shall submit them for consideration to the court in accordance with the current legislation of the Republic of Armenia.

5.3. The Company has the right to make changes to the Agreement without prior notice to the User. Each User is obliged to regularly and independently monitor changes to the Agreement. The use of the Site or the provision of Services under the Agreement by each Party after making changes confirms the agreement of the Parties with the modified version without reservation.

5.4. In case of deletion of the User's account from the Site, regardless of the grounds for deletion, or termination / unilateral refusal to execute the user agreement, the Agreement shall terminate at the time of such deletion / termination. In this case, in agreement with the Company, the User shall reimburse the Company for losses in full.

6. Final provisions.

6.1. In all other respects that are not regulated by this Agreement, the Parties are guided by the current legislation of the Republic of Armenia.

6.2. The Agreement is considered concluded from the date of its acceptance by the User.

6.3. If any provision of the Agreement is declared invalid by a court decision, the Parties agree that such provision will be considered replaced by another provision that implements the original intentions of the Parties (to the extent permitted by law). If one of the provisions of the Agreement becomes invalid due to changes in the legislation of the Russian Federation, then this is not a reason for suspending the operation of the remaining provisions. The invalid provision must be replaced by a provision that is legally permissible and close in meaning to the amended one. The invalidity of one or more provisions of the Agreement does not entail the invalidity of the entire Agreement or its other provisions.