PUBLIC AGREEMENT

The following terms and conditions are the conditions of Public Agreement (hereafter also “Agreement”) between Technologist CJSC (hereafter also “Service operator”) and physical person and/or individual entrepreneurs (hereafter also “Customer and/or User” and together with the Service operator “Parties”), wishing to receive services prescribed in the Agreement set forth below:

Public agreement considers to be signed by the Customer by clicking on “I have read and agree to the Terms and Conditions” button.

By signing the Agreement, the User confirms, that he/she has read all terms and provisions of the Agreement, that such provisions are fully comprehensive and acceptable for him/her.

The User certifies, by simply accepting the Agreement, that according to the legal and/or statutory provisions, he/she has the right to use the Services and access the pages related to the Services and undertakes full responsibility for choosing and using the Service.

The User understands and accepts that the personal data he/she provides to the Service operator or Merchant are processed in order to provide optimum conditions of the services, advertising services, marketing and publicity services, online loyalty card management, and/or deliver goods and services.

The User understands and accepts the Service operator provides an online platform for managing the loyalty cards of the Users and for the Merchant promotions. As a consequence, Service operator has no obligation nor responsibility regarding the following: the Users who access the Services through the System; the content of the files sent to Users; the entities that issued loyalty cards, rejection by Merchants to use the accumulated points, the fraud of customer account balance, the information received by the Users from using the Services, the optimal operation of the equipment on which the User has installed / uses inOne; any consequence that may derive from those mentioned above; actions which may / may not be performed by any User or any individual, as a direct or indirect result of using the Services.

User agrees that the Service operator will comply with and fulfil all legal obligations regarding the transfer of personal data to any other entity to accomplish the Services. Acceptance of the Agreement by User and further access of the System means the express consent given by Users for the processing and disclosure of their personal data by the Service operator to the Merchant, Third parties, according to the conditions of this information note and legal provisions.

1. The Main definitions Used in the Agreement

Service operator or Operator- “Technologist” closed joint-stock company, who provides the Functionalities/Services described in the Agreement by OMS. Information about Service operator is available on the internet site https://veolia.technologist.ai/.

System or OMS - mobile-application, as well as website, which is the property of Service operator, and which are used in the Internet environment to ensure the provision of services for the Customer.

Customer or User - A Physical person, who is using the mobile application or website

Not registered user - The customer, whose identity has not been registered through the procedure specified by the Service operator. This allows only limited use of application.

Registered user - The customer, whose identity has been specified by the Service operator, through the procedure specified by the Service operator

Third Person - Each Physical Person, individual entrepreneur, legal entity who does not consider to be Service operator or the Customer/User of “OMS”, but who can be in any civil legal relations with them.

2. Service provision

The Service operator provides Functionalities/services in accordance with the current terms, and the Customer uses them in accordance with current legislation, System rules and conditions of the Agreement.

Types of Functionalities/Services are;

- Access to the system with created username and password
- Approve and reject the document

The types of services, methods of delivery the functionalities, and terms are posted on the public part of the official website and are introduced before application registration.

Service operator shall make best efforts in order to provide the User access to the Services 24 hours a day, seven days a week.

3. Account Management, Transactions Made by the Account

In order to get registered in the System, the User shall enter into the System already created username and password (main identification channel for the system) owned by or accessible for the User.

With each username Customer can have only one working registration, if something other is not determined by the Service operator.

In order to identify the Customer in the electronic way and to allow to manage of the OMS account , the Customer may be provided with the numbers, codes, passwords /pin/ or other requisites. The account is managed through the mobile application or by the other technical means. Each email or mobile phone number can be used for getting Services only by one “OMS account”.

The User must have in his/her possession working registration, cards, codes, passwords /pin/ or other requisites and must not give them to the Third persons, otherwise the User will be responsible for Third person’s entire activity on the System.

The Service operator has a right to require from the client who has the status of Registered User but is not of an adult age stated by the legislation of Republic of Armenia, to confirm his/her operations by his/her legal representative, if there not sufficient basis to consider the Customer fully capable.

4. Rights and Obligations of the Parties

The user has a right;

- Use the Services due to the Agreement conditions,
- Get information about offered Services and other conditions,

Rights of the User concerning his personal data on the application:

- Right of access to his personal data collected on the Internet Site and via the Application,
- Right to modify it

The application enables Users:

- manage information relating to his profile,
- Get informed about new tasks

The user is Obliged:

The User acknowledges and accepts that he cannot use the Application, the Internet Site, the User Area and the Services except for his own needs within the framework of a strictly personal, private and non-commercial use, which he expressly guarantees.

In connection with this, the User may not, in particular:

- use or attempt to use any and all data belonging to a third party,
- commit or attempt to commit a criminal infraction or infractions,
- use the Services for purposes other than those for which they are intended,
- divert or attempt to divert the Services for purposes other than those for which they are intended,

The Operator is Obliged:

- The System's Operator is obliged to state the proper processing of the User's; identification, according to the RA Law "About Money Laundry and Combating Terrorism Financing" or due to the process of identification through payment card (credit card) released by trade banks, with the exception of payment cards released by trade banks of high risk countries stated by Financial Action Task Force (FATF).
- Exert the necessary measures in order to ensure the access of Service use and the proper quality of the Services within the frameworks of present technical opportunities.
- To inform the User about arising, changing and eliminating of that circumstances, which are essential for the implementation of a given Agreement; especially publish the tariffs on the official website and regularly update the list of services, publish the system rules, etc.
- Investigate and solve the complaints submitted by the Users within 10/ten/ working days due to order specified by internal procedures of the Operator.
- In case of loss of the Password and/or PIN code by the User, provide the latter with a new one or restore the lost one, in accordance with the Data recovery procedure.
- To implement other Agreement provided obligations.

5. Responsibility

The Service operator cannot be held liable in any way or to any extent for any action taken by the User nor for use in any way of the Services or any other activity in connection with the Services. The User uses the Services at its own risk. Any information provided through the Services is used by the User at its own risk.

The User is responsible for his/her entire activity on the Services or in connection thereof. Any attempt by any User to fraudulently, abusively or illegally use the Services or any attempt by any User to use the Services against the provisions of the Agreement or interests of the Service

operator or any other persons grants the Service operator the right to discontinue or suspend for a period decided by the Service operator on its sole discretion the right of the User to fully or partially use the Services or to access the System.

The Service operator does not implicitly or expressly guarantee for the provision of the Services. The Service operator will make all reasonable efforts to ensure the accuracy and confidence in the Services and will try to correct errors and omissions as quickly as possible.

The Services and the related web pages are made available to the Users on “as is”, “as they are available” basis, without any implicit or express guarantee, and without any liability of the Service operator in connection thereof. The Service operator does not guarantee in any way or to any extent the results of using the Services and the Users undertakes all risks and full legal liability in connection thereof. The Users expressly understand and accept that the Service operator is exempted of any liability for any direct, indirect damages, or damages resulted from the use of the Service or any other matter in connection with the Service, as well as from the use of the pages relating to it in any way and any legal consequences deriving in connection thereof.

The Users understand and accept that the Service operator is exempted of any liability in the event of any downtime, outage, disturbance, failure or error in the operation of the Services and related web pages, in the event of a technical error of any kind during the provision of the Services, as well as in any situation in which it would not be possible to certainly prove that any error or technical issue of those mentioned above is due directly and exclusively to wilful or intentional misconduct of the Service operator.

In cases of force majeure, the Service Operator and/or collaborators, operators, managers, employees, branches, subsidiaries and its representatives are completely exempted of any liability. Cases of force majeure include, but not limited to, errors in operating the technical equipment of the Service Operator, lack of Internet connection, lack of telephone lines connection, computer viruses, cyber-attacks of any kind and the interference with malicious software, unauthorised access in the Site’s systems, operation errors, strike etc.

6. Governing Law

The Agreement shall be governed by the laws of the Republic of Armenia without regard to the choice of law provisions thereof.
The Parties unconditionally agree that any legal action or proceeding with respect to this Agreement shall be examined exclusively in courts in accordance with the applicable Republic of Armenia law.