

PUBLIC OFFER

FOR THE PROVISION OF EDUCATIONAL SERVICES

For Individuals

This document constitutes a public offer by the “Union of Banks of Armenia” Public Organization (hereinafter referred to as the “UBA”) addressed to individuals for the conclusion of a paid educational services agreement. By registering and accepting this Offer in the manner prescribed below, the person confirms that they have read, understood, and unconditionally accepted its terms.

1. General Provisions and Key Definitions

1.1. Service Provider — the “Union of Banks of Armenia” Public Organization (hereinafter referred to as the “UBA”), which organizes and provides educational services through its Training Center.

1.2. Participant — a legally capable individual who has reached the age of 18, or a person who has acquired full legal capacity before reaching the age of 18 in accordance with the procedure established by law, who has registered and accepted this Offer.

1.3. Program — a course, training, seminar, educational or qualification program, examination preparation, knowledge assessment, or other educational activity organized by the UBA, the specific terms of which are published on the Website.

1.4. Website — the internet website www.uba.am, including its pages relating to the Training Center and electronic registration forms.

1.5. Program Page — the page of the Website where, prior to registration, the main characteristics of the relevant Program are presented, including its name, content, format, location or online platform, language, lecturer or organizer, start date, duration, schedule, participation prerequisites, price, payment terms, certification or examination terms, and other specific information.

1.6. UBA details:

Name: “Union of Banks of Armenia” Public Organization;
Address: Republic of Armenia, Yerevan, 19a Koryun Street, 6th floor;
Telephone: +374 60 522233;
Training Center: +374 99 527731;
Email: learning@uba.am;
Website: www.uba.am.

1.7. This Offer, the relevant Program Page, the terms displayed to the Participant during registration, the registration confirmation sent by the UBA, and the Website's Privacy Policy together constitute the agreement concluded between the parties.

In case of any conflict, the specific terms applicable to the relevant Program and presented to the Participant prior to registration shall prevail over the general terms.

2. Subject Matter of the Agreement

2.1. The UBA undertakes to organize and provide the Participant with the educational services stipulated by the selected Program, while the Participant undertakes to accept the services and, if the Program is paid, to pay for them.

2.2. The scope of services, results, and periods of provision shall be determined by the Program Page and the registration confirmation. The description of the Program and promotional materials shall form part of the agreement to the extent that they contain clear terms of the relevant Program and have not been changed prior to conclusion of the agreement with proper notification to the Participant.

2.3. The UBA shall have the right to engage lecturers, experts, third parties conducting examinations or certification, and persons providing technical support in the provision of services, while retaining the obligations assumed by the UBA under this Agreement.

2.4. If the Program is organized with the participation of an international or other partner organization, the examination, certification, platform use, or professional conduct rules of such organization, as published in advance, shall apply to the relevant extent. Such rules may not restrict the mandatory rights of the Participant provided for by the legislation of the Republic of Armenia.

3. Conclusion of the Agreement and Registration

3.1. This Offer shall be deemed accepted and the Agreement concluded in writing when the Participant:

- completes and submits the Program registration form, providing all required, complete, and accurate information;
- in the case of a paid Program, makes the payment or receives written confirmation from the UBA if payment is to be made based on an invoice or within another specified period.

In the case of a free Program, the Agreement shall be deemed concluded upon the UBA sending the registration confirmation to the Participant's email address.

3.2. Prior to placing an order, the Participant shall verify the selected Program, its price, schedule, format, and their contact details.

3.3. Before the commencement of the provision of services, the UBA shall send the registration confirmation and these terms to the email address provided by the Participant, or a link or file enabling the terms to be retained in an unchanged form.

3.4. The UBA may refuse to confirm or may cancel registration if the places in the Program have been filled, the Participant does not meet the published prerequisites, has failed to make payment within the prescribed period, has provided clearly inaccurate information, or has previously materially violated the rules of the educational process.

The amount paid shall be refunded if the non-confirmation of registration is not due to a service already provided or actual and legally permissible expenses incurred for the Participant.

3.5. Registration is personal. Replacement by another person shall be possible only with the UBA's prior written consent and provided that the replacing person meets the prerequisites of the relevant Program.

4. Price and Payment Procedure

4.1. The price of the Program and the payment currency shall be indicated on the Program Page and displayed to the Participant prior to confirmation of the order. The price includes taxes and mandatory payments prescribed by law.

4.2. Payment shall be made using a method available on the Website or using the payment details provided by the UBA. Any fees charged by a bank, card payment service provider, or other payment service provider shall be borne by the Participant.

4.3. Payment shall be deemed completed upon the funds being credited to the UBA's account. The UBA shall provide or make available a document confirming the payment in accordance with the procedure prescribed by law.

4.4. Discounts shall apply under the terms specified on the Program Page. Multiple discounts shall not be applied simultaneously unless otherwise provided on the Program Page. A group discount shall apply only if the published minimum number of participants and the registration conditions for participants from the same organization are met.

5. Withdrawal from the Agreement and Refund of Payments

5.1. In the case of an agreement concluded through the Website or another means of distance communication, the Participant may withdraw from the Agreement without providing a reason

within 5 days from the date of conclusion of the Agreement, but no later than 3 days before the date of the course, except in cases provided by law.

To withdraw, the Participant shall, before expiry of the relevant period, send a clear statement to learning@uba.am or use the form available on the Website. The sample form set out in Appendix 1 to this Offer may be used.

5.2. Upon receipt of a proper notification of withdrawal, taking into account the calculation provided for in Clause 5.3, the UBA shall refund the refundable payments received from the Participant no later than within 14 days, using the same payment method, unless the Participant has agreed to another method and such method is technically possible.

5.3. If the Participant has failed to comply with the withdrawal period specified in Clause 5.1, the UBA shall have the right not to refund the amount paid, or to make a refund after deducting expenses or losses incurred by the UBA.

5.4. Merely failing to attend a class shall not constitute a notice of withdrawal. Make-up of a missed class or refund due to non-attendance shall be provided only where stipulated by the Program Page, agreed upon by the UBA, or required by law.

This Clause shall not restrict the Participant's right to withdraw from the Agreement in accordance with the procedure specified in Clause 5.1.

5.5. Any delay in providing the identification and banking details necessary for a refund shall extend the technical processing period for the refund accordingly, if the UBA is objectively unable to make the refund without such information.

6. Modification, Postponement, and Cancellation of the Program

6.1. The UBA may, for reasonable reasons, change the lecturer, the sequence of individual topics, the classroom, or the online platform, provided that such change does not reduce the essential content or quality of the Program. The Participant shall be notified of the change as soon as reasonably possible.

6.2. In the event of a change to the Program start date, schedule, format, overall duration, or another material term, the Participant may accept the change, transfer to an equivalent Program offered by the UBA, or withdraw from the Agreement and receive the amount paid for the services not provided.

6.3. If the UBA cancels the Program or is unable to provide it, the Participant shall be offered another date or an equivalent Program.

If the Participant does not agree, the amount paid shall be refunded in full, and in the case of a partially provided Program, in the amount attributable to the unprovided portion, except in cases where the law provides for withdrawal from the entire Agreement due to a breach by the UBA.

6.4. Failure to reach the minimum number of participants may constitute grounds for postponement or cancellation of the Program.

7. Rights and Obligations of the UBA

7.1. The UBA shall:

- provide, in Armenian, necessary, accurate, and comprehensible information concerning the Program and the Agreement prior to conclusion of the Agreement;
- provide the services in the published scope, within the specified periods, and with appropriate quality;
- ensure reasonable organizational and technical conditions for the educational process;
- timely inform the Participant of material changes;
- maintain the confidentiality and security of the Participant's personal data; and
- where provided by law and the terms of the Program, provide a document certifying participation, examination results, or qualification.

7.2. The UBA shall have the right to:

- establish prerequisites for participation in the Program, the maximum number of places, and assessment and certification criteria;
- require the Participant to comply with educational, safety, academic integrity, and online platform usage rules;
- temporarily restrict or terminate the Participant's participation in cases of material violations specified in Clause 8.3, by notifying the Participant in advance or, in urgent cases, immediately; and
- send communications related to the performance of the Agreement for the purposes of organizing the Program.

8. Rights and Obligations of the Participant

8.1. The Participant shall have the right to receive complete information regarding the Program, use services of appropriate quality, submit questions and complaints, and exercise other rights provided by law and this Agreement.

8.2. The Participant shall:

- provide accurate and up-to-date information and notify the UBA of any changes thereto;
- pay the price of the Program on time;

- comply with the schedule, reasonable instructions of the lecturer, internal discipline, and the rights of other participants;
- personally complete assessment assignments and refrain from using prohibited assistance;
- for an online Program, ensure the necessary equipment, internet connection, software, and confidentiality of their login credentials; and
- not transfer access to the Program, materials, or examination questions to third parties.

8.3. Violence, offensive or discriminatory behavior, materially obstructing the educational process, participating on behalf of another person, cheating, unlawful distribution of assessment materials, or material infringement of intellectual property rights may constitute grounds for termination of participation.

In such cases, settlements between the parties shall be made based on the services actually provided and the actual expenses incurred by the UBA, without limiting any other claims of the parties provided by law.

9. Attendance, Assessment, and Certification Terms

9.1. The minimum participation and attendance threshold, assignment and examination requirements, passing score, and specific conditions for issuance of a certificate shall be specified on the Program Page or in the rules made available prior to registration.

9.2. A certificate or qualification shall be issued only to a Participant who meets the published criteria.

Participation in the Program itself does not guarantee passing an examination, obtaining a qualification, employment, promotion, or recognition by any third party, unless the UBA has expressly assumed such a guarantee.

9.3. At the UBA's request, the Participant shall present an identification document during an examination, certification process, or when using a platform requiring personal access.

9.4. An objection concerning a result or assessment shall be submitted to learning@uba.am within 5 business days after receiving the result, unless another period is established by the rules of the relevant Program.

The UBA or the authorized partner shall review the objection in accordance with the applicable assessment rules.

10. Educational Materials and Intellectual Property

10.1. Program recordings, presentations, assignments, tests, manuals, trademarks, and other materials are protected by intellectual property legislation and belong to the UBA or the respective rights holder.

10.2. The Participant is granted a limited, non-exclusive, and non-transferable right to use the materials solely for personal educational purposes during the period specified on the Program Page.

10.3. Without the prior written consent of the rights holder, the recording of classes in audio or video format, reproduction, distribution, publication, sale, public display of materials, transfer of access credentials, or creation of competing educational materials based thereon is prohibited, except for uses expressly permitted by law.

10.4. If the UBA intends to record a class, the Participant shall be informed in advance of the purpose of the recording, the scope of its use, and available choices.

The use of the Participant's image or voice for marketing purposes shall be deemed to have been authorized by the Participant unless the Participant has previously objected in writing.

11. Processing of Personal Data

11.1. The UBA processes the Participant's personal data for the purposes of concluding and performing the Agreement, organizing payment, administering the educational process and assessment, issuing certificates, fulfilling statutory obligations, and protecting rights, in accordance with the legislation of the Republic of Armenia and the Privacy Policy published on the Website.

11.2. Data may, to the extent necessary, be transferred to payment service providers, lecturers, operators of technical platforms, partners conducting examinations or certification, and bodies authorized by law.

The conditions for transferring data to an international partner or a platform operating outside the Republic of Armenia shall be presented in the Privacy Policy or in a separate notice.

11.3. The Participant may exercise the rights provided by law to access their data, correct, block, or delete such data, object to their processing, or withdraw consent by contacting learning@uba.am or uba@uba.am.

Withdrawal of consent shall not affect the lawfulness of processing carried out before the withdrawal and shall not eliminate any obligation to retain data where such retention is required by law or the Agreement.

11.4. Advertising messages or messages concerning new Programs shall be sent only with the Participant's separate consent, which may be withdrawn at any time.

Such consent is not a condition for participation in the Program.

12. Liability and Force Majeure

12.1. The parties shall be liable for failure to perform or improper performance of their obligations in accordance with the procedure established by the legislation of the Republic of Armenia and this Agreement.

No provision of this Agreement shall restrict the mandatory rights of a consumer provided by law.

12.2. The UBA shall not be liable for the Participant's inability to use the service due to malfunction of the Participant's device, software, electricity supply, or internet connection, an incorrect email address, login credentials transferred to a third party, or other reasons attributable to the Participant, provided that the UBA has fulfilled its obligation to make the service available.

12.3. A party shall be released from liability to the extent that the breach of an obligation resulted from a force majeure circumstance arising after conclusion of the Agreement, beyond its reasonable control, and impossible to prevent.

Such party shall notify the other party as soon as reasonably possible and shall take reasonable measures to mitigate the consequences.

12.4. If, due to force majeure, the provision of the Program is materially delayed or becomes impossible, the UBA shall offer a new schedule or an equivalent Program, and if the Participant does not agree, shall refund the amount paid for the services not provided in accordance with the procedure prescribed by law.

13. Communications and Complaint Handling

13.1. Notices relating to the performance of the Agreement shall be sent to the email address or telephone number provided by the Participant during registration, while communications addressed to the UBA shall be sent to learning@uba.am.

The Participant is responsible for keeping their contact details up to date.

13.2. An electronic communication shall be deemed received from the moment it enters the information system of the recipient, unless the sender receives an automatic non-delivery notification or otherwise proves otherwise.

13.3. A complaint concerning the quality of the service, payment, refund, or personal data must include the Participant's name, the name of the Program, contact details, the claim, and the information supporting the claim.

The UBA shall confirm receipt of the complaint and respond within a reasonable period, while observing the time limits established by law.

14. Applicable Law and Dispute Resolution

14.1. The Agreement and the relationships arising therefrom shall be governed by the legislation of the Republic of Armenia.

14.2. The parties shall seek to resolve disputes through negotiations and the exchange of written communications.

If no agreement is reached, the dispute shall be resolved by a competent court of the Republic of Armenia in accordance with the jurisdiction and venue rules established by law.

15. Final Provisions

15.1. The Agreement shall remain in force from the moment of its conclusion until the parties have fully performed their obligations or until it is terminated on a ground provided by law or this Agreement.

15.2. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue to remain in force. The mandatory legal provision shall apply in place of the invalid provision.

15.3. The UBA may amend the Offer for future registrations by publishing a new version on the Website.

The version in force at the time of acceptance shall apply to an Agreement already concluded, except for amendments required by law or more favorable to the Participant.

15.4. The Participant may save or print this Offer.

The UBA shall retain records of the version of the Offer applied and electronic records confirming the Participant's acceptance for the periods established by legislation and the Privacy Policy.

Appendix 1

Sample Withdrawal Form

This form may be used to withdraw from an agreement concluded remotely or outside the business premises.

Instead of completing this form, the Participant may send another clear statement containing the same information.

To:

“Union of Banks of Armenia” Public Organization

Republic of Armenia, Yerevan, 19a Koryun Street, 6th floor

learning@uba.am

Statement

I hereby notify you that I withdraw from the agreement for the provision of the educational services specified below.

Program Name:

Date of Conclusion of the Agreement:

Participant's First and Last Name:

Email Address and Telephone Number:

Payment Details or Order Number:

Date and Signature:

The signature shall be completed only when the statement is submitted in paper form.

Submission email address:

learning@uba.am