

Service Agreement

(hereinafter referred to as the "Agreement")

McLean, Virginia, United States of America

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Section 1.

A. Parties:

MOZERTON LLC, a private limited liability company organized and operating under the laws of the United States of America, located at 8231 Crestwood Heights Dr APT 1304, McLean, VA, USA 22102 (hereinafter referred to as "MOZERTON LLC"), and a fully capable individual (including those who have reached the legal age of majority) acquiring services for their own interests (hereinafter referred to as the "Client") or on behalf of a minor, whose legal representative is the Client.

B. Offer:

The Agreement constitutes an offer (offer) by MOZERTON LLC to the Client to conclude the Agreement on the terms specified below. The offer is considered made from the moment of its publication at: <https://mozerton.com/offer-agreement/> (hereinafter referred to as the "website").

Section 2.

A. Acceptance

1. The acceptance of the offer is considered by the Client taking the following actions:
 - receipt by MOZERTON LLC of funds from the Client as payment for the services of conducting distance learning sessions for the Client (hereinafter referred to as the "services").
2. The offer is considered accepted, and the Agreement is concluded by the Client on the terms of the offer and enters into force from the moment MOZERTON LLC

receives payment for the services. The acceptance is full, unconditional, and absolute.

3. The Client is informed and agrees that the fact, time, and date of acceptance of the offer (conclusion of the Agreement) by the Client are determined based on data from MOZERTON LLC.

B. Entry into Force. Application

1. This version of the Agreement comes into force on the next calendar day from the date of its publication indicated in the upper left corner of the Agreement. In case the Client does not agree with the terms of this version of the Agreement, they shall be guided by the provisions of clause 2.1. part D of this version of the Agreement. All subsequent versions of the Agreement come into force on the date of publication indicated in the upper left corner of the respective version of the Agreement, unless otherwise provided in such version of the Agreement.
2. The terms of this version of the Agreement apply to services purchased on the next calendar day from the date of publication of this version of the Agreement, indicated in the upper left corner of the Agreement.
3. The terms of the Agreement apply to services offered on the website, unless otherwise provided in the Agreement.

C. Client's Representations and Warranties

1. Any Client entering into the Agreement represents and warrants to MOZERTON LLC the actual presence and compliance with the following circumstances:
 - 1.1. The Client is an individual with full legal capacity and legal capacity, including having reached the legal age of majority in accordance with applicable law; or
 - 1.2. The Client is an emancipated minor or a minor who has obtained consent from their legal representative (parent, legal guardian, or custodian) to enter into the Agreement in accordance with applicable law; or
 - 1.3. The Client is an individual and the legal representative (parent, legal guardian, or custodian) of a minor and enters into the Agreement on their behalf, having previously provided the minor with permission to use the services, the legal representative accepts the terms of the Agreement on behalf of the minor and is responsible for the

proper use of the services by the minor and compliance with the terms of the Agreement; and

1.4. No consent or approval of any third parties is required for the Client to enter into and perform the Agreement.

2. MOZERTON LLC may request the Client to provide documents confirming the above at any time, and the Client undertakes to provide such information and documents within 5 (five) calendar days from the date of the request.

D. Amendment of the Agreement:

1. The Agreement regarding the cost of services may be amended by MOZERTON LLC by publishing a new cost of services on the website, while the cost of prepaid services shall not be subject to change.

1.1. Each time before making payment for services, the Client undertakes to review the terms of payment for services. By paying for the services, the Client agrees to the terms of payment for services valid on the date of payment. In case the Client disagrees with the new terms of payment for services, they shall be guided by the provisions of clause 2.1. part D of this version of the Agreement.

2. The Agreement regarding other terms may be amended by MOZERTON LLC by publishing a new version of the Agreement on the website.

2.1. The Client undertakes to review the terms of the new version of the Agreement after its publication date. By continuing to use the services after the publication date of the new version of the Agreement, including making payment, the Client agrees to the terms of the new version of the Agreement. In case the Client disagrees with the terms of the new version of the Agreement, the Client undertakes not to make payment for services after the publication date of the new version of the Agreement, as well as on the date of expiration of the subscription period or on the date of complete utilization of the services paid for by the Client, whichever comes earlier. In this case, the Client has the right to submit a request to MOZERTON LLC for a refund of funds in accordance with Section 10 of the Agreement. The Agreement shall terminate on the date of complete utilization of the services paid for by the Client or on the date of receipt by MOZERTON LLC of a request for a refund of funds, whichever comes earlier.

- The Client is informed and agrees that the fact, time, and date of:
- making payment by the Client,
- publication of a new version of the offer,

- expiration of the period of provision of services under the corresponding package of sessions,
 - completion by the Client of each, including the last session of the package,
 - termination of the Agreement -
- are determined based on data from MOZERTON LLC.

Section 3.

A. Subject

1. MOZERTON LLC provides the Client with paid services for conducting distance learning sessions, webinars, and other consultations, and the Client undertakes to use the paid services during the subscription period or as a one-time occurrence, depending on the nature of the purchased service.
2. Services are provided during the term of this Agreement with the involvement of instructors and other speakers, unless otherwise provided in the Agreement.
3. The description of the services, including the subject matter of the sessions conducted, sessions for children or adult clients, the scope of services (packages of sessions available for purchase, number of sessions in a package), other characteristics, cost, and terms of service provision, are stated on the website.
4. If not stated otherwise on the website:
 1. services are provided upon the Client's request subject to availability;
 2. the duration of one distance learning session is 60 (sixty) or 80 (eighty) minutes;
 3. the period of sessions comprises 8 (eight) sessions within one calendar month;
 4. the subscription period for all packages of sessions is 4 (four) weeks.
5. MOZERTON LLC has the right to provide other services, the description, scope, characteristics, and terms of provision of which may be indicated in the Agreement or on the website.
6. MOZERTON LLC has the right to engage any individuals and legal entities to ensure timely and quality provision of services under the Agreement.

B. Payments

1. Services are paid, unless otherwise stated on the website; the cost of services (specific package of sessions) is indicated on the website.
2. The Client makes payment in the amount of 100% (one hundred percent) of the cost of the service package and a deposit in the amount of 50 (fifty) US dollars, in non-cash form, using one of the electronic payment services available on the website, within the timeframe specified in the invoice.
3. The Client's obligations to make payment shall be considered fulfilled upon the receipt of funds to MOZERTON LLC's bank account in full. The date and time of receipt of funds to MOZERTON LLC's bank account are determined based on data from MOZERTON LLC.
4. The Client is solely responsible for the correctness of the payments made.

5. Payments for services to MOZERTON LLC are processed by a company acting under an agreement with MOZERTON LLC (hereinafter referred to as the "Processing Center"). All rights and obligations arising in the process of payments arise directly between the Processing Center and the payer.
6. MOZERTON LLC does not process personal data of payers provided in connection with payments processed by the Processing Center. MOZERTON LLC does not store bank card details on its resources.
7. The fact of the Client's payment for a specific service is confirmed by a receipt generated by the Processing Center.
8. In case of the Client's failure to make timely prepayment for services, all previously applied discounts and promotions are canceled, and the new cost is determined in accordance with the price list on the mozerton.com website at the time of payment.
9. In the event of non-payment for services rendered under this Agreement, MOZERTON LLC reserves the right to take necessary actions to recover the outstanding balance, including but not limited to engaging third-party collection agencies and reporting the delinquent account to credit reporting agencies. Prior to reporting, the Client will be notified in writing of the outstanding balance and the intention to report.

C. Deposit Refund

1. To refund the deposit, the Client must notify the administration of the cessation of sessions by sending a notification to the email address info@mozerton.com no later than 15 days before the last paid session (excluding the deposit). The Client is solely responsible for timely informing the administration of the decision to discontinue sessions. In case of untimely notification to the administration of the cessation of sessions, the deposit is not refunded.

Section 4.

A. Assignment of Instructor and Schedule of Sessions

1. MOZERTON LLC appoints an instructor at its discretion, taking into account the Client's learning objectives for the subject, the Client's proficiency level in the subject, the selected subscription option, format (individual or other sessions), and the number of sessions prepaid by the Client. The Client is informed that MOZERTON LLC assesses the Client's proficiency level in the subject for the purpose of developing the session plan and selecting an instructor; this assessment is for reference purposes and may differ from assessments obtained by the Client from third parties.
2. The Client has the right to request a change in session times by sending a corresponding request to MOZERTON LLC at the email address info@mozerton.com. In the request, the Client must outline the reasons for the

change. MOZERTON LLC considers the request within 48 (forty-eight) hours of receipt and reserves the right to refuse its satisfaction or extend the time for consideration of the request.

3. MOZERTON LLC reserves the right to replace the instructor for valid reasons (illness, planned absence, other circumstances) and undertakes to notify the Client thereof by sending an email to the address provided by the Client at the time of purchasing the services.
4. The schedule of sessions is prepared based on the selected subscription option.
5. The Client is informed and agrees that the fact, time, and date of the appointment or replacement of the instructor, as well as the grounds (reasons) for such replacement, are determined based on data from MOZERTON LLC.

B. Sessions

1. All sessions are conducted using the Zoom application or another similar software product.
2. If the Client does not receive a call or message within five minutes after the scheduled start of the session, the Client must contact MOZERTON LLC by sending an email.
3. A session is considered conducted properly if, within 1 (one) hour after its completion, the Client does not submit a claim to MOZERTON LLC regarding the quality of the session or the punctuality of the instructor.
4. The Client has the right to change the duration or frequency of sessions (if such options are available) by sending a corresponding notification to MOZERTON LLC at info@mozerton.com.
5. The Client is informed and agrees that:
 - during sessions, the Client may be assigned various tasks in different forms, related to different proficiency levels in the subject, for the purpose of practicing specific knowledge and skills as recommended by the instructor;
 - the fact, date, and time of the start and end of the session are determined based on data from MOZERTON LLC;
 - the schedule and instructor are appointed to the Client by MOZERTON LLC;
 - the schedule of sessions, rescheduling of sessions, attendance of additional sessions, and cancellation of sessions are coordinated by the Client directly with the administration of MOZERTON LLC. Direct coordination of sessions by the Client with the instructor, without obtaining official permission from MOZERTON LLC, is not allowed.

D. Rescheduling, Cancellation, and Skipping of Sessions

1. The Client has the right to reschedule or cancel an individual session by notifying MOZERTON LLC, including the instructor, by sending a notification to the email

address info@mozerton.com, no later than 24 (twenty-four) hours before the scheduled start of the rescheduled or canceled session.

2. MOZERTON LLC, including the instructor, has the right to reschedule or cancel a session anytime by notifying the Client at the email address provided by the Client at the time of payment.
3. The Client is informed and agrees that the number, time, and date of rescheduled, canceled, or missed sessions, as well as the reasons for such rescheduling, cancellations, or absences, are determined based on data from MOZERTON LLC.
4. In case of failure by the Client to timely inform the administration about the cancellation of an individual session, the session is subject to payment.

E. Suspension of Sessions

1. The Client has the right to suspend the provision of services for a period not exceeding 7 (seven) calendar days provided there are prepaid future sessions in the package of not less than 8 (eight) individual sessions. The suspension of sessions begins on the day following the receipt of the request.
2. The Client informs MOZERTON LLC about the suspension of sessions by sending a corresponding notification to MOZERTON LLC at least 48 (forty-eight) hours before the start of the nearest session. The notification must contain the date and time of: 1) the last session before the suspension; 2) the first session after the suspension.
3. The Client is informed and agrees that the date of suspension and resumption of sessions, the period of suspension of sessions, and the fact of the Client's compliance with the conditions for the suspension of sessions are determined based on data from MOZERTON LLC.
4. MOZERTON LLC reserves the right to suspend sessions at its discretion in case of public holidays in the Client's place of residence or in the location of MOZERTON LLC. In this case, MOZERTON LLC informs the Client in advance at the email address provided by the Client at the time of payment.
5. Other types of sessions are conducted in accordance with the terms of the Agreement, taking into account the specifics indicated on the website.

Section 5.

A. Technical Requirements

The Client is responsible for complying with the minimum technical requirements throughout the session and for organizing a workspace before the session. MOZERTON LLC is not responsible for failure to provide services or their inadequate quality if it is caused by the absence of the necessary software or technical problems with Internet connectivity.

Minimum system requirements for PC:

- Operating System: Windows 7/8/8.1/10, macOS 10.12 and newer;
- Browser: Google Chrome/ Yandex Browser/ Opera/ Mozilla Firefox/ Safari/ Edge latest stable version, for macOS 10.12, 10.13 only Google Chrome;
- RAM: 4 GB or more;
- Processor: dual-core @ 2 GHz or higher;
- Internet Connection: from 5 Mbit/s;
- Presence of microphone.

Recommended system requirements for PC:

- Operating System: Windows 10, macOS 10.15 and newer;
- Browser: Google Chrome/ Yandex Browser/ Opera/ Edge latest stable version;
- RAM: 6 GB or more;
- Processor: quad-core @ 2.5 GHz or higher;
- Internet Connection: from 10 Mbit/s;
- Presence of microphone and webcam.

Minimum system requirements for mobile devices (smartphone / tablet):

- OS Version: Android 7, iOS 12.3 or newer;
- Browsers: current version of Chrome, for iOS only Safari;
- RAM: 3 GB or more;
- Processor: 2 GHz (quad-core) or higher;
- Internet Connection: from 5 Mbit/s.

Recommended system requirements for mobile devices (smartphone / tablet):

- OS Version: Android, iOS latest stable version;
- Browsers: current version of Chrome, for iOS only Safari;
- RAM: 4 GB or more;
- Processor: 2.2 GHz (quad-core) or higher;
- Internet Connection: from 10 Mbit/s.

Section 6.

A. Liability

1. The Parties are responsible for non-performance or improper performance of obligations under the Agreement in accordance with applicable law and the terms of the Agreement.

2. The Client is responsible for the accuracy, relevance, completeness, and compliance with applicable law of the information and documents provided by the Client under the Agreement, as well as for the absence of claims from third parties regarding such information and/or documents. The Client agrees that actions taken by the Client after entering into the Agreement are considered actions of the Client. MOZERTON LLC is not responsible for any damage caused by unauthorized access to the website using the Client's data by third parties.
3. The Client bears full responsibility for complying with all provisions of this Agreement. In case of violation of any provision of the Agreement, MOZERTON LLC reserves the right to immediately terminate the provision of services to the Client without refund.
4. MOZERTON LLC is not liable for failure to provide and/or improper provision of services in case of breach of the Agreement by the Client. In case of violation of the Agreement by the Client, the services are subject to full payment.
5. MOZERTON LLC is not responsible for services not meeting the Client's expectations based on their subjective assessment. Such discrepancy in expectations and/or negative subjective assessment is not a basis for considering the services provided as of poor quality and/or not in accordance with the agreed scope, nor is the opinion of third parties (including employees of government agencies) different from the opinion of MOZERTON LLC (its employees and/or partners).
6. MOZERTON LLC is not responsible for the inability to use the service due to unsatisfactory quality of communication channels, communication lines, malfunctioning of the Client's equipment, non-payment by the Client of services of third parties (communication, internet) necessary for the Client to receive services under the Agreement.
7. MOZERTON LLC's liability for the cancellation of sessions is limited to refunding the amount paid for them or rescheduling the session for another time.
8. The liability of MOZERTON LLC for non-performance/improper performance of the Agreement cannot exceed the cost of the last package of sessions paid by the Client.
9. The Parties are released from liability for partial or complete non-performance of obligations under the Agreement if such non-performance is a consequence of force majeure, i.e., extraordinary and unforeseeable circumstances under the given conditions that arose after the conclusion of the Agreement, which the Parties could neither foresee nor prevent by reasonable actions. Such circumstances include: floods, earthquakes, other natural disasters, man-made disasters, wars, military actions, acts of terrorism, decisions and actions of government authorities, and other circumstances beyond the reasonable control of either Party. The fact of the occurrence of force majeure circumstances and their duration must be confirmed by documents issued by the relevant competent government authorities or organizations.
10. In case of the Client's failure to make timely payment, MOZERTON LLC does not guarantee the retention of the Client's place in the group.

Section 7.

A. Intellectual Property

1. MOZERTON LLC owns the rights to the website, the Instagram social media account, the Facebook social media account, including the rights to any intellectual property results, including software code, design works posted on the website, texts, means of individualization (trade name, trademarks, service marks, commercial designations).
2. The Client is not entitled to use the intellectual property results posted on the website (including, but not limited to: text, design elements, graphics, as well as website software code, any website content, or social media account content) without the prior written consent of MOZERTON LLC (including, but not limited to, reproducing, copying, modifying, distributing in any form). The Client is not entitled to demand any changes to the website or content published on the website and social media.
3. MOZERTON LLC is not responsible for the risk of adverse consequences arising or that may arise as a result of non-compliance by the Client with the equipment used, other software, or communication channels with the established requirements for the protection of personal data from unauthorized (unlawful) interference by third parties.

Section 8.

A. Client Data

1. The Client undertakes to provide MOZERTON LLC with all data requested by the website and/or MOZERTON LLC, necessary for the provision of services.
2. By providing data to MOZERTON LLC, the Client agrees to the processing of the provided data in accordance with the Privacy Policy, available at the following link: Privacy Policy, which is an integral part of the Agreement.
3. The Client agrees that MOZERTON LLC has the right to record audio and video during sessions for quality control and service improvement purposes.
4. MOZERTON LLC undertakes not to disclose confidential information provided by the Client in connection with the performance of the Agreement to third parties without the prior consent of the Client.
5. MOZERTON LLC has the right to use the email address, phone number, as well as other data provided by the Client when paying for services, to send the Client information and promotional materials, including informing the Client about the activities of the company MOZERTON LLC and the progress of the Agreement.

Section 9.

A. Confidentiality

1. The Client undertakes not to disclose confidential information and other data provided by MOZERTON LLC in the course of the Agreement (except for publicly available information) to third parties without the prior written consent of MOZERTON LLC.

B. Termination of the Agreement

1. The Agreement may be terminated at the initiative of the Client unilaterally by sending MOZERTON LLC a corresponding notice to the address specified in this Agreement no later than 15 (fifteen) days before the desired date of termination of the agreement or the date of the last paid class. The Agreement is considered terminated within 15 (fifteen) days after MOZERTON LLC receives the corresponding notice.
2. Refund of funds is made in the manner provided for in Section 10 of the Agreement.
3. If the Client decides to resume sessions after termination of the Agreement, the cost of sessions is determined in accordance with the prices valid at the time of resumption. MOZERTON LLC may retain for the Client the prices valid until the date of termination of the Agreement.
4. The Client is informed and agrees that the date and time of receipt of MOZERTON LLC's notice of termination of the Agreement are determined based on the data of MOZERTON LLC.

Section 10.

A. Refund Policy

1. Refund of funds is made upon the Client's application, drawn up in any form, the signed scan copy of which the Client sends to the email address info@mozerton.com. Copies of identity documents must be attached to the application (scan copy).
2. MOZERTON LLC considers the application within 10 (ten) business days from the date of its receipt and, in case of no comments, refunds the funds in the amount calculated in accordance with the terms of the Agreement. MOZERTON LLC may request additional documents and/or information necessary for the refund, in which

case the refund is made within 10 (ten) calendar days after MOZERTON LLC receives such documents and/or information.

3. The application for a refund of funds is equated to the unilateral refusal of the Client from the provision of services in part of the package of sessions for which the Client requests a refund of funds. In this case, the Agreement is considered terminated either in full or in the corresponding part on the date of receipt by MOZERTON LLC of the corresponding application for a refund of funds.
4. The amount of funds to be refunded to the Client is calculated based on this Agreement.
5. Funds are subject to full refund in the following cases:
6. MOZERTON LLC has received an application from the Client for a refund of funds, in accordance with section 14 of the Agreement, provided that the Client has actually attended no more than 1 (one) session according to MOZERTON LLC.
7. MOZERTON LLC has the right to deduct from the amount of funds to be refunded to the Client the expenses for processing payments.
8. The Client is informed and agrees that the date and time of receipt of MOZERTON LLC's application for a refund of funds are determined based on the data of MOZERTON LLC.

Section 11.

A. Regulatory Legislation. Dispute Resolution Procedure.

1. This Agreement is governed and interpreted in accordance with the legislation of the United States of America.
2. All disputes or disagreements arising between the Parties under the Agreement or in connection with it shall be resolved through negotiations.
3. The aggrieved Party has the right to send a claim to the other Party by email. If within 15 (fifteen) business days from the date of receipt of the claim by the other Party the aggrieved Party does not receive a response to the claim or the Parties do not reach an agreement, the aggrieved Party has the right to submit the dispute to the court at the location of MOZERTON LLC.

B. Other Provisions

1. If any provision of the Agreement is found to be invalid, void, or unenforceable, all other provisions of the Agreement remain valid and enforceable to the fullest extent.
2. MOZERTON LLC has the right to refuse to provide services, suspend and/or terminate the Client's access to the website in case of:
 1. if MOZERTON LLC has reasonable grounds to believe that the Client behaved inappropriately during the session (for example, was rude to the teacher and/or other students)
 2. Client's violation of any terms of the Agreement.

3. Sessions not attended by the Client during the subscription period under the paid package of sessions are considered not attended due to circumstances related to the Client, are not transferable, not compensated, are subject to full payment, funds for such sessions are not refunded, services for such sessions are considered provided properly (in full and on time), accepted by the Client without objections, and subject to payment on the date of the end of the subscription period.
4. The name and list of quantitative indicators of service provision, including volume, duration, cost of services, are determined and calculated by MOZERTON LLC independently based on its own data and may be available to the Client upon request sent by email. The Parties accept their own data of MOZERTON LLC as the sole reliable source of data determining the quantitative indicators, volume, duration, cost, and other characteristics of the services provided. If the Client has not objected to the services provided in accordance with section 4.5 of the Agreement, the services are considered provided properly (in full and on time), accepted by the Client without objections, and subject to payment.
5. The fact, time, and date of receipt and sending of materials, documents, and information by MOZERTON LLC, claims (responses to claims), notifications, requests, and other messages from the Client or to the Client under the Agreement, as well as the fact (presence/absence), time, and date of any other factual circumstances related to the provision of services under the Agreement are determined based on the data of MOZERTON LLC, unless other data clearly indicates otherwise.

Contacts

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