

GENERAL TERMS & CONDITIONS

The present General Terms & Conditions regulate the relations of “Skizb-up” LLC representing the website located in the Internet domain under www.skizbup.com and www.skizbup.am domain names (hereinafter referred to as **website**) and the web-user, including the relations connected with use of the website.

1. DEFINITIONS

1.1. The terms used in the present General Terms & Conditions have got the meaning as follows:

- **GTC:** the present General Terms & Conditions
- **Website:** a website located in the Internet domain under www.skizbup.com and www.skizbup.am domain names
- **Coordinator:** “Skizb-up” LLC which is the exclusive owner of the website
- **User:** a person joined the GTC who is appearing under status of Investor or Startupper
- **Startupper:** a user presenting a business project of a certain sphere
- **Investor:** a user submitting a proposal on making investments in a definite business project
- **Brief description:** a fragment (brief summary) of the business project subject to publishing which shall not exceed 200 words
- **Business platform:** virtual space separated on the Website for the business project of Startupper under respective nickname in which the Brief description of the business project is presented and in which a special space is separated for submitting a proposal on making investments in the business project
- **Nickname:** a public conventional name entitled by the Coordinator to the business project of the Startupper which is focused on identification of the given business project
- **Request:** an application which is completed to be awarded the status of an investor or a startupper
- **Confirmation page:** the last page of the GTC by which the user confirms his/her joining the GTC after completing and signing it.



2. GENERAL TERMS

- 2.1. The exclusive rights to the Website belong to the Coordinator.
- 2.2. The Coordinator shall have the right to alter the GTC at any time by approving the new version of the GTC. It shall come into force on the 30th day following the day of its publishing on the website.
- 2.3. The Coordinator shall inform the User about the new version of the GTC also via e-mail of the latter.
- 2.4. In case of disagreement on alterations to the present GTC (to the new version of GTC) the User shall be obliged to notify the Coordinator about it before entry of the new version of GTC into force by sending a letter to the following e-mail address: info@skizbup.com, otherwise the User shall be considered to be acceded to the new version of the Agreement.
- 2.5. If the User notifies the Coordinator on disagreeing with the new version of the GTC according to the procedure established by Clause 2.4. of the GTC, the GTC concluded between the User and the Coordinator shall be considered to be dissolved from the date of entry of the new version of the GTC into force.
- 2.6. The effective text of the GTC is input on the Website.

3. STARTUPPER

- 3.1. The User, by using the Website pursuant to the procedure established by the GTC, shall be able to be granted the status of **Startupper**. Granting of the status of Startupper is free of charge.
- 3.2. To obtain the status of Startupper the User shall have to visit the relevant section of the Website and enter the required data and information with accuracy and a option corresponding to reality.
- 3.3. After performing the actions provided by Clause 3.2. of the GTC, a reply confirmation shall be sent to e-mail address of the User which shall comprise **the GTC** and **the request**.
- 3.4. The User shall follow the Website instructions, complete and submit the Coordinator **the request** and **the confirmation page**, sent to him/her via e-mail.
- 3.5. Within 2 (two) working days the Coordinator shall examine the request and in case of its compliance with the established requirements and criteria shall grant the **status of Startupper** to the User by providing the latter with a relevant **nickname** entitled to the business project.
- 3.6. In case of willingness to present more than one business projects the User /the Startupper/ shall complete a separate request for each business project thus repeating all the actions required for registration as Startupper.
- 3.7. The Coordinator shall publish the Brief description of the Startupper on the website under a relevant nickname.



- 3.8.** It is forbidden to submit information which shall not pursue or shall not suppose a summary of the business project and shall comprise advertisement of sale of goods or provision of definite services or work performance.
- 3.9.** It is prohibited to present a business project which shall apparently infringe the legislation or the rights of the third parties, as well as violate the others' copyrights.
- 3.10.** The contact data of the Startupper, the links /URLs/ to social networks /websites/ or the website of the company, the trade name or mark or other data which will be a hint to find the startupper or his/her project, shall not be subject to publishing on the business platform.

4. INVESTOR

- 4.1.** Using the Website under established procedure the User shall be able to be awarded the status of **Investor**. Granting of the status of Investor is free of charge.
- 4.2.** For being awarded the status of Investor the User shall have to visit the respective section of the Website, choose the business project of interest and present his/her investment proposal on the appropriate business platform. The demanded data and the information should be input with accuracy and option complying with reality.
- 4.3.** After conducting the acts prescribed by Clause **4.2.** of the GTC, a response confirmation shall be sent to e-mail address of the User which shall include **the GTC** and **the request**.
- 4.4.** The User shall follow the instructions, fill in and present the Coordinator **the request** and **the confirmation page**, sent to him/her through e-mail.
- 4.5.** Within 2 (two) working days the Coordinator shall examine the request and in case of its correspondence with the established requirements and standards shall grant the **status of Investor** to the User.
- 4.6.** In case of willingness to present more than one investment proposal in business projects the User /the Investor/ shall complete a separate request per investment proposal thus repeating all the actions needed for registration as Investor.
- 4.7.** It is prohibited to submit information which shall not pursue or shall not suggest an investment offer and shall comprise advertisement of sale of goods or provision of definite services or work performance.
- 4.8.** It is forbidden to present an investment proposal which shall apparently break the legislation or the rights of the third parties, as well as violate the copyrights of the third parties.

5. MUTUAL COOPERATION OF THE PARTIES

- 5.1. After accepting the investment offer complying with the requirements of the GTC the Coordinator shall take steps to making contacts with the Investor for the purpose of providing information on the business project in which the latter is interested in and discussing the terms of further potential mutual cooperation.
- 5.2. After gaining preliminary agreement with the Investor and the Startupper the Coordinator shall take measures for organizing the meeting of the Investor and the Startupper and shall promote mutual cooperation of the latter.
- 5.3. For implementation of the functions specified in Clauses 5.1. and 5.2. of the GTC the Coordinator shall conclude a respective contract/contracts with the user/users, the terms of which shall be possibly different per each case.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. The Coordinator shall be obliged:

- 6.1.1. not to give preference to any user with respect to another user under the GTC;
- 6.1.2. to keep confidentiality of the information known to the Coordinator under the procedure established by the GTC;
- 6.1.3. to take reasonable efforts to keep secure the website in correspondence with modern technical standards, to ensure continual accessibility and to keep safe from possible illegal effective means;
- 6.1.4. not to use the undisclosed information and not to provide it to the third parties without the consent of the user with the exception of the cases, prescribed by the GTC;

6.2. The Coordinator shall have the right:

- 6.2.1. to contact the User while checking compliance of the request with the aim of making corrections or elaborating the details;
- 6.2.2. to check the information provided by the User to the Coordinator including its authenticity (as well as the contact data, phone number etc.);
- 6.2.3. to use the personal data of the User to contact him/her;
- 6.2.4. in case of impossibility to contact the User within a month through the data provided by the latter, to delete the data of the User;
- 6.2.5. in case of finding inaccuracies in the entered data of the User to offer to correct the inaccuracies or not to register the specified User;
- 6.2.6. temporarily (for not more than two working days within a month) to terminate the work of the website for the purpose of removing the technical or other defects;

- 6.2.7.** anytime to change the external design, structure, contents, list of the services of the website, to place advertising on the website;
 - 6.2.8.** in case of breaking the terms of the GTC by the User to delete the data of the latter;
 - 6.2.9.** in case of dissolution of the GTC with the User to delete the data of the User from the Website and his/her database;
 - 6.2.10.** to render paid services.
- 6.3. The User shall be obliged:**
- 6.3.1.** strictly to follow performance of the GTC terms;
 - 6.3.2.** to present all the data available on the website and required by the Coordinator with accuracy and in manner corresponding to reality;
 - 6.3.3.** not to conduct other actions prohibited by Law and the GTC.
- 6.4. The User shall be entitled:**
- 6.4.1.** to enjoy the opportunities provided by the website according to the procedure established by the GTC;
 - 6.4.2.** to apply to the Coordinator for changing and editing the information published on the website and being available for everyone;
 - 6.4.3.** to familiarize himself/herself with the information available on the Website;
 - 6.4.4.** to require from the Coordinator a reference/certificate on the information provided by the specified User for the Website including on its provision (or in case of being published on the website – publishing) date.

7. LIABILITY OF THE PARTIES

- 7.1.** The Parties shall be liable for infringement of the GTC.
- 7.2.** The Coordinator shall not be liable for quality of internet availability as well as for failure of the website in case of breakdown of the hosting service, if the failure duration does not exceed 2 (two) continuous working days;
- 7.3.** The Coordinator shall not be liable for those obstacles and defects which have arisen as a result of false input of the data by the user,
- 7.4.** The User shall be fully liable for the information completed by him/her on the website, as well as provided to the Coordinator, as well as for its accuracy and authenticity;
- 7.5.** The Coordinator shall not be liable for inaccurate, incomplete or unfair information, provided by the user /users/;



- 7.6. The Coordinator shall not be liable for failed mutual cooperation of the users, as well as failure or non-implementation or non-realization of the business project or investment offer;
- 7.7. In case of violating the obligations concerning non-disclosure of the information established by the GTC the violating party shall be obliged to compensate the other party the real damages, caused by violation of the obligation.

8. CONDITIONS OF NON-DISCLOSURE OF THE INFORMATION (UNDISCLOSED INFORMATION)

- 8.1. **The personal data** (including but not limited: the name, surname, patronymic name, sex, age, day, month and year of birth, passport data, addresses, phone numbers, photo(s), e-mail address of the User), transferred by the User to the Coordinator by all means, **the information filled in the request, the full description of the business project (with the exception of the case of presenting it to the Investor), the detailed description and the conditions** shall be considered to be undisclosed information (confidentiality).
- 8.2. By virtue of this agreement as undisclosed information shall not be considered to be the:
- 8.2.1. brief description;
 - 8.2.2. information which has been known to the Coordinator beforehand by due process of law before its provision by the User to the Coordinator;
 - 8.2.3. information which has been known to the public or has become available not with the help of the Coordinator;
 - 8.2.4. information which the Coordinator has received from the third party by due process of law and without the restriction on keeping it secret (confidential);
 - 8.2.5. information, subject to publishing on the website according to the procedure established by the GTC which shall be available for all the website visitors;
- 8.3. The Coordinator shall be obliged not to publish the Undisclosed information without agreement with the User with the exception of the cases prescribed by the GTC.
- 8.4. Under GTC the Startupper shall give his/her consent to the Coordinator to provide the Investor with the description of the business project for keeping the secrecy of which the Investor shall bear the same responsibilities which are imposed on the Coordinator by this Agreement.
- 8.5. The Coordinator shall only guarantee non-disclosure of the information transferred directly to him/her.
- 8.6. The Coordinator shall guarantee that he/she will take all the required reasonable steps to keep the Undisclosed information confidential and keep it, as well as all the steps which he/she takes to keep his/her own such undisclosed information.



- 8.7.** In cases when the Coordinator is obliged or has to provide the state authorities, court bodies or the authorities established by his/her Charter with the Undisclosed information, he/she is obliged to inform the User about it before providing such information and upon request and at the cost of the latter to take reasonable efforts to limit provision of the Undisclosed information except cases when such limitation is prohibited by Law or other legal acts or by the court decision.
- 8.8.** The Coordinator shall not be liable for disclosure of the Undisclosed information, if it has been:
- 8.8.1.** as a result of the User's imprudence;
 - 8.8.2.** as a result of making his/her personal data available for the third parties by the User;
 - 8.8.3.** as a result of influence of the User's computer viruses;
 - 8.8.4.** as a result of hacker attack.
- 8.9.** The Coordinator shall have the right to keep the Undisclosed information also after dissolution of the GTC by following the procedure established by the GTC for keeping the Undisclosed information.

9. VALIDITY PERIOD OF THE GTS

- 9.1.** The GTC are valid for an indefinite period.
- 9.2.** Any time the User can dissolve the GTC by notifying the Coordinator via e-mail about it at least 2 (two) working days before.
- 9.3.** Any time the Coordinator can dissolve the GTC by notifying the User via e-mail about it at least 2 (two) working days before, if the User has infringed the terms of the GTC as well as its integral parts.

APPLICABLE LEGISLATION AND PROCEDURE FOR DISPUTE SETTLEMENT

- 9.4.** The effective legislation of the Republic of Armenia shall be applied with respect to the GTC.
- 9.5.** The disputes arisen between the Parties with regard to the GTC shall be settled through direct negotiations between the parties through "SKIZB-UP" LLC or its representative. In case of non-settlement of the disagreements or not having progress in their solution they will be subject to settlement in a legal procedure in the courts of the Republic of Armenia.

10. FINAL TERMS

- 10.1.** The GTC shall be considered concluded between the User and the Coordinator from the moment of getting the status of investor or startupper by the User in the procedure established by the GTC.



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- 10.2.** The GTC shall appear as an integral part of the registration request and any other document(s), signed between the Parties regarding the services, listed on the Website.
- 10.3.** The GTC is executed in Armenian language. The translations of the GTC into foreign languages shall not have legal force if those translations have not been done by the Coordinator and published on the Website. In case of differences, misunderstandings between the texts of the version in Armenian language and the versions in other language or languages the priority should be given to the version in Armenian language.



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11. CONFIRMATION PAGE

11.1. By signing this confirmation page the User confirms that he/she has got acquainted with the GTC of the Website, located in the internet domain under www.skizbup.com l www.skizbup.am domain names and by signing this confirmation page he/she accepts all the terms and conditions of the GTC.

Name and surname of the User:
Date (day, month, year) of completing the confirmation page:
Signature of the User: