

# **TERMS AND CONDITIONS**

## **1. PARTIES TO THE AGREEMENT**

1.1 Client, hereinafter referred to as "Client", on the one hand, and **Silicon Valley Innovation Center**, acting under the laws of the State of California (USA), hereinafter referred to as "Contractor", on the other hand, jointly referred to hereinafter as the "Parties " and individually as "Party".

It is understood, that the Client is interested in participating in an immersion executive program conducted in the USA, in accordance with the request for participation in the immersion program, hereinafter referred to as "Request", to get acquainted with the latest technologies and innovations, as well as considering that the Contractor has the opportunity to make the necessary meetings and company visits, in the United States;

The parties entered into this agreement on the provision of services for an immersion program (hereinafter the "Agreement") as follows:

## **2. SUBJECT MATTER & TERMS OF PAYMENT**

2.1. Client requests and Contractor shall perform comprehensive services for the organization and provision of an immersion program in the USA (hereinafter "Services")

2.2. To provide Services Contractor may engage subcontractors and other contractors.

2.3. Client agrees to receive and accept properly rendered Services and pay for them in accordance via Eventbrite.

2.4 All ticket prices for events that occur in the United States are stated in U.S. Dollars.

## **3. REFUNDS & RETURNS**

Before purchasing tickets, carefully review your event. There are no refunds, returns or exchanges, unless the program is canceled by the organizer.

#### **4. RESPONSIBILITIES OF THE PARTIES**

4.1. Parties are responsible for any failure to perform its obligations under the Agreement in accordance with the terms of the Agreement and the legislation of the United States.

4.2. The Contractor shall not be liable for any activities undertaken by participants during the immersion program entailing damage suffered by them as well as the consequences, including, but not limited to situations such as: health problems, problems with the rule of law, personal injury or accidents, traffic accidents, causing willful or negligent damage to the property, as well as individuals and (or) legal entities, and other situations over which the Contractor has no direct control.

#### **5. FORCE MAJEURE**

5.1. Parties are not responsible for partial or complete failure to fulfill obligations under this Agreement if such failure and/or improper performance will be the result of force majeure, directly interfering execution of duties under this Agreement. The Force majeure are considered, but not limited to this list, events which occurred as a consequence of natural disasters (fires, floods, earthquakes, etc.), war and hostilities, acts or actions of public authorities prohibiting character and etc.

5.2. In the case of force majeure term obligations under the Agreement shall be extended according to the time during which acted force majeure and their consequences.

5.3. The Party, which cannot fulfill obligations under the Agreement in connection with force majeure, is obliged to notify in writing the other Party of the occurrence or termination of the above circumstances, no later than 10 (ten) calendar days from the date of their occurrence.

5.4. If the force majeure circumstances and their consequences will last more than 30 (thirty) calendar days, each of the Parties shall be entitled to terminate the Agreement in whole or in part, and in this case, none of the Parties shall not be entitled to claim from the other party for damages.

5.5. The Parties recognize that the insolvency of the Parties is not a force

majeure.

## **6. DISPUTE RESOLUTION**

6.1. Any disputes which may arise out of this Agreement or in connection with it, shall be settled by means of negotiations in compliance with the order of pretrial claim disputes with term response to the claim in 30 (thirty) calendar days from the date of receipt of the claim.

6.2. Claim letters sent by either Party must be sent via courier or registered mail with return receipt requested to the last destination country of the Parties referred to in clause 16 of this Agreement, or by e mail.

6.3. In case of failure to settle the disputes and differences referred to in clause 7.1 of the Agreement, Parties will submit the dispute to the court in accordance with the current legislation of the United State.

## **7. CONFIDENTIALITY**

7.1 The Parties agree that for the purposes of this Agreement, all information related to the conclusion and / or execution of this Agreement, shall be considered confidential and shall not be disclosed to any third party without the prior written consent of the other parties, except when such disclosure is necessary in accordance with applicable law.