

USER AGREEMENT FOR XPERTBOT TRAINING PROGRAMS

This User Agreement (the "Agreement") is a legal agreement between you (the "User") and XpertBot OÜ (the "Company"), a company located at Sepapaja tn 6, Harju maakond, Tallinn, Lasnamäe linnaosa, Estonia and registered with a registration number of 14538625 and VAT ID of EE102088991, and sets forth the terms and conditions under which you are allowed to participate in the XpertBot Training Programs (the "Programs"). By registering for one of the Programs, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you are not permitted to participate in the Programs.

1. **Scope of Programs.** The Programs consist of five bootcamps with a length of 5-6 months each: Web Development, Mobile App Development, Project Management, Quality Assurance, and Graphic Design. Each Program is designed to provide training in a specific field. By participating in a Program, you represent and warrant that you have the necessary skills, knowledge, and motivation to complete the Program and that you will not use the Program for any unlawful or unauthorized purpose. You may only participate in one Program at a time.
2. **Program Materials.** The Company will provide all necessary materials and resources for the Programs, including but not limited to course materials, software, and access to online resources. Some of these materials and resources may be available for free, while others may be available for a fee. You are responsible for providing your own computer and internet access.
3. **Fee and Payment.** The fee for each Program is 25\$. Payment must be made in full at the time of registration.
4. **Certification.** Upon successful completion of a Program, you will receive a certification indicating that you have completed the Program. To be eligible for certification, you must pass the final exam for the Program. If you do not pass the final exam, you will be ineligible for certification and will be terminated from the Program.
5. **Termination.** The Company reserves the right to terminate your participation in a Program at any time, without notice, and without refund, if you fail to comply with this Agreement or if the Company determines, in its sole discretion, that your participation in the Program is no longer in the best interests of the Company or the Program.

6. Intellectual Property. All materials and resources provided as part of the Programs, including but not limited to course materials, software, and online resources, are the intellectual property of the Company or its licensors and are protected by copyright and other intellectual property laws. You may not use these materials or resources for any purpose other than as specifically authorized by this Agreement or by the Company in writing. You may not modify, reproduce, distribute, or create derivative works based on these materials or resources without the prior written consent of the Company.
7. Warranties and Disclaimers. THE PROGRAMS AND ALL MATERIALS AND RESOURCES PROVIDED AS PART OF THE PROGRAMS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE PROGRAMS OR ANY MATERIALS OR RESOURCES PROVIDED AS PART OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE.
8. Limitation of Liability. The Company will not be liable for any damages of any kind arising from the use of the Programs, including but not limited to direct, indirect, incidental, punitive, and consequential damages. In no event shall the Company's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including but not limited to negligence), or otherwise) exceed the amount paid by you for the Program.
9. Indemnification. You agree to indemnify and hold the Company and its affiliates, officers, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your participation in a Program, your violation of this Agreement, or your violation of any rights of another.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Estonia, without giving effect to any principles of conflicts of law.
11. Dispute Resolution. Any dispute arising out of or in connection with this Agreement shall be resolved through binding arbitration in accordance with the rules of the International Chamber of Commerce. The arbitration shall be conducted in English and shall take place in Tallinn, Estonia.
12. Entire Agreement. This Agreement constitutes the entire agreement between you and the Company and supersedes all prior or contemporaneous communications and proposals, whether oral or written. If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.

13. Waiver. The failure of the Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
14. Assignment. This Agreement and any rights and licenses granted hereunder may not be transferred or assigned by you, but may be assigned by the Company without restriction.
15. Force Majeure. The Company shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of the Company, including but not limited to acts of God, war, terrorism, strikes, embargoes, acts of civil or military authorities, fire, floods, accidents, or shortages of transportation facilities, fuel, energy, labor, or materials.
16. Survival. The provisions of this Agreement which by their nature should survive termination shall survive termination, including but not limited to the provisions regarding ownership, warranty disclaimers, and limitations of liability.
17. Relationship of the Parties. The relationship between the Company and the User is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between the parties.
18. No Third-Party Beneficiaries. This Agreement is for the benefit of the parties hereto and their successors and permitted assigns, and is not for the benefit of any third party.
19. Waiver of Class Action. BY ENTERING INTO THIS AGREEMENT, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS AGREEMENT MUST BE ASSERTED INDIVIDUALLY.
20. Severability. If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.
21. Rights and Remedies. The rights and remedies provided under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies available at law or in equity.
22. Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
23. Language. This Agreement is executed in the English language. If this Agreement is translated into any other language, the English version shall prevail.

24. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally or sent by registered or certified mail, return receipt requested, or by a recognized overnight delivery service, to the address of the party set forth in this Agreement or to such other address as either party may subsequently provide to the other in writing.