Website
Standard Terms of Service

1. Definitions

Unless the context requires otherwise or it is otherwise determined by the **Agreement**, the defined terms have the following meanings:

"HR Agency" - *HR Agency LLC, Taxpayer Identification Number: 08228335, address: Republic of Armenia, Yerevan, 0033, Arabkir, Komitas 59/7, apt. 50 (**Komitas 59/7/ apt. 50, Arabkir, 0033, Yerevan, Yerevan, Armenia)***

Client - *any natural person, or any person registered or established without registration under the laws of the Republic of Armenia or a foreign state, who accedes to these Standard Terms of Service by registering on the Website and/or signing the Agreement, and information about whom is contained in the Agreement and/or becomes available to "HR Agency" as a result of registration*

Party - *"HR Agency" or the Client, individually, depending on the context*

Parties - *"HR Agency" and the Client jointly*

Website - *the internet address **www.HR.am,** which includes, without any exception, its content, databases, software, codes and graphic data*

Announcement - *a vacancy, training, tender or other text of similar content that is posted on the Website according to the Client's Order*

Service Fee - *the amount that the Client pays to "HR Agency" in return for the Service*

Standard Terms of Service - these Website Standard Terms of Service

Agreement - *an agreement on special terms of service, the conclusion of which is not mandatory but which may from time to time be concluded between "HR Agency" and the Client to agree on additional terms*

Service - *Posting and the Online CV Database Service jointly, or individually depending on the context*

Posting - *the posting and/or distribution of the Client's Announcement on the Website by "HR Agency", according to the Client's Order and in accordance with the Posting Product or service package*

Online CV Database Service - *granting the Client various levels of access to the Online CV Database by "HR Agency", according to the Client's Order and in accordance with the terms established by this Contract*

Online CV Database - *a collection of CVs and accompanying documents of natural persons uploaded to the Website by such natural persons*

Order - *a request for a specific Service submitted by the Client to "HR Agency" in accordance with the Contract*

Contract - *the Contract, and accordingly a single transaction, is formed by these Website Standard Terms of Service, including their annexes, among them the Products and Service Fees posted on the Website, other terms or rules posted on the Website from time to time to which the Client accedes by registering, and, where it exists, the Agreement on special terms of service, as well as any additions and/or amendments that may from time to time be concluded between the Parties and/or otherwise become available*

Product - *a Posting Product or a Joint Posting Product, jointly or individually depending on the context*

Posting Product - *within the Website services, the posting of a specific type of Announcement in the Service Module, in the space allocated for posting Announcements according to the Client's Order, to which a Service Fee is individually assigned and information about which is available on www.HR.am, specifically: hr.am/info/services*

Joint Posting Product - *within the Website services, the posting of a specific type of Announcement in the Website's Service Module, in the space allocated for posting Announcements according to the Client's Order, to which a Service Fee is individually assigned, as provided on www.HR.am*

Registration - *registration on the Website, which is possible on www.HR.am, specifically: hr.am/jobseeker/register*

I - General Part

Article 1. General Provisions, Representations and Warranties

1. Unless the context requires otherwise, words in the singular include the plural and vice versa, and the headings of Articles are for convenience of reading only and do not change their content.
2. The place of performance of the Contract is the legal address of "HR Agency".
3. The Contract prevails over and supersedes any contract, transaction or agreement concluded prior to this Contract, whether written or oral, relating to the subject matter of this Contract and the relationship governed by this Contract.
4. The Parties confirm that they have proper authority to conclude the Contract. Any necessary consent or permit has been duly obtained, and the Parties have acquired the necessary authority and capacity to conclude, comply with and perform this transaction.

Article 2. Subject Matter of the Contract

1. The subject matter of the Contract is the provision by "HR Agency" to the Client, in return for the Service Fee, of: (a) Posting; and/or (b) the Online CV Database Service, in accordance with the terms and requirements established by the Contract.
2. The Service is provided to the Client; accordingly, the Client is obliged to use the Service personally.

Article 3. Registration

To receive the Services, the Client must register on the Website. The requirements and conditions of Registration are established by "HR Agency" unilaterally, and the absence of Registration may result in the inability to receive the Service or part of it, for which "HR Agency" cannot be held liable.

Article 4. Order

An Order may be placed either by email or through the Website. Notwithstanding the above, "HR Agency" is entitled to unilaterally establish a different ordering procedure, either in general or for a specific Order.

II - Posting

Article 5. Subject Matter of Posting

Within the framework of Posting, "HR Agency", according to the Client's Order, posts the Announcement on the Website or in the relevant module of the Website, the posting periods, fee and other conditions of which are established by "HR Agency" unilaterally and/or determined by the Agreement.

Article 6. Posting Procedure

1. By sending an Order for posting on the Website to "HR Agency", the Client grants "HR Agency" the right to publish (make publicly available) the said Announcement in accordance with the criteria and/or text (if any) specified by the Client.
2. Within the Order, "HR Agency" will provide the Client only with the Service ordered by the Client. When placing an Order, the Client is obliged to provide "HR Agency" with complete, comprehensive, correct, genuine and up-to-date information.
3. The Order must include at least: (a) the content of the Announcement; (b) the posting period, which must not exceed the period established for the specific Product; (c) the selected specific Posting Product or Joint Posting Product; and (d) information about the posting channels.
4. If the Order does not specify the posting date, it is understood that the Announcement will be posted within the minimum reasonable time after receipt of the Order, and its standard validity period will be the period established for the specific Product.
5. An Order that refers to a non-existent Product or does not specify a Product is invalid, unless "HR Agency" gives the Client the opportunity to specify the Product.

Article 7. Warranties of the Parties

1. The Client understands and agrees that:
   (a) Posting is carried out by publishing the Announcement on the Website so that the text and content of the Announcement are publicly available, in accordance with the Contract, the legislation of the Republic of Armenia and the specifics of the Website;
   (b) the Client is fully responsible for the content of the Announcement it provides and is obliged to compensate for any damage caused by the publication of the provided Announcement, as well as to be liable for any fine and/or administrative proceedings that the Announcement or its publication may cause;
   (c) "HR Agency" is not obliged to examine and analyze the Announcement and its content, and the Client is fully responsible for it.
2. Posting is the sole prerogative of "HR Agency". Any non-compliance by the Client with, or violation of, these Standard Terms of Service, the legislation of the Republic of Armenia or normal business ethics may result in refusal of the Service or removal (deletion) of its existing Announcement from the Website.

Article 8. Service Module

1. The Service Module is a space (place) allocated on the Website where "HR Agency", according to the Client's Order, within the selected Posting Product and in return for the relevant Service Fee, performs Posting in accordance with these Standard Terms of Service.

2. The Service Module is divided into Posting Products, to which the relevant Service Fee is assigned, and detailed information about which, including the Service Fee, is available on the Website, specifically: *hr.am/info/services*

Article 9. Free Space

1. Free Space is the space of the Website that exists outside the Posting Products and is free of any commission or fee, where the Client may personally perform Posting in accordance with these Standard Terms of Service.
2. Duplication of an Announcement and its re-posting is not permitted if such an Announcement has already been placed in the Free Space and its final deadline has not expired.

Article 10. Content of the Announcement, Restrictions

1. The Client is responsible for the content of the Announcement, and "HR Agency" cannot be held liable in any way, including for compensation of damage, in connection with the content of the Announcement.
2. The content of the Announcement provided by the Client within the Order:
   - must contain the Client's contact information
   - must not be discriminatory, offensive, vulgar and/or threatening
   - must not aim to disseminate information that damages the business reputation of "HR Agency" or any other third party
   - must not infringe the intellectual property rights of a third party
   - must not contain false information and must not serve to achieve an unlawful purpose
   - must not contradict the legislation of the Republic of Armenia and established business ethics
3. "HR Agency" is entitled to refuse to publish any and all Announcements if the content of the Announcement does not comply with one or more of the provisions established by paragraph 2 of this Article.
4. Publishing network marketing Announcements is prohibited, except where "HR Agency" has been notified of this in advance by the Client and, accordingly, such Posting is acknowledged and permitted by "HR Agency".

Article 11. Changes to Distribution Channels, Products and Service Fees

1. "HR Agency" is entitled at any time to change the distribution channels of the Announcement, add new Products and/or cancel existing Products, and change the Service Fee, which does not require notification of the Client. However, the change does not affect current Orders.
2. "HR Agency" is entitled, on its own initiative and regardless of the selected Product, to distribute the Announcement through additional distribution channels.

III – Online CV Database Service

Article 12. Subject Matter of the Online CV Database Service

Within the framework of the Online CV Database Service, "HR Agency", according to the Client's Order, grants access to the Online CV Database, the access, periods, fee and other conditions of which are established by "HR Agency" unilaterally and information about which is available on the Website www.HR.am, specifically at: ----------

Article 13. Procedure for Providing the Online CV Database Service

1. Upon the Client sending an Order for the Online CV Database Service to "HR Agency", "HR Agency" is entitled to grant the Client various types of limited or full access to the Online CV Database, for a predetermined period and/or volume, in accordance with the terms established by "HR Agency".

2. Within the Order, "HR Agency" will provide the Client only with the Service ordered by the Client, within the scope of the Service. When placing an Order, the Client is obliged to provide "HR Agency" with complete, comprehensive, correct, genuine and up-to-date information.
3. The Order must include at least the selected Product and the start date of the Online CV Database Service.

Article 14. Purpose of Using the Online CV Database

1. Regardless of the access granted, the Online CV Database may be used only for a specified purpose, namely for the Client to fill its own staff positions, which must be done within a reasonable time; accordingly, the use of the database and/or the information obtained from it for any other purpose is prohibited. For the avoidance of doubt, the requirements established by Article 24 of these General Terms of Service *(Client Information, Confidentiality and Personal Data)* apply in full to the documents and/or information obtained through the Online CV Database.
2. The documents available when using the Online CV Database and any information or data contained therein are not the property of "HR Agency" and are not obtained directly from "HR Agency", but are obtained from the Website as uploaded by natural persons; accordingly, "HR Agency" cannot be held responsible for the content of the document or the correctness and/or accuracy of any data, information and/or fact.

IV – Common Part

Article 15. Main Terms of Service

1. The Service is provided according to the rules and means established by "HR Agency". If the Client refuses the Service before its completion, "HR Agency" is entitled to demand from the Client payment only for the Service actually ordered, regardless of whether the Client used the specific Service in full or in part.
2. Any offer, proposal or quotation related to the Service, unless directly established otherwise, is by default valid for ten calendar days, after which it expires.

Article 16. Payment

1. The Service Fee (including VAT) is posted and available on www.HR.am, specifically: hr.am/info/services
2. The Service Fee is paid by bank transfer.
3. The Client pays the Posting Service Fee within two business days of sending the Order, while the Online CV Database Service is paid in advance, unless otherwise agreed by the Parties.
4. In the event of late payment of the Service Fee, "HR Agency" is entitled to temporarily suspend / postpone both the unpaid and any other current Service of the Client, and if, after "HR Agency" sends an additional payment request, payment is not made within the set deadline, "HR Agency" is entitled to cancel (terminate) any type of Service with the Client.
5. For the avoidance of doubt, upon suspension / postponement and/or cancellation (termination) of the Service, the Client is obliged to pay the fee for the Services received in full. In case of failure to pay immediately, "HR Agency" reserves the right to charge a penalty on the unpaid amount at its own discretion and in the form and amount permitted by law.

Article 17. Resale of Services

The Client is prohibited from reselling any Service, unless this has been permitted in advance and in writing by "HR Agency".

Article 18. Exclusion of Liability

1. If any Client makes a claim against "HR Agency", files a lawsuit or otherwise demands any type of reimbursement or compensation, the liability of "HR Agency" may not exceed the amount paid by the Client for the specific Service.
2. Under no circumstances shall "HR Agency" be liable for any direct or indirect damage that may arise from lost profits, income and/or interest.

Article 19. Continuity and Security of the Service

"HR Agency" does not guarantee that: (a) the Service will be available and uninterrupted at all times; and (b) the Website and/or the Online CV Database will be free from errors, viruses and/or other harmful applications. The Client is obliged to protect its own computer and other devices from any viruses and harmful programs, and "HR Agency" cannot be held liable for this.

Article 20. Suspension and Termination of the Service

"HR Agency" is entitled at any time, without any prior notice, to suspend and/or terminate the Service, either individually or selectively, for any Client or group of Clients or for a specific Announcement, without explaining the reasons, and in such a case it shall be free from any type of liability.

Article 21. Cancellation of the Service

1. "HR Agency" is entitled, at its own discretion, to unilaterally cancel any Order if any of the following conditions exist:
   - the Client has not provided correct contact, company or other information
   - "HR Agency" considers that the Client is acting unlawfully or illegally
   - the Client fails to pass the "HR Agency" verification process and/or delays the payment of any Service Fee
   - the Client resells Announcements without the prior written consent of "HR Agency"
   - the Client transfers access to the Online CV Database to any third party
   - it considers that any Order is illegal, inappropriate or fraudulent
   - where an application or registration fee is directly or indirectly required
   - where a financial pyramid, network marketing or get-rich-quick schemes are advertised
   - an Announcement that advertises websites, services, businesses, business opportunities and/or contractual terms

Article 22. Intellectual Property

Intellectual property related to the Service and the Website belongs to "HR Agency" or to the third party who may own it. The Client has no right to reproduce, copy, edit, modify, publish, transfer, distribute or otherwise commercially exploit any material that is the subject of intellectual property.

Article 23. Force Majeure

The Parties are released from liability for non-performance or late performance of obligations if this is caused by force majeure circumstances.

Article 24. Client Information, Confidentiality and Personal Data

1. "HR Agency" is entitled to receive, process and store Client information that has become available to it under the Contract for the purposes of providing the Service to the Client, performing the Contract and complying with legislation, including tax legislation.
2. Each Party undertakes to strictly maintain the confidentiality of financial, commercial and other information received from the other Party. Such information may be transferred to third parties only with the written consent of the other Party, in cases provided for by the current legislation of the Republic of Armenia and in accordance with the conditions established by the following paragraphs of this Article.

3. The confidential information of the Parties may be disclosed and/or transferred without any restriction to the supervisory authority, to companies engaged for external audit and tax audit purposes, and to law firms which, within the framework of the relevant service, will be entitled to receive, review and store the information necessary for the provision of the service.
4. The Client understands that any information received directly from "HR Agency" and/or that becomes available to it about any person within the framework of the Service constitutes confidential information, and its disclosure or transfer to third parties is not permitted.
5. The Client is obliged to protect confidential information and personal, special category and/or biometric data, and to take reasonable measures to prevent its disclosure or access by third parties to such confidential information. To this end, the Client shall protect the confidential information and data received with at least the same degree of protection and care that it normally uses to protect its own confidential information. The Client shall store confidential information in a secure environment and shall not reproduce, disclose or use it except for the purpose of receiving the Service provided by "HR Agency".
6. The Client understands that the personal and/or special category data of any person that it may receive within the framework of the Service may be processed only for a specific purpose. Accordingly, the Client undertakes not to process *(not to collect, record, store, use, transfer, disseminate or otherwise make available)* the above data, except for one-time processing for the purpose for which it was received, and to destroy it immediately upon such request, within a reasonable time after receiving the Service and/or in cases established by the legislation of the Republic of Armenia.

Article 25. Succession
The rights and obligations arising from the Contract extend to legal successors and assignees.

Article 26. Invalidity
The invalidity of any Article and/or paragraph and/or sub-paragraph of the Contract or any part thereof does not result in the invalidity of other Articles or paragraphs; accordingly, the remaining Articles, paragraphs and sub-paragraphs remain in force.

Article 27. Entry into Force and Term of the Contract
The Contract enters into force from the moment the Client registers on the Website and/or the moment the Parties sign the Agreement, and remains in force for the term established by the Agreement and/or until the cancellation of Registration and the full and proper performance of obligations by the Parties.

Article 28. Entire Contract, Amendments and Additions, Precedence
1. The Standard Terms of Service, any annex thereto, including the Products and Service Fees posted on the Website, the Registration and, where it exists, the Agreement on special terms of service constitute a single transaction.
2. "HR Agency" is entitled, solely and on the basis of a unilateral decision, to amend and/or supplement, in whole or in part, the Standard Terms of Service, any annex thereto, including the Products and Service Fees posted on the Website, and the terms of the Registration procedure. An amendment and/or addition applies only to Orders placed after the amendment and/or addition.
3. Information about the above amendments and/or additions will become available to the Client by posting information about the amendments and/or additions on the Website.
4. "HR Agency" may send the amendments to the Client at the email address known to it. New, amended and/or additional terms enter into force immediately, unless otherwise determined by "HR Agency"; however, they do not apply to current Orders existing before the amendments and/or the Order entered into force.
5. Any amendment and/or addition enters into force on the Website on the business day following its posting on the Website by "HR Agency", and with respect to the Agreement, immediately upon its conclusion in writing.

6. These General Terms of Service have prevailing legal force over all other similar contracts or transactions previously concluded.

Article 29. Notices and Communication

In the case of electronic communication, including when exchanging a scanned version of the Agreement, placing Orders, conducting correspondence or other communication, the Parties shall use, in the case of "HR Agency", corporate email addresses, and in the case of the Client, the email address established by the Agreement, registered on the Website or otherwise provided to "HR Agency".

Article 30. Governing Law

1. The Contract has been drawn up in accordance with the current law of the Republic of Armenia and is governed by the legislation of the Republic of Armenia.
2. Relations not regulated by the Contract are governed by the current legislation of the Republic of Armenia.

Article 31. Disputes and Dispute Resolution

Any dispute arising between the Parties shall be resolved through mutual negotiations. If no agreement is reached, the dispute shall be heard by the competent court of the Republic of Armenia.

Article 32. Language and Copies

1. The Agreement shall be drawn up in two copies of equal legal force in the Armenian language, with one copy given to each Party.
2. If one of the parties to the Contract does not know the Armenian language and/or script, the Contract may be drawn up and concluded in a language understandable to that party. With regard to the translation of the Contract, the Armenian-language version shall prevail, and the Armenian version of the Contract shall be used for any clarification or interpretation.