

User Agreement for the Information Resource dancestudio.telecomarmenia.am

1. Terms and Definitions

1.1. Operator or OJSC “Telecom Armenia” — a legal entity operating under an appropriate license, providing telecommunications services and acting as a mobile cellular communications operator within the territory of Armenia.

1.2. Subscriber — an individual, legal entity, or sole proprietor who is a consumer of the Operator’s telecommunications services and a user of the content provided by the Service Provider at <http://dancestudio.telecomarmenia.am>.

1.3. “Dance Studio” — a service offering an automatically renewable subscription to content, within which subscribers are granted access to the Content of the Information Complex in the form of video clips developed by the Content Provider, subject to daily service usage payments.

1.4. Information and Entertainment Service — a service available within the “Dance Studio” offering, which provides Subscribers, upon request, access to Content from the Information Complex using the Operator’s equipment and communication channels.

1.5. Information and Entertainment Platform — a set of software and hardware tools owned by the Service Provider through which access to the Information and Entertainment Services is provided.

1.6. Content — visual works available on the website <http://dancestudio.telecomarmenia.am> at any time via the Internet.

1.7. Subscription-Based Service — the terms under which the Operator provides Content Services to the Subscriber, who, by performing conclusive actions, accepts the Operator’s Offer, providing unlimited, continuous, and automatic paid access to the Content from the Information Complex for a specific period. At the end of each Content Service provision period under the Subscription, the provision is automatically renewed for a new identical or different period until the Subscriber opts out of the Content in accordance with these rules.

1.8. Personal Account — an analytical account used to record the volume of Services provided under the Agreement, the receipt and expenditure of funds paid for the Services and/or Subscriber equipment, as well as to account for other obligations.

1.9. Service Provider — a partner of the Operator (LLC “Telecom Club”) who holds the copyrights and related rights to the Content within the information resource <http://dancestudio.telecomarmenia.am>.

1.10. The use of the “Dance Studio” Service is carried out based on an agreement between the Subscriber and OJSC “Telecom Armenia,” which includes the Telecom Armenia Rules for the provision of communication services and these Service Provision Rules (collectively referred to as the “Terms”).

1.11. The Information Resource is located at <http://dancestudio.telecomarmenia.am>.

2. Description of the Service and Access

2.1. The Information and Entertainment Service allows the Subscriber to access software products placed on the information resource <http://dancestudio.telecomarmenia.am>. By activating the Service, the Subscriber confirms that they are at least 18 years old and accepts this User Agreement for the provision of the Access Service, and also confirms that they have read and agree with the Rules for the Provision of the Access Service.

2.2. Acceptance of this Offer (by performing certain actions described below) constitutes the Subscriber's consent to receive the Access Service.

2.2.1. The number is determined automatically after initiating a request to activate the Service by clicking on the "Watch," "Listen," "Download," or "Subscribe" button.

2.2.2. By clicking on the "Watch," "Listen," "Download," or "Subscribe" button, the Subscriber consents to the transfer of their mobile number to the Content Provider for the activation and provision of the Service at <http://dancestudio.telecomarmenia.am>.

2.3. If the Service is subscribed to via a Wi-Fi device, additional confirmation of the phone number is required.

2.4. By accepting these Terms, the Subscriber agrees that the Operator may use additional methods (take steps) for Service activation for Subscriber personalization.

3. Service Cost, Payment Procedures, and Service Provision Terms

3.1. The cost of the Access Service is charged to the Subscriber at the moment they accept this User Agreement for access to the information resource <http://dancestudio.telecomarmenia.am>. Further, the internet traffic used by the Subscriber while viewing/downloading Content from the information resource is paid separately according to the Subscriber's tariff plan.

3.2. Access to the Service is provided on a subscription basis.

3.3. Upon first activation of the Service, Subscribers are provided a trial period of 1 (one) calendar day from the moment the Service is first activated.

3.4. For Subscribers with a sufficient balance on their Personal Account, the subscription cost is 65 AMD (including VAT) per 1 calendar day.

3.5. If the Subscriber does not deactivate the Service, and if there are sufficient funds in the Subscriber's Personal Account to pay for the Services, the Service is automatically renewed for a new equivalent term until the Subscriber opts out, as defined by these Rules.

3.6. Upon activation of the Service, the Subscriber will receive an SMS from the number 11066 notifying them of the subscription and fund deduction (only upon the first deduction from the Personal Account).

3.7. Information about the subscription status for Content is also available in the "Profile" section on the website <http://dancestudio.telecomarmenia.am>.

3.8. If there are insufficient funds to pay for the Service at the time of renewal, the Service will not be connected/renewed.

3.9. If sufficient funds are available, the subscription to the Service will be renewed and the funds will be deducted from the account.

3.10. In case of subscription deactivation, access to the Content is blocked after the subscription period ends. Access is restored upon reactivation of the subscription.

3.11. When using the Service at <http://dancestudio.telecomarmenia.am>, internet traffic is paid for by the Subscriber according to their tariff plan.

3.12. To renew the subscription to the Additional Service, the Subscriber must reconnect to it.

3.13. To cancel the Service, the Subscriber must send an SMS message with the text "STOP" to the short number 5050.

3.14. For Subscribers in roaming, SMS and internet traffic charges within the Service are applied according to the current international roaming tariff rates of OJSC "Telecom Armenia."

3.15. By using the service at <http://dancestudio.telecomarmenia.am>, the Subscriber agrees to receive non-chargeable informational messages about the service news from the technical number 11066, as well as other informational messages obtained through the information resource and by other means.

4. Terms of Content Provision on the Information Resource

<http://dancestudio.telecomarmenia.am>

4.1. The Subscriber is entitled to use the content obtained through the Access Service solely for personal purposes and shall not distribute, sell, or otherwise transfer the content to third parties.

4.2. The information resource <http://dancestudio.telecomarmenia.am> is owned by LLC "Telecom Club," which may establish rules, restrictions, and other requirements regarding the use of the content available on this information resource. LLC "Telecom Club" bears full responsibility for the content of the information resource <http://dancestudio.telecomarmenia.am>.

4.3. The Subscriber hereby confirms and agrees that upon subscribing to the Service, all charges and fees are due regardless of whether the Subscriber's mobile equipment meets any compatibility criteria. The Operator does not issue refunds in case the Subscriber is unable to access the Service due to incompatible mobile equipment or browsers.

4.4. The Operator is not responsible for any form of advertising and/or the content of banner ads, pop-up windows, or any other advertising formats presented on the website or within the application. Responsibility for such content lies solely with the advertiser or its authorized representatives.

5. Limitation of Liability

5.1. The Subscriber acknowledges and agrees that the use of the Content is at the Subscriber's sole risk and that the Content is provided on an "as is" and "as available" basis. The Operator, by providing access services to the Content, does not guarantee its availability, content, or functionality.

5.2. The Subscriber agrees to use any Content downloaded or otherwise obtained through the use of the Service at their own discretion and risk, and the Operator is not responsible for any damage to the Subscriber's mobile device or other devices, or for any loss of data resulting from such use.

5.3. To the fullest extent permitted by applicable law, OJSC "Telecom Armenia" provides no warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement of intellectual property rights, concerning any Media Content downloaded or otherwise obtained through <http://dancestudio.telecomarmenia.am>. The Subscriber accepts and unconditionally agrees to this condition.

5.4. The Subscriber acknowledges and agrees that OJSC "Telecom Armenia" shall not be liable to the Subscriber (including under contract obligations) for any direct, indirect, incidental, special, consequential, or punitive damages that the Subscriber may suffer as a result of using Media Content downloaded through the Service, including data loss, regardless of whether OJSC "Telecom Armenia" had been advised of the possibility of such damages.

6. Force Majeure

6.1. In the event of force majeure circumstances preventing the full or partial fulfillment of obligations under these Terms — including but not limited to fire, natural disasters, war, prohibition or restriction of the Parties' activities by government authorities, or other similar circumstances — the performance deadlines for obligations under these Terms shall be extended proportionally to the duration of such circumstances.

7. General Legal Terms

7.1. These Terms constitute the complete legal agreement between the Subscriber and OJSC "Telecom Armenia" and govern the Subscriber's use of the mobile applications of OJSC "Telecom Armenia."

7.2. OJSC "Telecom Armenia" reserves the right to notify about the termination or amendment of these Terms by publishing the relevant information on the websites <http://dancestudio.telecomarmenia.am> or <https://www.telecomarmenia.am>. The Terms shall be considered terminated or amended as of the date specified in the notice.

7.3. The Subscriber acknowledges that if OJSC "Telecom Armenia" does not exercise or enforce any legal rights or remedies granted to it under these Terms (or under applicable law), it shall not constitute a formal waiver of OJSC "Telecom Armenia"'s rights, and those rights and remedies shall remain available to OJSC "Telecom Armenia."

7.4. If any court having jurisdiction rules that any provision of these Terms is invalid, that provision will be removed without affecting the remaining provisions of these Terms, which shall remain valid and enforceable.

7.5. Neither the Subscriber nor OJSC “Telecom Armenia” may transfer or assign any rights granted under these Terms without the prior written consent of the other party. Neither party may delegate its responsibilities or obligations under these Terms without the prior written consent of the other party.

7.6. The Operator shall not be responsible for any disputes or disagreements between the Subscriber and any third party related to the use of the Service. The Subscriber assumes all risks associated with interactions with such third parties and releases the Operator and its suppliers from all claims, demands, and damages related to such disputes.

7.7. The legal relations arising between the Parties under these Terms shall be governed by the current legislation of the Republic of Armenia. Disputes and disagreements between the Parties under these Terms shall be resolved in accordance with the judicial procedure established by the legislation of the Republic of Armenia.

8. Contact Information

8.1. For any additional questions regarding the provision of the Service, please contact us via email at claim@telecom-club.com.