

**CONTRACT offer**  
on the provision of paid educational services

**1. General Provisions.**

**1.1. The procedure for concluding a contract:**

This Agreement is an offer in accordance with Article 435 of the Civil Code of the Russian Federation, namely the proposal of the individual entrepreneur Pilghev Gleb Avinirovich to conclude an agreement on the provision of paid educational services (hereinafter referred to as the "Agreement") on the conditions set forth below.

The unconditional acceptance (acceptance) of the terms of this offer (agreement) is considered to be the registration of the Customer on the Site and their full or partial payment of educational services in the manner prescribed in section 3 of the agreement, which entails the conclusion of an agreement between the Customer and the Contractor in accordance with paragraph 3 of Article 438 of the Civil Code Russian Federation.

**1.2. Parties to the contract:**

The parties to this agreement are:

- Individual entrepreneur Pilghev Gleb Avinirovich (license for educational activities No. 6284 dated March 6, 2020, issued by the Ministry of Education of Stavropolsky Krai), hereinafter referred to as the "Contractor",

- any individual, hereinafter referred to as the "Customer", who has accepted the terms of this agreement in the above manner and files an order of paid educational services for themselves or other persons (acting, including, as the legal representative of a minor). At the same time, an individual who is directly mastering the educational programme when rendering services under this agreement is hereinafter referred to as the "Learner".

**1.3. Terms and Definitions:**

For the purposes of this agreement, the following words and expressions will have the following meanings (unless otherwise provided by the terms of the agreement):

1.3.1. **Website** - a set of programmes for electronic computers and other information contained in an information system, access to which is provided through the information and telecommunication network "Internet" under the domain name londonexpress-online.com. The site is the content of Internet pages located on the Internet at: <http://londonexpress-online.com/>

1.3.2. **Personal Account** - a site page available for the Customer (Learner) that contains information about the Customer (Learner) and the services provided to them. The Parties establish that the following information specified in the Personal Account is an integral part and the terms of this agreement concluded with a specific Customer (Learner):

- Information about the Customer: surname, name, patronymic; place of residence, date of birth, phone, email address;
- information about the learner: last name, first name, patronymic; place of residence, date of birth, phone, email address;
- name of the educational programme (course);
- duration of training (number of classes);
- the full cost of educational services;
- Timetable of classes.

1.3.3. **User Credentials** - a unique name (login) and password for entering the Personal Account indicated by the Customer when registering on the Site.

1.3.4. **User equipment** - a technical tool (personal computer, laptop, etc.) through which the Customer (Learner) uses the Site.

1.3.5. **Customer's personal payment account** is a system of cash accounting on the Website for transactions settlement of the Customer with the Contractor, located in the Personal Account.

1.3.6. **Service** - a service for organizing video conferences via “Zoom” (the address on the Internet is <https://zoom.us/>).

## **2. The Subject matter of the Contract.**

**2.1.** Under this agreement, the Contractor shall provide, and the Customer shall pay for the educational services provided to the Learner in accordance with the conditions established by the agreement.

### **2.2. The main characteristics of the education provided under this Agreement:**

- type of education - additional education;
- a subtype of continuing education - additional education for children and adults;
- type of educational programme - an additional general developmental programme;
- orientation of the educational programme - learning English;
- Full-time form of education;
- The term of development of the educational programme (duration of training) is determined in accordance with the educational programme, the name of which is indicated in the Personal Account.

**2.3.** The purchase of learning materials, the list of which is determined by the Contractor, is carried out by the Customer and is not included in the cost of the services provided under this Agreement.

**2.4.** The provision of educational services is carried out during the course, divided into separate classes having a certain duration set by the Contractor. The total number of classes and the schedule of classes is determined in accordance with the educational programme and is indicated in the Personal Account.

### **2.5. The right to access Macmillan English Campus electronic resources:**

The Contractor, when providing educational services, has the right to grant the Customer (Learner) the right to receive an access to Macmillan English Campus electronic resources free of charge. Access to these resources is carried out by the Customer (Learner) via the Internet through the website <https://www.macmillanenglishcampus-lms.com/ACE/talisman> . The access is provided as a combination of a unique username and password. The right to access is exercised subject to the following conditions:

2.5.1. The learner has the right to use the access to the electronic resources of Macmillan English Campus solely for the purpose of mastering the educational programme under this agreement. Use of this access in any other way (including copying, reproducing, providing access to other persons) is prohibited.

2.5.2. The rights of the Customer (Learner) to use the access to the electronic resources of Macmillan English Campus terminate in any of the following cases:

- from the moment of breach or termination of this contract;
- in case of termination of the rights of the Contractor to access these electronic resources;
- in case of suspension of classes for more than 30 (thirty) calendar days. The resumption of classes after such a suspension does not entail the restoration of registration and other information about the Customer (Learner), including information on the progress of training previously contained in the profile of the Customer (Learner) on the Macmillan English Campus resource.

2.5.3. In case of termination of the Customer’s (Learner’s) right to use access to Macmillan English Campus electronic resources, the Contractor has the right to delete all information about the Customer (Learner) from the website of this resource on the Internet (including the profile of the Customer (Learner), his registration data and learning progress information).

2.6. The Customer confirms that prior to the conclusion of this contract, he is familiarized with information about the Contractor and the paid educational services rendered to him, ensuring the possibility of their correct choice, including the following documents:

- License of the Contractor for the provision of educational services;
- educational programmes of the Contractor;
- policy regarding the processing of personal data of customers;
- Regulation on the implementation of educational programmes using e-learning and distance learning technologies.

### 3. The cost of the services and the procedure for their payment.

**3.1.** The full cost of educational services is set in the Personal Account and is determined on the basis of the following conditions:

3.1.1. educational programme (course), agreed between the parties and specified in the Personal Account;

3.1.2. the level of knowledge of the learner, agreed between the parties and indicated in the Personal Account;

3.1.3. type of classes - individual or group lessons;

3.1.4. duration of classes;

3.1.5. type of teacher (Russian-language teacher or English-language teacher).

The customer, paying for educational services at the price indicated in the Personal Account, fully agrees with the conditions specified in this paragraph in accordance with their characteristics reflected in the Personal Account.

**3.2.** If any of the conditions stipulated in clause 3.1 of the contract is changed, the full cost of educational services is recalculated in accordance with the prices set by the Contractor at the time of changing such conditions.

**3.3.** In order to receive services for the development of the entire educational programme (course), the Learner is required to pay for all classes provided for this programme (course).

**3.4. Payment for services is carried out by the Customer for a fixed number of classes (hereinafter referred to as the Lesson Package). Types of Lesson Packages are determined by the Contractor and are placed in the Personal Account. The cost of the Lesson Package is equal to determined cost by multiplying the number of classes included in it by the cost of a one-time lesson.**

**3.5. The Customer is notified that for classes included in the Lesson Package, the Contractor sets a discount, which applies only if the Learner attends all classes included in this Package** (the total discount is indicated on the Site and is equal to the difference between the price of the Lesson Package and the value indicated at the “crossed out price” of this Package). If the Customer terminates this agreement ahead of schedule, they are obliged to pay to the Contractor all expenses actually incurred by them related to the fulfillment of obligations under the agreement. The amount of these expenses of the Contractor is established basing on the cost of a one-time lesson established by the Contractor without discounts, and is determined by the following formula:

$P = n * C$ , where:

P - the cost of expenses actually incurred by the Contractor and payable by the Customer

n is the total number of lessons actually held

C - the price of a one-time lesson without discounts.

**3.6.** This agreement establishes an advance payment for services.

The Customer is obliged to pay for the Lesson package they have chosen in at least 12 (Twelve) hours prior to the start of the following lesson, not included in the previously paid Package. In case of violation of this period:

- when paying for an individual lesson - the Contractor has the right to prevent the Learner from studying and postpone it to another time and date, notifying the Customer (Learner) about this in the Personal Account or in another way;

- when paying for a group lesson - the Contractor has the right not to allow the learner to the next lesson and to provide them with a video recording of the missed distance lesson. In this case, the services for conducting the missed lesson are considered to be provided to the Learner in an appropriate manner, and the money paid for it is not refundable.

**3.7.** Payment for services is carried out by bank transfer in the ways provided on the Site. Services are considered to be paid from the moment the funds are credited to the bank account of the Contractor.

**3.8.** When providing the Learner with a bonus or an encouragement to additional classes, the Customer may not demand monetary compensation if such an additional lesson was not held for any reason, or if the Customer (Learner) refuses to attend such a lesson. The number of bonus classes depends on the package offer purchased by the Customer and is the subject to use within the period of

use of the purchased package of classes. Bonus classes are provided on a temporary basis and expire in the ratio of 1 bonus lesson after 14 days.

**3.9.** In the event that within 12 (Twelve) months after payment, the Customer attends fewer classes than the maximum number of classes provided by the Package of courses or the course chosen by them, the services are considered to be provided by the Contractor properly, and the Customer is not entitled to a refund.

#### **4. The procedure for conducting classes.**

**4.1.** The organization and conduct of classes in the provision of services under this agreement are carried out remotely (using distance educational technology) in the following order:

4.1.1. The Parties use the Service to provide services for the organization of distance learning by the Parties. The Customer confirms that they and the Learner at the time of conclusion of this Agreement are familiar with the rules and conditions for participation in the videoconferences of the Service and have the skills to use it, in connection with which they independently bear the responsibility to ensure the technical possibility of using the Service on their technical equipment.

4.1.2. To participate in the remote lesson, the Contractor places a link (conference ID) and other information necessary for participating in the Zoom conference in the Personal Account (hereinafter referred to as Zoom credentials).

4.1.3. The Customer is obliged to independently (without involving the Contractor) provide the Learner with their participation in the Zoom conference using the link (Zoom credentials) located in the Personal Account.

**4.2.** The Customer is notified that the Learner's participation in distance learning is possible subject to the following technical requirements for the device (personal computer, laptop, etc.) that is used to access the Service:

- the presence of a computer programme (application) installed on the technical device is necessary for organizing video conferences via the Service;
- compliance of the device with system and other requirements established on the Service website;

**4.3.** The Contractor has the right to record audio and video of classes with the Learner in order to monitor the proper fulfillment by the parties of obligations under this agreement, as well as to monitor the quality of the services provided and the fulfillment of the school teaching standards by teachers. The Customer (Learner) agrees to the use of such audio and video recordings with the participation of the Learner by the Contractor for such purposes, as well as in order to protect the rights and legitimate interests of the Contractor in relations with third parties, including in court and law enforcement agencies. The Customer (Learner) also agrees to the use by the Contractor of all correspondence carried out by the Customer (Learner) with teachers and other employees of the Contractor through the Site, for the above purposes, as well as in order to protect the rights and legitimate interests of the Contractor in relations with third parties, including in court and law enforcement.

**4.4.** If the teacher fails to contact the Learner at the time scheduled for the start of the lesson, the teacher must send a notification in the Personal Account to the Learner. A lesson is to be started on a schedule, regardless of when the connection is established. If, despite the observance of the provisions of this paragraph, the teacher fails to contact the learner, the lesson is considered to be successful and the services rendered properly.

**4.5.** If, within five minutes after the scheduled start of the lesson, the Learner does not receive a call or message in the Personal Account from the teacher, the User must contact the Contractor by the phone number indicated on the Site in the "Contacts" section. The lesson, not conducted through the fault of the teacher, is transferred to another time acceptable to the learner.

**4.6.** The Customer (Learner) agrees that any lesson can be started 10 (ten) minutes late, which is not a significant violation of the terms of the contract. Such an occupation is payable by the Customer in full.

**4.7.** A lesson is considered to be held within the prescribed period if, within 20 (twenty) minutes from the beginning of its holding, as set out in the lesson schedule, the User does not submit a claim to the Contractor regarding violation of the lesson.

**4.8.** A lesson is considered to be conducted in proper quality if, within 1 (one) hour after its

completion, the User does not submit a claim to the Contractor regarding the quality of the lesson.

**4.9.** Funds paid for missed and not transferred in the prescribed manner classes are not returned and cannot be offset against future classes.

**4.10. Transfer of classes and skipping classes:**

4.10.1. The learner has the right to postpone or cancel the individual lesson no later than 24 (twenty-four) hours before its start. Failure to comply with the specified time for a Learner means that they agree to the proposed time for the lesson, and if the Learner misses the lesson, then the money paid for this lesson will not be refunded. The transfer is carried out by the Learner independently through the Personal Account: the transfer of the lesson is possible only for vacant class time, marked as available for transfer in the teacher's schedule.

4.10.2. The customer can cancel no more than 2 individual lessons per month. The customer has the right to postpone an individual lesson for a period not exceeding 7 calendar days from the date of the transferred lesson. At the same time, the Customer (Learner) does not have the right to transfer such a postponed lesson and is obliged to participate in it. If the Learner has not participated in the postponed lesson, the money paid for it is not refundable.

4.10.3. The transfer or cancellation of group classes by request of the Customer (Learner) is not possible. If the Learner did not participate in the paid group lesson, a video-record of the lesson is made available to view in the Personal Account (the money paid for the lesson is not refundable). If none of the Learners, making part of the group, attended a group lesson, a video-record of the lesson conducted by the teacher is made available to view for all the Learners who paid for the lesson (the money paid for the lesson is not refundable).

4.10.4. The Contractor, including the person of the teacher, has the right to change the schedule of classes (both individual and group) with prior notification of the Learner in the Personal Account at any time before the start of the lesson.

**4.11. Suspension of classes:**

4.11.1. The customer has the right to suspend the provision of services while maintaining the class schedule subject to the following conditions:

- a break in classes cannot be longer than 14 (fourteen) days with the preservation of the schedule;

- at the time of suspension (or immediately after the last before the suspension of the lesson) the Customer paid for at least 1 (one) following lesson;

- The customer informs the Contractor of the date and time of the last lesson before the suspension and the first lesson after the suspension.

4.11.2. If the Customer needs to suspend the provision of services again, but fewer than 90 (ninety) days prior to the previous suspension, the Customer has the right to suspend the provision of services by notifying the Contractor 24 hours before the start of the next lesson; in this case, the classes reserved for the Customer in the teacher's schedule are canceled. Upon resumption of classes, the Customer and the Contractor draw up a new class schedule. The Customer and the Contractor also draw up a new class schedule in case the break in classes is more than 14 calendar days.

4.11.3. The Contractor has the right to suspend classes at its discretion in case of non-working days in the place of residence of the Customer or at the location of the Contractor, if the Contractor notifies the User in advance via e-mail or in the User's Personal Account.

## **5. Obligations of the Contractor**

The Contractor is obliged:

**5.1.** Organize and ensure the appropriate provision of educational services provided for in Section 1 of this Agreement.

**5.2.** During the provision of educational services, provide the Learner with respect for human dignity, protection from all forms of mental violence, harassment, protection of life and health. The Contractor is not responsible for the safety of the Learner who is outside the classroom, including immediately before, during and after school time.

**5.3. At the end of the level (course), test the Learner, and in the case of passing the final test with a result of 75% or more, as well as attending classes by 75% or more - issue a certificate confirming the level of knowledge of the English language obtained.** The Certificate is issued by

the Contractor in electronic form by sending it to the Customer by e-mail or through the instant messaging service (WhatsApp and others) by telephone of the Customer.

The Contractor does not guarantee that the Learner will perfectly master the English language at any level: it depends on the time spent on learning the language, the abilities of the Learner and the efforts made (including memorizing words and expressions, listening to training materials, etc.). In this regard, the assessment of the level of knowledge and skills of the Learner made by the Contractor may differ from that which will be made by third parties.

## **6. Obligations of the Customer.**

The customer must:

**6.1.** Make timely payments for educational services provided under this Agreement in time.

**6.2.** Immediately inform the Contractor of a change in the contact phone number and place of residence of the Learner or the Customer.

**6.3.** To ensure the participation of the learner in distance learning in accordance with the curriculum and schedule (this condition applies to the customer who is not a learner).

**6.4.** Compensate for damage caused to the Contractor's learning property in accordance with the legislation of the Russian Federation.

**6.5.** Observe the Terms of Use of the Site, which are an integral part of this Agreement (Appendix No. 1 to the agreement).

**6.6.** Perform other duties established by this contract.

## **7. Learner Responsibilities**

The learner is required to:

**7.1.** Take part in distance learning in accordance with the curriculum. The late arrival of the learner to participate in the lesson cannot be the reason for changing the time for completion of the lesson (provision of educational services).

**7.2.** Comply with the requirements established in Article 43 of the Federal Law of December 29, 2012 No. 273-FZ "On Education in the Russian Federation", including:

- perform tasks to prepare for classes provided by the curriculum, including individual plan;
- study according to the educational programme in compliance with the requirements established by the constituent documents, internal regulations and other local regulatory acts of the Contractor.

**7.3.** Observe discipline and generally accepted standards of behavior, in particular, show respect for the Contractor and other learners and visitors, do not encroach on their honor and dignity, do not take part in classes in a state of alcoholic, narcotic or toxic intoxication. If the Learner is drunken and takes part in the classes, the Contractor has the right to refuse to provide educational services to the Learner and not allow them to attend classes. In this case, the lesson is considered missed without a good reason and is payable in full.

**7.4.** Carefully treat the Contractor's property.

**7.5.** Perform other duties established by this contract.

## **8. The rights of the Contractor, Customer, Learner.**

**8.1.** The Contractor has the right:

8.1.1. In the group form of classes - in the case of missed classes by the Learner, to provide for viewing a video-record of a missed distance lesson provided that it is paid with Customer's side. If the Learner does not use this opportunity, the funds paid for missed classes (for the provision of services) are not returned and cannot be transferred to another period of training (provision of services).

8.1.2. In the individual form of classes - in the case of missed classes by the Learner due to illness or a business trip, provided the Contractor is notified about this no later than 24 (twenty-four) hours before the start of classes, to provide the opportunity to postpone classes.

8.1.3. To refuse to provide video recordings of a missed distance lesson, in case learners miss

classes for no good reason, while the money is not returned.

8.1.4. Independently carry out the educational process, establish grading systems, forms, procedure and frequency of certification of the learner. Use in their work (in the provision of services) teaching aids, fiction and other materials necessary to fulfill their obligations under this Agreement. The list of these materials is determined by the Contractor independently and at its own discretion in accordance with the requirements of the educational programme.

8.1.5. Use software training and translation for the provision of services.

8.1.6. **To make unilateral changes to the class schedule, while maintaining the duration and number of classes (services provided), as well as the unification of several groups and the change of teacher.**

8.1.7. **The Contractor reserves the right to suspend classes in groups, the number of which is reduced to 1 person, until a group of at least 2 people is assembled. The Contractor reserves the right to offer a group of 1 person to pay for classes based on the cost of individual classes. If the Customer refuses to pay for such classes, based on the cost of an individual lesson, the conduct of classes is suspended.**

8.1.8. **During non-working holidays in accordance with the labor legislation of the Russian Federation, the Contractor reserves the right to postpone classes for working days following the holidays or to conduct classes on non-working holidays by mutual agreement of the parties.**

8.1.9. **The Contractor has the right not to allow the Learner to attend classes if these classes were not paid in a timely manner in the manner and on the conditions provided for by this agreement.**

**8.2.** The customer has the right:

8.2.1. Require the Contractor to provide information on issues related to the organization and ensure the proper execution of services provided for in section 1 of the contract.

8.2.2. Require the Contractor to provide information on academic performance, behavior, the learner's attitude to study and their progress in relation to training.

8.2.3. Contact the Contractor with a written statement in case of impossibility of training (rendering services) in the proposed group. Re-registration and recalculation of unused academic hours and money is calculated from the date of receipt of such a statement by the Contractor. Applications received after the end of a paid course of educational services are not subject to consideration and satisfaction.

**8.3.** The learner has the right:

8.3.1. Contact the Contractor on all issues related to the provision of educational services under this Agreement.

8.3.2. Receive complete and reliable information about the assessment of their knowledge and assessment criteria.

## **9. Amendment and termination of the contract.**

**9.1.** The terms of this agreement may be changed on the initiative of the Contractor by posting on the Website a new edition of the agreement. At the same time, the changes made to the contract come into force after 5 (Five) business days from the moment the new version of the contract is posted on the Site, if the Customer does not notify the Contractor of any objections to the changes made within this period.

**9.2.** This contract may be terminated by agreement of the parties. On the initiative of one of the parties, the contract may be terminated on the grounds provided by the current legislation of the Russian Federation and this contract.

**9.3.** The Contractor has the right to terminate this contract unilaterally out of court by notifying the Customer of this in any way (including by sending a corresponding message to the Personal Account or by e-mail specified in the Personal Account) in the following cases (the contract is considered terminated from the moment the Customer receives it Contractor's notices.):

9.3.1. In case of any violation by the Customer of the terms of payment for services established by this agreement.

9.3.2. In the event that the Learner, who through their behavior, systematically violates the rights and legitimate interests of other learners and employees of the Contractor, the class schedule or interferes with the normal implementation of the educational process, the Contractor has the right to refuse to fulfill the contract after 2 (Two) warnings to eliminate such violations to the Learner when these violations are not eliminated. In this case, the cost of the educational services not rendered (unused academic hours) is not refunded.

9.4. After the termination of the contract, the Contractor has the right to remove the Personal Account from the Site, as well as terminate the Customer's (Learner's) access to Macmillan English Campus electronic resources, including by deleting all the Customer's (Learner's) data posted on the website of these electronic resources.

9.5. The Customer is entitled to terminate this contract at any time, provided that the Contractor is paid the expenses actually incurred by them, related to the fulfillment of obligations under the contract.

9.6. Unless otherwise provided by the contract, in case of termination of the Contract on the initiative of the Customer, the refund is made to the Customer in an amount exceeding the cost of the services which were actually rendered.

9.7. In order to return the funds in connection with the termination of the contract on the initiative of the Customer, the Customer draws up a written application in the form provided by the Contractor and sends it to the Contractor in electronic form with an attached copy of the customer's identity document. Refunds are made within 10 (Ten) business days from the date of receipt of such a customer's application. Refunds are made to the bank account from which the Contractor's services were paid.

9.8. Upon termination of the contract, the Customer (Learner) loses the right to bonus classes provided to them and not used at the time of termination of the contract.

## **10. Responsibility for failure or improper performance of this contract. Settlement of disputes.**

10.1. In case of non-fulfillment or improper fulfillment of obligations by the parties under this agreement, they are liable under the laws of the Russian Federation.

10.2. The parties are exempted from liability for non-performance or improper performance of their obligations under this Agreement if such non-performance or improper performance was caused by events that are independent of the will of the parties and which the bona fide party could not avoid, i.e. act of providence and cases of force majeure circumstances.

10.3. The Customer confirms that they are familiar and agree with the Policy regarding the processing of personal data of the Contractor's customers posted on the Site and which is an integral part of this Agreement.

10.4. If any other person but not the Customer or the Learner is authorized using the Credentials to participate in the distance learning session, then all actions performed by such a person will be considered committed by this Customer or the Learner. The Customer, the Learner, is independently responsible for all actions performed by them using the Credentials, as well as for all actions performed on the Service by any other persons using the Learner's credentials.

The Customer is solely responsible for the actions of the Learner with the Credentials intended for the Personal Account.

10.5. The Contractor shall not be liable for losses incurred by the Customer as a result of disclosure to third parties of the Credentials required to participate in the lesson.

10.6. Since the identification of learners during distance learning is difficult due to objective technical reasons, the Contractor is not responsible for the fact that learners participating in distance learning are really those who they claim to be and are not responsible for any harm caused to the learner, the customer or to others for this reason.

10.7. The Contractor does not guarantee that:

- information available at a specific time on the Site will be available at any other time during the term of the contract;
- the information contained in the Personal Account is true and complete;

- the software of the Site does not contain errors and / or computer viruses or extraneous code fragments, and also meets all the needs of the Customer (Learner) that are not provided by the capabilities of the Site. The Contractor provides the Customer (Learner) with the opportunity to use the Site software in the form that it is at the moment in time on the basis of "As is" (Eng. - "As is"), without any guarantees from the Contractor. In this regard, the Customer (Learner) is not entitled to require the Contractor to change or expand the functional and other capabilities of the Site in relation to those that are actually available.

**10.8.** The Contractor shall not be liable for non-performance or improper performance of obligations under the Agreement, as well as possible losses incurred including, but not limited to, as a result of:

- posting false information in the Personal Account;
- any failures in the work of the Site caused by errors in the code, computer viruses and other extraneous fragments of code in the software of the Site, as well as the execution by the Contractor of preventive work or actions to suspend the work of the Site as a result of circumstances beyond the control of the Contractor.
- absence (impossibility to establish, terminate, etc.) of an Internet connection between the User's server and the site or Service server;
- any failures in the operation of the Service as a result of circumstances beyond the control of the Contractor;
- absence (impossibility of establishing, terminating, etc.) of an Internet connection between the server of the Customer (Learner) and the server of the Service;
- Lack of Customer's or Learner's skills to work with the Service;
- non-compliance with the technical characteristics of the device used by the Customer (Learner) to access the Service, as well as the User equipment used by the Customer (Learner) to access the Site, the requirements established in this Agreement;
- amendments to the current legislation in the field of the provision of services by commercial organizations on the Internet;
- actions of state and municipal bodies carried out in the framework of inspections of the activities of the Contractor or other persons related to the operation of the Site or Service;
- amendments to the current legislation in the field of the provision of services by commercial organizations using the Internet;
- other circumstances not related to the actions of the Contractor.

**10.9.** The parties shall establish a mandatory pre-trial procedure for the settlement of any claims of the Customer against the Contractor related to the execution of this agreement. The Customer's written claim is considered by the Contractor within 10 (Ten) business days from the date of its receipt.

**10.10.** All disputes between the Customer and the Contractor, including those not settled in the manner established by this agreement, shall be resolved depending on the competence (jurisdiction) in the Pyatigorsk city court of Stavropolsky Krai or in the magistrate court of the judicial section No. 1 of the city of Pyatigorsk or the Arbitration Court of Stavropolsky Krai (contractual jurisdiction).

## **11. Confidentiality.**

**11.1.** The Contractor establishes, and the Customer acknowledges that the terms of this Agreement, as well as information of any nature received by the Parties in connection with the execution of this Agreement, are information constituting the Contractor's trade secret (hereinafter - Confidential Information). In relation to this information, a trade secret regime is established.

**11.2.** The Contractor shall establish and the Customer shall recognize the following procedure for handling Confidential Information:

- disclosure of Confidential Information without the written consent of the Contractor is not allowed. The disclosure of Confidential Information is understood as an action or inaction, as a result of which this information in any possible form (oral, written, other form, including using technical means) becomes known to third parties (i.e. to all persons, with the exception of the Customer) without the consent of the Contractor, as the holder of such information, or contrary to this Agreement;

- The Customer is obliged to inform the Contractor in writing of all cases when his actions or inaction (including the actions of his employees and other persons involved by the Customer), as well as the actions or omissions of third parties, may entail or have led to the disclosure of Confidential Information. Such a message should contain information about the reasons for the disclosure of Confidential Information and persons who may become aware of such information or become known;

- The Customer is obliged to take measures aimed at ensuring compliance with the trade secret regime in relation to Confidential Information, including, the prevention of the disclosure of such information by the employees of the Customer and other persons involved by the Customer;

- Confidential information shall be deemed disclosed by the Customer, unless it is proved the contrary. At the same time, the Customer is solely responsible for the actions of its employees or other persons involved by them, aimed at the disclosure of Confidential Information.

The Contractor, in order to monitor compliance with the procedure for handling Confidential Information, has the right to request written explanations from the Customer about measures taken by the Customer to not disclose such information, as well as about the reasons for the disclosure of this information.

**11.3.** In order to record the persons who have gained access to the Confidential Information, the Customer is obliged to inform the Contractor in writing the following information about such persons within 1 business day from the moment these persons gain access to the Confidential Information:

- in relation to individuals - their last name, first name, patronymic, date of birth, place of birth, place of residence;

- for legal entities - full name, taxpayer identification number, location.

## **12. Intellectual property.**

**12.1.** When using the Site and the Service, the Customer (Learner) is prohibited to:

12.1.1. access to data not intended for this Customer (Learner) or login in to the system under a login that does not belong to this Customer (Learner);

12.1.2. attempts to check the vulnerability of the security system of the Site or Service, violation of the registration and authorization procedure without the permission of the Contractor;

12.1.3. attempts to interfere with the use of the Site or the Service to other users, which includes the spread of computer viruses, data corruption, the constant sending of repeated information, the sending of e-mail through the site server, the simultaneous sending of a large number of e-mail and / or requests to the Site or Service in order to intentionally disable the site server and similar actions that go beyond the normal intended use of the Site or the Service, and which could deliberately or inadvertently cause malfunctions in its operation;

12.1.4. mailing to users of the Site or Service materials to which they did not give their consent, "spam", any letters and advertising without the permission of the Contractor;

12.1.5. recording, reproduction, distribution or other actions with video materials shown to the Learner during the course of remote tasks. The customer has the right exclusively to a one-time viewing of distance classes using the Service. The performance of other actions with the video material of the remote lesson for the Customer and the Learner is prohibited;

12.1.6. transfer to third parties the answers to final questions (testing).

**12.2.** The intellectual property of the Contractor (or other persons who have concluded relevant agreements with the Contractor) are:

- the logo, name, design elements, design and general appearance of the Site, the programme code of the Site, informational, graphic, audio, video, photo and other content of the Site (hereinafter referred to as the Objects included in the Site), carried out by the Contractor and posted on Site (both visible to the user and not visible without performing special actions, both legitimate and not);

- educational programmes and technologies used in the provision of services under this Agreement, including all video materials shown to the Learner in the course of conducting remote tasks using the Service.

The use of these intellectual property without the express explicit consent of the author is prohibited. In case of violation by the Customer (Learner) of the provisions of this paragraph, the Contractor has the right to terminate this Agreement unilaterally out of court.

**12.3.** Use of the Site or individual Objects that make up the Site, as well as other intellectual property objects specified in clause 10.3 of the Agreement, is allowed only for personal non-commercial purposes on the terms and within the limits provided for by this Agreement. Any use of these intellectual property objects in a manner other than provided by the Agreement, including their reproduction (copying in any way), any distribution, bringing to the public and / or public display / performance, modification, processing, addition, creation of derivatives and composite works , as well as use in any other way, including for carrying out commercial activities (for profit), is not allowed without the prior written permission of the Contractor. Quoting information posted on the Site or of individual Objects that are part of the Site, as well as information received during distance learning, is allowed only in cases provided for in Art. 1274 Civil Code of the Russian Federation. With this citation, an indication of the author's name and an active link to the Site is required. In order to prevent unauthorized use of the Site or the Objects that make up the Site, the Contractor has the right to use any technical means of protection - technologies, technical devices or their components that control access to the Site, prevent or limit the implementation of actions that are not authorized by the Contractor. In particular, the Contractor has the right to limit the number of devices of the User (User) from which access to the Site can be made at the same time.

**12.4.** The Customer is solely responsible for the use of intellectual property posted by the Customer (Learning) on the Site (or the Service) or transmitted by the Customer (Learner) through the Site or the Service, as well as materials that in any other way become available through or through the Site or the Service due to actions and / or inaction of the Customer (Learner). The customer undertakes to independently resolve the claims of all copyright holders related to the use of such objects of materials on their own and at their own expense. In the event that the Contractor makes claims, claims, claims by third parties regarding the illegal use by the Customer (Learner) of intellectual property objects on the Site or the Service, the Customer shall compensate the Contractor for all losses that the latter incurred as a result of such violation or the presentation of such claims, and the Contractor has the right to terminate The contract is unilateral extrajudicial.

**12.5.** Since the Service is publicly available, the Contractor does not guarantee and is not responsible for the fact that the materials posted or provided on the Service by the Contractor are free from the requirements of third parties.

### **13. Information interaction of the parties**

#### **13.1. Cancellation or rescheduling notice:**

13.1.1. If the Contractor changes the class schedule, the Learner is notified of this by e-mail specified in the Personal Account.

13.1.2. To change the class schedule, the Customer is obliged to notify the Contractor through the Personal Account (chat message) or call the number indicated on the Site in the "Contacts" section. Phone calls are accepted during the London Express Online support service hours listed in the Contact section.

**13.2.** In order to change the duration of the lesson (as part of the options available to LE Online Customers) or agree to increase the frequency of classes, change the teacher or suspend classes, the Customer must inform the teacher about their desire through the Personal Account or call the number indicated on the Site in the "Contacts". Phone calls are accepted during the London Express Online

support service hours listed in the Contact section.

#### 14. Duration of this Contract and other conditions.

**14.1.** This Agreement shall enter into force on the day of its conclusion and is valid until the Parties fully fulfill their obligations.

**14.2.** The parties have agreed on the possibility of using the Contractor as an analogue of the handwritten signature of the facsimile reproduction of the signature and press using mechanical and other copying tools to sign this offer. In this regard, the present offer, posted on the Site with an electronic image of the signature and part of the Contractor, is duly signed by the Contractor without providing the Customer with its original on paper.

**14.3.** The Parties agreed that any documents related to the execution of this Agreement may be signed by both Parties by facsimile reproduction of the signature by means of mechanical or other copying or another analogue of a handwritten signature and sent to the other Party in the form of electronic files containing scanned images of documents, by email or via an instant messaging service (WhatsApp and others).

**14.4.** The general conditions specified in this Agreement correspond to the information posted on the Contractor's official website on the Internet at the date of conclusion of this Agreement.

#### Contractor:

Individual entrepreneur Pilguyev Gleb Avinirovich  
357560, Stavropolsky Krai, Pyatigorsk, pos. Goryachevodsky,  
prospekt Sovetskoy Armyi, dom 17, kvartira 109  
Tax Reference Number: 263203740874  
PSRN (Personal State Registration Number): 319265100084137  
OKPO (Russian Business and Organisation Classification): 0178243612  
Operating account 40802810306900000436  
Correspondent account 30101810400000000734  
Bank: Branch No. 4 of PJSC CB Center-invest  
RCBIC (Russian Central Bank Identification Code) 040702734

IE Pilguyev G.A. \_\_\_\_\_

signature, stamp



## **SITE USE RULES**

These Terms of Use (hereinafter - the Rules) are an integral part of the agreement for the provision of paid educational services (hereinafter - the agreement).

### **1. GENERAL PROVISIONS**

1.1. In order to gain access to the Site resources related to the conclusion of the agreement, the Internet user (hereinafter referred to as the user) is required to register in accordance with the procedure established on the Site.

1.2. The user who has completed the registration procedure on the Site expresses his unconditional agreement with these Rules and undertakes to comply with them when using the resources of the Site.

1.3. All terms used in these Rules are interpreted by the Parties in accordance with the Agreement.

### **2. SITE REGISTRATION PROCEDURE**

2.1. Registration on the Site is carried out by the User by filling out the registration form posted on the Site and expressing consent with the terms of the agreement and other documents by clicking the "Register" button located on the corresponding page of the Site.

2.2. The user is prohibited from registering multiple Personal Accounts (one user can register only one Personal Account).

2.3. When registering, and filling out the Personal Account, the user is obliged to enter the information provided for in the appropriate form posted on the Site.

2.4. After user registration on the Site, the Personal Account is created as a set of pages of the Site, access to which is protected by Credentials. Access to the Personal Account is carried out by the user by entering Credentials.

### **3. PROCEDURE FOR USING A PERSONAL ACCOUNT**

3.1. Payment for the services provided by the Contractor is carried out by the Customer after they log into the Personal Account. The Customer selects the required service on the page where information about the service with the possibility of payment is presented. The software of the Site automatically calculates the cost of the service selected by the Customer.

3.1.1. Payment for services is carried out by the Customer in the ways provided by the Site.

3.2. The Customer is obliged to update all information about themselves and the Learner available in the Personal Account no later than one day from the moment of their change and is independently responsible for the accuracy and completeness of this information.

#### 4. TECHNICAL REQUIREMENTS FOR THE USER EQUIPMENT

4.1. The Customer is notified that the use of the Site is possible subject to the following technical requirements for their User Equipment by the Customer:

Technical requirements:

The user is responsible for maintaining the minimum technical requirements throughout the lesson and for organizing the workplace before the lesson. London Express Online is not responsible for the failure to provide services or their inadequate quality if the reason was the lack of necessary software or technical problems with connecting to the Internet.

Minimum system requirements for PC:

- Operating system: Windows 7/8 / 8.1 / 10, Mac OS X 10.11 and later;
- Google Chrome browser / Yandex Browser / Opera / Mozilla Firefox / Safari latest stable version;
- RAM: from 4 GB or more;
- Processor: 4th generation Intel Core i3 and more powerful, AMD A4-6210 or more powerful;
- The presence of a microphone, speakers, video cameras;
- Internet connection speed from 20 Mbps.

Minimum system requirements for mobile devices (smartphone / tablet):

1) Requirements for classes on Android:

- Android version (clean): 8 or later;
- Browsers: current versions of Chrome / Firefox / Opera;
- RAM: 1.5 GB. or more;
- Processor: 1.5 GHz. (dual core) or more powerful;
- Internet connection from 20 Mbps.

2) Requirements for classes on iOS:

- iOS version 12.3 or later;
- Browser Safari;
- Internet connection from 20 Mbps.

Workplace organization:

- Close all programmes that can keep busy most of the Internet channel (for example, file sharing);
- The User must provide access to the microphone and camera on their technical device for the lesson

#### Contractor:

Individual entrepreneur Pilghev Gleb Avinirovich  
357560, Stavropolsky Krai, Pyatigorsk, pos. Goryachevodsky,  
prospekt Sovetskoy Armii, dom 17, kvartira 109  
Tax Reference Number: 263203740874  
PSRN (Personal State Registration Number): 319265100084137  
OKPO (Russian Business and Organisation Classification): 0178243612  
Operating account 40802810306900000436  
Correspondent account 30101810400000000734  
Bank: Branch No. 4 of PJSC CB Center-invest  
RCBIC (Russian Central Bank Identification Code) 040702734

IE Pilghev G.A.

signature, stamp

