## Agreement for the provision of remote training services

Limited liability company Webilang, hereinafter referred to as "Contractor", acing under the certificate of registration under No. 1217700087780, publishes this Agreement for conducting distance English classes, webinars, workshops, business plays offered any individual or legal entity, hereinafter referred to as "Customer". Contractor and Customer are together referred to as "Parties".

This Agreement is a Public Offer Agreement, under Article 435 and Part 2 of Article 437 of the Civil Code of Russian Federation, and contains all the essential terms of a paid services agreement.

Acceptance of this Agreement shall be effective after payment by Customer of tuition fees and subject to the terms of this Agreement containing Contractor's contact details in this Agreement.

#### 1. Terms and definitions

- 1.1. Services arranging both (either) group and (or) individual English classes via the Internet, webinars, workshops and business games, as well as providing access to educational materials and checking homework by Contractor.
- 1.2. Course is one or several group or private English classes, as well as webinars, workshops and business games developed by Contractor.
- 1.3. Software Webex Meeting Centre (application for web conferencing), Zoom (application for web conferencing) and Webilang Intranet (course management system).
- 1.4. Website http://webilang.com a set of software tools used to provide Services via the Internet: curriculum management system, personal account management system, blogging platform for communication within the study group.

#### 2. The Agreement

2.1. According to this Agreement the Contractor provides paid group and/or individual English classes via the Internet, through webinars, workshops and business games using the following software tools: Webex Meeting Centre (application for web conferencing), Zoom (application for web conferencing) and Webilang Intranet (course management system).

2.2. Contractor determines teaching methods and format of group and individual English classes, webinars, workshops and business games.

# 3. Obligations of Contractor

The Contractor undertakes to:

- 3.1. Provide the Customer with services in accordance with the Course Curriculum and the number of classes paid by the Customer.
- 3.2. Provide the Customer with access to online Course educational materials, the cost of which is included in the cost of Services.
- 3.3. Provide the Customer with access to Course software tools after paying Course fee by the Customer.

# 4. Rights of Contractor

Contractor is entitled to:

- 4.1. Terminate Customer's access to Course software tools, unless Customer makes payment of Services under Article 8.4. of this Agreement.
- 4.2. Use services of all individual and legal entities for the purpose of timely and quality performance of the obligations under this Agreement.

### 5. Obligations of Customer

Customer undertakes to:

- 5.1. Timely and fully pay the cost of Contractor's providing services in accordance with the terms established in Article 8.4. of this Agreement.
- 5.2. Be responsible for attending classes (avoid missing classes without good reason, do homework).
- 5.3. Provide complete, truthful and accurate information when registering on the Website and maintain the relevance of this information.
- 5.4. Not to create a personal account for the third Party without its prior consent.
- 5.5. Take responsibility for the correctness of payments made.

# 6. Rights of Customer

Customer is entitled to:

- 6.1. Change the study group (if any) only upon informing Contractor beforehand.
- 6.2. Negotiate with Contractor training schedule and enrollment in a study group before making payment of Services.
- 6.3. Stop taking classes should the Contractor fail to perform the obligations under this Agreement.
- 6.4. Terminate this Agreement at any time by giving written notice of termination to the Contractor.

# 7. Liability of the Parties

- 7.1. Rights and obligations of the Parties shall not be passed to the third Party.
- 7.2. When signing this Agreement, any previous agreements, contracts, letters and other agreements, if any, whether written or verbal, relating to the subject of this Agreement, cease to be effective.
- 7.3. Any dispute arising under this Agreement shall be settled by negotiation between the Parties. Should disputes cannot be settled in this manner, they are subject to be settled in court in accordance with laws in force of the Russian Federation.

# 8. Cost of services and payment procedure

- 8.1. The Course fee is published on the Website.
- 8.2. Contractor shall reserve the right to change the Course fee and to impose new tariffs. Any changes in Cost of Services shall be published on the Website. Contractor shall not change Cost of Services for a particular Customer, in the event the Customer has already accepted Contractor's terms and made payment of Course fee in accordance with the applicable procedure under this Agreement.
- 8.3. Customers should register on the Website to make course payment and to gain access to the Course.
- 8.4. Customers shall pay for Services by making 100% of advance payment for the monthly fee of the Course and not later than the starting date of the following service period.
- 8.5. Payment of Services shall be carried out by one of the means listed on page Payments

- 8.6. Cost of Services shall be appointed with due regard for all necessary taxes and expenditures of the Contractor.
- 8.7. Course fees shall be presented without including commission fees determined by credit card companies, payment terminals and Internet providers.
- 8.8. To determine subscription status for the Course, Customer shall log into his personal account on the Website.
- 8.9. Should Customer refuse from studying due to Contractor's non-fulfillment of obligations under this Agreement, the payment made for the Course shall be subject to be partially returned with due regard for re-calculation of classes provided by Contractor.
- 8.10. Should Customer terminate this Agreement, refund shall be carried out minus the cost of class attendance, as well as the commission of 20% of the paid amount. Means of refunding shall be chosen upon consultation between the Parties.

## 9. Force majeure

9.1. This Agreement shall be terminated unilaterally in case of force majeure and inability to perform the terms of this Agreement (act of war, civil war, epidemic, accident, fire, earthquake, flood and other natural disasters), provided that One Party does not answer a written notice of another Party, referring to force major (pointing out specific circumstances and causal relationship between force major and inability to perform the terms of this Agreement) within five consecutive days from receiving the notice.

#### 10. Contractor's details

Limited liability company Webilang

TIN 9704050974

IEC 770401001

PSRN 1217700087780

Current account 40702810838000197784

BIC 044525225

# Bank PJSC Sberbank

Corresponding account 30101810400000000225