Agreement
for the provision of remote training services
(hereinafter — «Agreement»)

Potomac MD

Publication date: July 20, 2021

A.   The Parties:

Skymath Ltd. duly incorporated under the laws of the state of Delaware, address: 12430 Park Potomac Ave Unit 122 Potomac MD 20854 United States (hereinafter — **«Skyeng»**), as the licensor of interactive platform for remote training services Vimbox (hereinafter — «Vimbox»), and

a completely legally capable individual (including one who has reached the legal age of legal capacity) who purchases remote training services in his own interests (hereinafter — the **«User»**) or in the interests of a minor whose legal representative is the User.

A.1.   The Offer

1.   The Agreement is a proposal (offer) of Skyeng to the User to enter into an Agreement on the following terms and conditions. The offer is considered to be sent from the moment of its publication to the following address: https://skyeng.es/ (hereinafter — «website»).

B.   Acceptance

1.   Acceptance of the offer is considered to be the following actions performed by the User:

- registration on the website and/or
- receiving Skyeng funds to pay for remote training services (hereinafter — «services»).

2.   The offer is considered accepted, and the Agreement is concluded by the User on the terms of the offer and entered into effect from the moment of registration of the User on the website and/or on the date of receipt of Skyeng payment for services. Acceptance is complete, absolute, and unconditional.

3.   The User is informed and agrees that the fact, time and date of acceptance of the offer (conclusion of the Agreement) by the User are determined on the basis of Skyeng data.

B.1.   Effective date. Application

1.   This version of the Agreement shall come into effect from the date of its publication, indicated in the upper-left corner of the Agreement. If the User does not agree with the terms of this version of the Agreement, he/she is guided by the terms of clause 2.1. of section D of this version of the Agreement. All subsequent versions of the Agreement shall come into effect on the date of publication indicated in the upper-left corner of the corresponding version of the Agreement, unless otherwise provided for in such version of the Agreement.

2.   The terms of this version of the Agreement apply to class packages purchased before the date of publication of this version of the Agreement from the date of publication of this version of the Agreement, indicated in the upper-left corner of the Agreement.

3.   The terms of the Agreement apply to classes sold on the website, including all its subdomains, unless otherwise provided for by the Agreement.

C.   User's representations and warranties

1.   Any User who enters into the Agreement represents and warrants to Skyeng that the following circumstances are actually present and observed:

1.1.   The User is an individual who has full legal capacity and active legal capacity, including having reached the legal age of full active legal capacity, in accordance with the applicable legislation; or

1.2.   The User is an emancipated minor, or a minor who has obtained the consent of a legal representative (parent, legal guardian, or trustee) to enter into the Agreement in accordance with applicable law; or

1.3.   The User is an individual legal representative (parent, legal guardian or trustee) of the minor and enters into an Agreement on their behalf, having previously granted the minor permission to use the services, the legal representative accepts the terms of the Agreement on behalf of the minor and is responsible for the proper use of the services and compliance with the terms of the Agreement by the minor; and

IF YOU HAVE NOT GIVEN YOUR CHILD PERMISSION, PLEASE INFORM SKYENG IMMEDIATELY (SUBJECT TO CLAUSE 17.1 OF THE AGREEMENT) SO THAT SKYENG CAN TERMINATE ACCESS.

1.4.   the conclusion and execution of the Agreement by the User does not require the consent or approval of any third parties.

2.   Skyeng may at any time to require the User to provide information and documents confirming the above guarantees about the circumstances, and the User shall provide such information and documents within 10 (ten) calendar days from the date of sending the request.

D.   Amendments

1.   The Agreement regarding the cost of services can be changed by Skyeng publishing the new cost of services on the website and/or Vimbox and/or in the User's personal account, while the cost of prepaid services is not subject to change.

1.1.   Each time before making a payment for services, the User shall read the terms of payment for services. By paying for services, the User agrees to the terms of payment for services in effect on the date of payment. If the User does not agree with the new terms of payment for services, he/she is guided by the terms of clause 2.1. of section D of this version of the Agreement.

2.   The Agreement regarding other terms and conditions may be changed by Skyeng by publishing a new version of the Agreement on the website.

2.1.   The user agrees to review the terms of the new version of the Agreement after the date of its publication. By continuing to use the website and / or Vimbox after the date of publication of the new version of the Agreement, including making payments, the User agrees to the terms of the new version of the Agreement. If the User does not agree to the terms of the new version of the Agreement, the User shall not pay for the services after the date of publication of the new version of the Agreement, as well as stop using the website and/or Vimbox on the end date of the subscription period or on the date of full use of the paid services by the User, depending on which of the specified dates is earlier. In this case, the User may send to Skyeng an application for the return of funds in the manner prescribed by section 14 of the Agreement. The Agreement terminates on the end date of the subscription period or on the date of full use of the paid services by the User, or on the date when Skyeng receives an application for the return of funds depending on which of the specified dates occurs earlier.

3.   The User is informed and agrees that the fact fact, time and date (where applicable): (1) registration of the User on the website and/or Vimbox, (2) initial or subsequent authorization of the User on the website and/or Vimbox, (3) the User makes a payment, (4) the User uses the website and/or Vimbox; (5) the publication of a new version of the

Agreement, (6) the end of the subscription period for the corresponding class package, (7) the User passes each, including the last (date when the User fully uses the paid services) class package, (8) the termination of the Agreement are determined on the basis of Skyeng data.

1. Scope

1.1.   Skyeng provides the User with remote training services for a fee, and the User shall use the paid services during the subscription period.

1.2.   The services are provided during the subscription period using Vimbox and involving tutors, unless otherwise provided for hereby.

1.3.   Description of services in particular the subject of classes, classes for children, or for adult Users; the scope of services (available for purchase by the User packages of classes, the number of classes in the package); other characteristics (including classes with a Russian-speaking or English-speaking tutor, individual, group, parallel, other classes); certain types of classes (introductory classes, test screening classes, speaking club classes, premium classes, other classes); the cost and terms of service are specified on the website and/or Vimbox and/or in the User's personal account on the Vimbox platform (everywhere in the text – «User's personal account»), while the User's personal account data shall have priority.

1.4.   Unless otherwise specified on the website and/or Vimbox and/or in the User's personal account: (1) services are provided at the request of the User, subject to the availability of a free tutor through remote communication between the User and the tutor during the course of the class; (2) the duration of one remote session for persons under the age of 7 (seven) years is 25 (twenty-five) minutes, for persons aged 7 (seven) years and older–50 (fifty) minutes; (3) the subscription period (a) for each paid package up to 64 (sixty-four) classes inclusive, it is twelve calendar months from the date of payment (b) for each paid package of more than 64 (sixty-four) classes, it is twenty-four calendar months from the date of payment, while the User's personal account data shall have priority.

1.5.   Skyeng may provide other services, description, scope, and characteristics and conditions of provision of which can be specified herein, on the website and/or Vimbox and/or in the User's personal account, while the User's personal account data shall have priority.

1.6.   Skyeng may involve any individuals and legal entities to ensure timely and high-quality provision of services hereunder.

2.1. Payment

2.1.   Services shall be paid for. Unless otherwise specified on the website and/or Vimbox and/or in the User's personal account the cost of services (a specific package of classes) is specified on the website and can be available to the User after registration on the website, while the User's personal account data shall have priority.

2.2.   The User makes a payment in the order of 100% (one hundred) percent prepayment, in non-cash form, using one of the electronic payment services available on the website. When other payment terms, in particular the payment procedure, are provided for on the website and/or Vimbox and/or in the User's personal account, the User may pay for the services on the basis of such conditions, while User's personal account data shall have priority.

2.3.   Services can be paid for: (1) partially, with a discount received by the User as a result of participation in marketing events (promotions); (2) partially free bonus points; (3) fully paid bonus points, if the User has bonus points.

2.4.   The User's payment obligations are deemed completed from the moment the funds are credited to the Skyeng bank account in full. The date and time when funds are credited to the Skyeng Bank account as well as the date and time of partial or full payment for services with bonus points, are determined based on the Skyeng data.

2.5.   Each paid class package allows the User to use the classes included in it during the subscription period.

2.6.   If the User pays for the class less than 8 (eight) hours before the start, Skyeng may cancel the class and reserve the tutor's time for other users.

2.7.   The User is solely responsible for the correctness of payments made and the payment of applicable taxes.

2.8.   Payments for Skyeng services are processed by a company operating under an agreement with Skyeng (hereinafter — the «Processing center»). All rights and obligations arising in the settlement process arise directly between the Processing center and the payer.

2.9.   Skyeng does not process the personal data of payers provided in connection with the processing center for payment settlements. Skyeng does not store bank card details on its resources, including servers or cloud storage.

2.10.   The fact that the User pays for a specific package of classes is confirmed by the invoice issued by Skyeng.

3. Appointment and replacement of a tutor, class schedule

3.1.   Skyeng appoints a tutor at its sole discretion, taking into account the user's subject training objectives, the User's level of subject proficiency, the selected subscription option (English-speaking or Russian-speaking tutor), format (individual or other classes), number of classes prepaid by the User as well as the time periods in which the User can train. The User is informed that Skyeng determines the User's level of subject proficiency for the purposes of drawing up a class plan and selecting a tutor, this assessment is for reference purposes and may differ from the assessment that the User may receive from third parties.

3.2.   The User may replace the tutor by sending Skyeng a corresponding request through the User's personal account (support chat). In the request, the User shall state the reasons for such replacement. Skyeng reviews the request within 48 (forty-eight) hours of receipt and reserves the right to refuse or extend the time for reviewing the request.

3.3.   Skyeng may replace the tutor for valid reasons (illness, planned absence, other circumstances) and shall notify the User about this in the User's personal account or by sending a message to the phone number specified by the User during registration. If the User refuses to change the tutor, the User may suspend the use of classes in the package. However, the subscription period will not be extended for the duration of such suspension, and the User's obligation to use all classes in the package during the subscription period shall not be terminated.

3.4.   The class schedule is based on the selected subscription option and what time intervals are available for both the User and the tutor. Skyeng may, but is not obligated, to reserve time in the tutor's schedule for regular users of the services however, if the User does not pay for the class 8 (eight) hours before it starts, this reserve is canceled.

3.5.   The User is informed and agrees that the fact, time and date of appointment or replacement of the tutor, as well as the reasons of such replacement are determined based on Skyeng data.

4. Classes

4.1.   All classes are held on the interactive Vimbox platform or using the Skype program or other similar software product.

4.2.   If the tutor is unable to contact the User at the scheduled start time, the tutor shall send a notification via the Tutor's personal account on the Vimbox platform. A class is considered to have started on a schedule, regardless of when the connection is established. If, despite compliance with the provisions of this paragraph, the tutor is unable to contact the User, the class is considered successful and is subject to payment in full.

4.3.   If the User does not receive a call or message from the tutor in the User's personal account within five minutes after the scheduled start of the class, the User shall contact Skyeng through The User's personal account (support chat). A class that was not held due to the tutor's fault is moved to another time that is acceptable to the User.

4.4.   The class is considered to have been held properly if the User does not submit a complaint to Skyeng about the quality of the class or the tutor's punctuality within 1 (one) hour after the end of the session. The claim is submitted in writing through the User's personal account.

4.5.   The User may change the duration or frequency of classes (if such options are available) by sending Skyeng a corresponding notification in the User's personal account (support chat).

4.6.   At the end of the subscription period, if the User uses the paid services in full, Skyeng may provide an electronic certificate. The certificate is provided by placing it in the User's personal account or by sending it to the email address specified by the User when registering on website. Skyeng does not guarantee that the User will master the subject perfectly at any level: this depends on the time spent training the subject, the User's abilities and efforts (including listening to the training materials, as well as other circumstances). The specified certificate is issued for reference purposes and the User level assessment made by Skyeng may differ from that made by third parties.

4.7.   The User is informed and agrees that: (1) their homework assignments may be fully or partially checked and/or evaluated using automatic verification tools; (2) during classes, the User may be offered tasks related to different levels of subject proficiency in order to develop specific knowledge and skills on the recommendation of the tutor; (3) the fact, date and time of the beginning and ending of the class are determined on the basis of Skyeng data.

5.   Rescheduling, canceling, and missing classes

5.1.   The User may reschedule or cancel a class by notifying Skyeng at least 8 (eight) hours before the start of the rescheduled/canceled class. Failure to comply with the specified period by the User means that the User agrees to the proposed time of the class, and if the User miss the class, such missed class is subject to payment in full. The User may cancel no more than 2 (two) classes per month, and the number of rescheduling classes is unlimited. The User may only reschedule a class for free time that is marked available for rescheduling in the tutor's schedule. The terms of this clause shall apply unless otherwise specified on the website and/or Vimbox and/or in the User's personal account, while the User's personal account data shall have priority.

5.2.   To reschedule or cancel a class, the User sends Skyeng a corresponding notification in the User's personal account (support chat) within the period specified in clause 5.1. hereof or informs Skyeng about the rescheduling. Notifications about rescheduling or canceling classes are accepted 24 (twenty-four) hours a day, 7 (seven) days a week.

5.3.   Skyeng, including in the person of the tutor, may reschedule or cancel the class by notifying the User in the User's personal account at least 24 (twenty-four) hours before the start of the rescheduled or canceled class.

5.4.   The User is informed and agrees that the number, time and date of rescheduled, canceled or missed classes, as well as the reasons such rescheduling, cancellations, or miss-outs are determined based on Skyeng data.

6.   Suspension of classes

6.1.   The User may suspend the provision of services if the following conditions are met:

6.1.1.   if classes are suspended for less than 21 (twenty-one) calendar days, the class schedule is maintained;

6.1.2.   if classes are suspended for more than 21 (twenty-one) calendar days, the class schedule is not maintained;

6.1.3.   at the time of suspension (or immediately after the end of the last class before suspension) the user shall pay for at least 1 (one) subsequent (future) class;

6.1.4.   The User informs Skyeng about the suspension of classes by sending Skyeng a corresponding notification in the User's personal account (support chat) at least 24 (twenty-four) hours before the start of the next class. The notification must contain the date and time: 1) the last class before suspension; 2) the first class after suspension.

6.2.   Should the User need to suspend the provision of services again, the User may suspend the provision of services in accordance with clause 6.1.4. hereof. In this case, classes reserved for the User in the tutor's schedule are canceled. When classes are resumed, the User and Skyeng create a new class schedule. The User and Skyeng also create a new class schedule if the break in classes takes more than 21 (twenty-one) calendar days.

6.3.   Skyeng may suspend classes at its discretion in the event of public holidays at the User's place of residence or at the location of Skyeng. In this case, Skyeng informs the User in advance via the User's personal account or by email address specified by the User when registering on the website.

6.4.   The User is informed and agrees that the date of suspension and resumption of classes, the period of suspension of classes, the fact that the User complies with the conditions for suspension of classes are determined on the basis of Skyeng data.

7.   Certain types of classes

7.1.   The introductory class, if it is provided, is held remotely subject to the conditions specified on the website and/or Vimbox and/or in the User's personal account, while the User's personal account data shall have priority. The introductory class is not subject to payment. The cost of the introductory class is an integral part of the cost of the class package purchased by the User. If the User misses or cancels the introductory class, Skyeng may refuse to hold the introductory class without explaining the reasons.

7.2.   English language test screening classes (hereinafter — test screening classes) are held in accordance with the terms hereof, taking into account the specifics provided for in clauses 7.2.1.-7.2.3. hereof, while the terms of sections 3.-6. hereof shall not apply. If the website and/or Vimbox and/or the User's personal account contain conditions that differ from the terms hereof the, the conditions provided for on the website and/or Vimbox and/or the User's personal account shall have priority.

7.2.1.   The test screening classes can be acquired by the User by purchasing the corresponding package of classes on the website or passed at the expense of the package of classes has already been purchased by the User.

7.2.2.   Test screening classes can be held using Vimbox and involving tutors by providing the User with access to test tasks that the User passes independently, as well as with the participation of a tutor.

7.2.3.   The subscription period for each paid package of test screening classes is 15 (fifteen) calendar days from the date of payment.

7.3.   English speaking club classes (hereinafter — speaking club classes) are held in accordance with the terms hereof, taking into account the specifics provided for in clauses 7.3.1.-7.3.5. hereof, while the terms of sections 3.-6. hereof shall not apply. If the website and/or Vimbox and/or the User's personal account contain conditions that differ from the terms hereof, the conditions provided for on the website and/or Vimbox and/or the User's personal account shall have priority.

7.3.1.   Speaking club classes clubs can be purchased by the User by purchasing the corresponding package of classes on the website. The User who purchases the services for the first time (according to Skyeng) can be provided with speaking club classes at no additional cost. In this case, the cost of a package of speaking club classes is an integral part of the cost of services. Class packages are purchased by the User (provided to the User) by subscription. The specific

conditions for purchasing speaking club classes, including the number of classes in the package, the cost of speaking club classes, as well as other conditions are specified on the website and/or Vimbox and/or in the User's personal account, while the data of the User's personal account shall have priority. If the subscription period for a specific package speaking club classes is not specified on the website and/or Vimbox and/or in the User's personal account, the subscription period is considered equal to the subscription period in accordance with clause 1.4. hereof.

7.3.2.   The User who has received speaking club classes at no additional cost, the opportunity to attend speaking club classes is provided if the following conditions are met: (1) the presence of classes on the balance in the User's personal account, (2) the absence of suspension of classes within the current subscription period, (3) attendance of classes at least 1 (one) time within 3 (three) months. In case of non-compliance with at least one condition, Skyeng may refuse to hold speaking club classes. Subsequent speaking club classes can be held after the User has purchased the corresponding package of speaking club classes.

7.3.3.   The User may attend speaking club classes an unlimited number of times during the day. At the same time, the User shall cancel the registration for the class in the event that the User is unable to attend the class. In the event that 2 (two) or more classes are missed by the User during the week and not previously canceled, Skyeng may reduce the subscription period for speaking clubs by 1 (one) week.

7.3.4.   During the subscription period for the corresponding package of speaking club classes, the User may suspend access to speaking clubs once every 3 (three) months for a period of no more than 30 (thirty) calendar days, by notifying Skyeng in the User's personal account.

7.3.5.   If the User receives speaking club classes as a result of participation in marketing events (promotions), such classes become available for completion after the User purchases the services, subject to the conditions provided for in clause 7.3. hereof.

7.4.   Premium English classes (hereinafter — premium classes) are held in accordance with the terms hereof, taking into account the specifics provided for in clauses 7.4.1. -7.4.3. hereof. If the website and/or Vimbox and/or the User's personal account contain conditions that differ from the terms hereof, the conditions provided for on the website and/or Vimbox and/or the User's personal account shall have priority.

7.4.1.   If the User pays for a premium class less than 4 (four) hours before the start, Skyeng may cancel such a class and reserve the tutor's time for other users.

7.4.2.   Skyeng may, but is not obligated to, reserve time in the tutor's schedule for users who are constantly taking premium classes, however, if the User does not pay for the premium class 4 (four) hours before it starts, such a reserve is canceled.

7.4.3.   The User may reschedule or cancel a premium class by notifying Skyeng at least 4 (four) hours before the start of the rescheduled/canceled premium class.

7.5.   Talks English classes (hereinafter — talks classes) are held in accordance with the terms hereof, taking into account the specifics provided for in clauses 7.5.1.-7.5.3. hereof, while the terms of sections 3.-6. hereof shall not apply. If the website and/or Vimbox and/or the User's personal account contain conditions that differ from the terms hereof, the conditions provided for on the website and/or Vimbox and/or the User's personal account shall have priority.

7.5.1.   The duration of 1 (one) talks class is 15 (fifteen) minutes. Talks classes are held from 7: 00 to 00: 00 (Nicosia/UTC+3).

7.5.2.   Talks classes are not subject to cancellation and/or rescheduling. The User may, at his own discretion, take several talks classes in a row.

7.5.3.   The subscription period for each paid package of talks classes: (1) up to and including 6 (six) talks classes is one calendar month from the payment date; 20 (twenty) to 40 (forty) talks classes are three calendar months from the payment date; more than 40 (forty) talks classes are twelve calendar months from the payment date.

7.6.   Group children's English classes (hereinafter — group classes) are held in accordance with the terms hereof, taking into account the specifics provided for in paragraphs 7.6.1.-7.6.3. hereof, while paragraphs 4.3., 4.4., as well as sections 6., 5. hereof shall not apply.

7.6.1.   Skyeng may not cancel a group class or reserve the tutor's time for other users if the User pays for the group class less than 8 (eight) hours before the start.

7.6.2.   The User may not change the tutor of the group classes, the User may change the group in which the classes are held.

7.6.3.   Skyeng may change the tutor of group classes without notifying the User of the replacement.

7.6.4.   Skyeng may reschedule a group class (in case of the tutor's illness and/or for other reasons) by notifying the User in the personal account, at least 8 (eight) hours before the start of the rescheduled class.

7.6.5.   At the initiative of the User, Skyeng may suspend group classes while maintaining the schedule of group classes, provided that the following conditions are met:
−   the duration of the break in group classes should not exceed 14 (fourteen) calendar days;
−   The User has purchased a package of at least 24 (twenty-four) group classes

7.6.6.   At the initiative of the User, Skyeng may suspend group classes without saving the class schedule, provided that the following conditions are met:
−   the duration of the break in group classes is more than 14 (fourteen) calendar day;
−   The User has purchased a package of at least 12 (twelve) group classes.

7.6.7.   To suspend group classes, the User must send a corresponding notification in the personal account (support chat).

7.6.8.   The User may suspend group classes: (1) no more than 2 (two) once within 1 (one) calendar month when purchasing a package of 36 (thirty-six) group classes or more; (2) no more than 1 (one) time during 1 (one) calendar month when purchasing a package of 12 (twelve) to 36 (thirty-six) group classes, while the total number of days of suspension of group classes should not exceed 180 (one hundred and eighty) calendar days

7.6.9.   The suspension of group classes begins the day after the request is received.

7.6.10   Skyeng may suspend group classes at its sole discretion in the event of public holidays at the User's place of residence or at the Skyeng location. In this case, Skyeng informs the User in advance through the personal account or at the email address/phone number specified by the User when registering on the website/platform

7.7.   Other types of classes are held in accordance with the terms hereof, taking into account the specifics specified on the website and/or Vimbox and/or in the User's personal account, provided that: (1) the data of the User's personal account shall have priority; (2) The terms of Sections 3.-6. hereof shall not apply.

8.   Technical requirements

8.1. The User is responsible for meeting minimal technical requirements throughout the class and for setting up the workplace before the class. Skyeng is not responsible for failure to provide services or their inadequate quality if such are caused by the lack of necessary software or technical problems with Internet connection.

8.2. Minimal PC system requirements:
- Operating system: Windows 7/8/8.1/10, Mac OS X 10.12 and upper;
- Browser: Google Chrome/ Yandex Browser/ Opera/ Mozilla FIrefox/ Safari / Edge latest stable version, for macOS 10.12, 10.13 only Google Chrome;
- RAM: 4 GB or more;
- CPU: dual-core @ 2GHz or higher;
- Internet connection speed: 5 Mbit/sec or faster;
- Access to microphone

8.3. Recommended PC system requirements:
- Operating system: Windows 10, Mac OS 10.15 and upper;
- Browser: Google Chrome/ Yandex Browser/ Opera/ Edge latest stable version;
- RAM: 6 GB or more;
- CPU: quad-core @ 2.5 GHz or higher;
- Internet connection speed: 10 Mbit/sec or faster;
- Access to microphone and web-camera.

8.4. Minimal system requirements for mobile devices (smartphones/tablets):
- Operating system: Android 7, iOS 12.3 or upper;
- Browser: the latest version of Google Chrome; Safari is the only supported browser on iOS;
- RAM: 3 GB or more;
- CPU: 2 GHz (4-core) or more;
- Internet connection speed: 5 Mbit/sec or faster.

8.5. Recommended system requirements for mobile devices (smartphones/tablets):
- Operating system: Android, iOS latest stable version;
- Browser: the latest version of Google Chrome; Safari is the only supported browser on iOS;
- RAM: 4 GB or more;
- CPU: 2.2 GHz (4-core) or more;
- Internet connection speed: 10 Mbit/sec or faster.

8.6. Workplace setup:

8.6.1. close all programs that can occupy most of the Internet channel (such as file sharing);

8.6.2. to hold the class, the User shall provide access to the microphone and camera on his technical device.

9. Responsibility

9.1. The Parties are responsible for non-performance or improper performance of obligations hereunder in accordance with applicable law and the terms hereof.

9.2. The User is responsible for the accuracy, topicality, completeness and compliance with applicable law of the information and documents provided by the User hereunder, including the data provided during registration on the website and/or in Vimbox, as well as for the absence of third-party claims in respect of such information and/or documents. The User agrees that actions performed on the website and/or in Vimbox after the execution hereof are recognized as actions of the User. Skyeng is not responsible for any damage caused as a result of unauthorized access to the website and/or Vimbox using User's data.

9.3. Skyeng is not responsible for failure to provide and/or improper provision of services in case of violation of the terms hereof by the User. If the User violates the terms hereof, the services are subject to payment in full.

9.4. Skyeng is not responsible for discrepancy of services and functionality of the website and/or Vimbox expectations of the User for his subjective evaluation, this discrepancy of expectations and/or negative subjective evaluation are not grounds to consider services of poor quality, and/or not within the agreed scope, as well as is not the basis of the opinion of third parties (including government officials) is different from the views Skyeng (its employees and/or partners).

9.5. Skyeng is not responsible for the non-compliance of the functionality of the website and/or Vimbox with the User's expectations related to the effectiveness/efficiency of the use of the website and/or Vimbox, for the suitability of the website and/or Vimbox for the provision of services, does not guarantee the compliance of the website and/or Vimbox with certain special requirements of the User or the ability to configure (change) sections of the website and/or Vimbox, in accordance with the User's preferences. Skyeng also does not guarantee that the website and/or Vimbox are completely free from defects and errors and should function smoothly.

9.6. Skyeng is not responsible for interruptions in the operation of the website and/or Vimbox (including emergency, preventive), for insufficient quality or speed of data provision, for complete or partial loss of any data placed on the website and/or in Vimbox, or for causing any other losses that have occurred or may occur to the User when using the website and/or Vimbox. Skyeng makes all reasonable efforts to prevent failures and malfunctions in the operation of the website and/or Vimbox, but does not guarantee its unimpeded operation, is not responsible for it, and shall not notify the User of failures in the operation of the website and/or Vimbox.

9.7. Skyeng is not responsible for possible errors, failures, interruptions in the operation of the website and/or in Vimbox, including if such errors, failures or interruptions are caused by scheduled maintenance or: (1) power outages, global interruptions in the operation of national or international segments of the Internet, routing system failures; (2) failures in the distributed domain name system; (3) failures caused by attempts and/or unauthorized administration by third parties of the website and/or in Vimbox or DoS attacks; (4) malicious software; for other reasons beyond the control of the Skyeng.

9.8. Skyeng is not responsible for the inability to use the service due to unsatisfactory quality of communication channels, communication lines, malfunction of the User's equipment, non-payment by the User for third-party services (communication, Internet) necessary for the User to receive services hereunder.

9.9. Skyeng's liability for canceling classes is limited to the refund of the amount paid for them or rescheduling the class to another time. For classes that are not actually paid for by the User, received by the Latter, in particular as a result of participation in marketing events (promotions), no refund is made, and such classes are not rescheduled.

9.10 Skyeng is not responsible for the violation of intellectual property rights, as well as any other responsibility for the dissemination of information/materials/content that occurred as a result of the placement (publication) on the website and/or Vimbox of any content, due to the fact that Skyeng: is not the initiator of such placement; does not determine the specific recipient of the content; does not change the content, except for changes made by Skyeng to ensure the technological process of content placement; at the time of posting the content on the website and/or Vimbox and during the period of its posting on the website and/or Vimbox (if no relevant complains or claims of third parties have been

received in relation to the posted information), it is not aware that the use of the relevant results of intellectual activity or means of individualization by the person who initiated the posting of the material containing the relevant result of intellectual activity or means of individualization is illegal and/or that, that the publication of this information violates other rights and/or legitimate interests of third parties

9.11.	Skyeng is not responsible for the content of Internet pages posted on other information resources, links to which may be placed by the User on the website and/or Vimbox.

9.12.	The amount of Skyeng's liability for non-performance/improper performance hereof cannot exceed the cost of the last class package paid by the User.

9.13.	The Parties are released from liability for partial or complete non-performance of obligations hereunder, if this non-performance is the result of force majeure that is, extraordinary and unavoidable circumstances under these conditions that arose after the execution hereof, which the Parties could neither foresee nor prevent by reasonable actions. Such circumstances include: floods, earthquakes, other natural or man-made disasters, wars, military actions, acts of terrorism, decisions and actions of state authorities, and other circumstances beyond the reasonable control of either Party. The fact of occurrence of force majeure circumstances and their duration must be confirmed by documents issued by the relevant competent state bodies or organizations.

## 10.	Intellectual property

10.1.	Skyeng owns the rights to the website and/or Vimbox, including the rights to any results of intellectual activity included in it, including program code, design works posted on the site, texts, means of individualization (brand name, trademarks, service marks, commercial designations).

10.2.	Providing the User with access to the website and/or Vimbox is carried out solely for the purpose of proper provision of services hereunder and does not provide for the transfer of any rights to the website and/or Vimbox and/or their components. Access is terminated (restricted) under the terms hereof.

10.3.	The User shall not be entitled to use the results of intellectual activity published on the website and/or in Vimbox (including, but not limited to: text, design elements, graphic images, as well as the program code of the website and/or Vimbox, any content of the website and/or Vimbox) without the prior written consent of Skyeng (including, but not limited to, reproducing, copying, processing, distributing in any form).

10.4.	The website and/or Vimbox, all its elements, are provided in an "as is" and "as available" state. The User shall not be entitled to request any changes to the website and/or Vimbox. Skyeng does not guarantee the availability of the website and/or Vimbox at any time.

10.5.	The use of the website and/or Vimbox is carried out by the User solely under his/her own responsibility and at his/her own risk. Skyeng does not guarantee the smooth functioning of the website and/or Vimbox and is not responsible for any harm caused to the User as a result of using the website and/or Vimbox.
Skyeng is not responsible for the risk of adverse consequences that will occur or may occur as a result of non-compliance of the equipment, other software or communication channels used by the User with the established requirements for the protection of personal data from unauthorized (illegal) encroachment by third parties.

10.6.	When any materials in text and/or graphic and/or audio-visual and/or any other form (hereinafter — the materials) are placed on the website and/or in Vimbox during the provision of services by the User, the User provides Skyeng with the right to use such materials without payment on the territory of the whole world for a period of 15 (fifteen) years from the date of placement in the following ways: distribution, reproduction as a whole or any fragments thereof, including by posting on the website and/or Vimbox and other Internet resources; processing materials; finishing materials to the public. Skyeng shall not be obliged to provide the User with reports on the use of the materials. The User is responsible for the content of the materials.

10.7.	The User allows: (1) use the materials without giving your name (right to anonymous use); (2) make changes, abbreviations and additions to the materials, provide illustrations, a preface, an afterword, comments or any explanations when using the materials; (3) publish materials, i.e. the right to perform an action or to consent to the implementation of the action, which first makes the materials available to the public by publication, public display, public performance, messages in the broadcast or cable or in any other way.

10.8.	By posting content on the website and/or Vimbox or by sending content to the website and/or Vimbox for the purpose of posting, the User represents and warrants and shall at all times ensure that all of the following requirements are met with respect to such content: (1) ownership of the exclusive right to the content and any elements of the content to the User, or the User has a license granting the right to use and allow other persons to use the content to the extent and in the ways provided for in this section hereof; (2) if the content includes any brand names and other names, trademarks, names, images or legally protected symbols of other persons, the User has obtained all necessary consents to use such objects to the extent and in the ways provided for in this section hereof; (3) the content does not detract from the honor, dignity and/or business reputation of any third parties; (4) the content and its use by Skyeng to the extent and in the ways specified in this section does not violate any other rights and legitimate interests of third parties; (5) the content does not contain information, links, or materials that violate the exclusive rights of third parties or the distribution of which otherwise violates applicable law.

10.9. In the event of any claims and/or claims against Skyeng by third parties in connection with a possible violation of the provided rights, the User shall independently settle such claims in full, releasing Skyeng from liability, including from any payments in favor of such persons and reimburse Skyeng for damages.

## 11.	User's Data

11.1.	The User shall provide Skyeng with all data requested by the website and/or Vimbox and/or Skyeng that is necessary for the provision of services.

11.2.	By submitting data to Skyeng, including when registering on the website and/or Vimbox, the User agrees to the processing of the provided data in accordance with the Privacy policy placed at the link: https://legal.skyeng.es/doc/view/Privacy_Policy_SKM_Spain_eng which is an integral part hereof.

11.3.	The User agrees that Skyeng may record audio and video during classes in order to control the quality and improve the quality of the service.

11.4.	Skyeng shall not disclose confidential information provided by the User in connection with the performance hereof (with the exception of publicly available information or information provided by the User when registering on the website and / or Vimbox) to third parties without the User's prior consent

11.5.	Skyeng may use e-mail, phone number, Skype login, as well as other data provided by the User, in particular when registering on the website and/or Vimbox, to send the User information and advertising materials, including to inform the User about the activities of Skyeng and the progress of the execution hereof.

## 12.	Confidentiality

12.1.	The User shall not disclose confidential information and other data provided by Skyeng during the execution hereof (with the exception of publicly available information) to third parties without the prior written consent of Skyeng.

13. Termination

13.1. The Agreement may be terminated on the initiative of the User unilaterally by submitting to Skyeng a corresponding written reasoned notice to the address specified in section A. hereof. The Agreement shall be deemed terminated on the date of receipt by Skyeng of the relevant notification.

13.2. Refunds are made in accordance with the procedure provided for in section 14 hereof.

13.3. If the User decides to resume classes after the termination hereof, the cost of classes is determined in accordance with the prices in effect at the time of renewal. Skyeng may keep the prices valid for the User until the date of termination hereof.

13.4. The User is informed and agrees that the date and time of receipt by Skyeng of the notice of termination hreof are determined on the basis of Skyeng's data.

14. Refund

14.1. The refund is made upon the User's request made in accordance with the Skyeng form. The application form can be accessed on the website and / or Vimbox and/or in the User's personal account. If the application form is not available on the website and/or Vimbox and / or in the User's personal account, the User requests a refund application form from Skyeng by sending a corresponding message in the User's personal account. The User sends the application (scanned copy) for a refund filled out on the Skyeng form to the following email address: refund@skyeng.ru. The application (scanned copy) for a refund shall be accompanied by copies of the following documents: (1) identity documents, as well as (2) the documents specified in the application form.

14.2. Skyeng considers the application within 10 (ten) business days from the date of its receipt and, if there are no comments, makes a refund in the amount calculated in accordance with the terms hereof. Skyeng may request additional documents and/or information necessary for making a refund, in this case, the refund is made within 10 (ten) calendar days after Skyeng receives such documents and/or information.

14.3. An application for a refund is equivalent to the User's unilateral refusal to provide services within the package of classes for which the User requests a refund. In this case, the Agreement is considered terminated in full or in the corresponding part on the date when Skyeng receives the corresponding request for a refund.

14.4. The amount of money to be refunded to the User is calculated for each class package in proportion to the cost of services not provided by Skyeng taking into account the specifics provided for in clause 14.5. hereof.

14.5. The funds will be refunded in full in the following cases:

14.5.1. The User took a course of preparation for the USE (hereinafter — the «USE Course») with the simultaneous observance of the following conditions:
- The User scored less than 70 (seventy) points on the USE on the main, additional or reserve days.
- The User started the Course of the USE Course no later than November of the year preceding the year of passing the USE.
- The initial level of knowledge of the User was determined by Skyeng not lower than the passing score.
- The User attended at least 100 (one hundred) classes with a frequency of at least 2 (two) classes per week, while at least 75% (seventy-five) percent of the classes were held according to the schedule.
- The User has completed at least 90% (ninety) percent of their homework successfully.
- The User successfully passed the trial exam on the platform at least 1 (one) time per month.

14.5.2. The User took a course of preparation for the BSE (hereinafter referred to as the «BSE Course») with the simultaneous observance of the following conditions:
- The User did not score the minimum score on the BSE on the main, additional or reserve days.
- The User started training under the BSE Program no later than March 1 (first) of the year of passing the BSE.
- The User attended at least 25 (twenty-five) classes, with a frequency of at least 2 (two) classes per week, while at least 75% (seventy-five) percent of the classes were held according to the schedule.
- The User has completed at least 90% (ninety) percent of their homework successfully.

14.5.3. Skyeng has received the User's application for a refund, in accordance with the procedure provided for in Section 14 hereof, provided that the User has actually completed no more than 2 (two) classes according to Skyeng.

14.5.4. The refund of funds on the grounds provided for in clauses 14.5.1., 14.5.2., hereof is subject to the terms of Section 14 hereof, while (1) The User, in addition to the documents specified in clause 14.1. hereof, provides copies of documents and/or data confirming the results of the USE/BSE; (2) the refund is made no earlier than August of the year of passing the USE/BSE.

14.6. Skyeng may withhold payment processing costs from the amount of funds to be refunded to the User.

14.7. Classes that are not actually paid for by the User, received by the Latter, in particular as a result of participation in marketing events (promotions), including bonus (additional) classes as well as free bonus points do not participate in the calculation of the amount of money to be refunded to the User.

14.8. The User is informed and agrees that the date and time when Skyeng receives the application for the return of funds is determined on the basis of Skyeng data.

15. Governing law. Dispute resolution.

15.1. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware.

15.2. All disputes or disagreements arising between the Parties under or in connection herewith shall be resolved through negotiations.

15.3. The injured Party may submit a claim to the Party. If within 15 (fifteen) business days from the date of receipt of the claim by the Party, the injured Party does not receive a response to the claim or the Parties do not come to an agreement, the injured Party may submit the dispute to the court.

15.4. The claim and response to the claim can be sent by email.

15.5. Without limiting the rights of users regarding the place of dispute resolution, the Parties agree that if a claim is brought against Skyeng in the territory of the Republic of Cyprus, such claim shall be submitted to the court of the city of Nicosia.

16. Miscellaneous

16.1. If any provision hereof is deemed invalid, void or unenforceable, all other provisions hereof remain valid and are subject to full enforcement.

16.2. Skyeng may assign this Agreement to third parties, and the User agrees to such assignment.

16.3. Skyeng may refuse to provide services, suspend and/or terminate the User's access to the website and/or Vimbox in the following cases:
- termination hereof;
- end of subscription period;
- full use of paid services by the User

- withdrawal of the User's consent to the processing of the provided data;
- if Skyeng has reasonable grounds to believe that the User behaved inappropriately during the class (for example, was rude to the tutor);
- user violations of the terms hereof;
- if provided for herein.

16.4.   Bonus points, the receipt of which by the User is not associated with the purchase of classes by the User, in particular as a result of participation in marketing events (promotions) (everywhere in the text hereof — free bonus points), can be used by the User as a partial payment for classes. The part of the cost of services that can be paid for with free bonus points is determined on the website and/or Vimbox and/or in the User's personal account, while the data of the User's personal account shall have priority. Bonus points, the receipt of which by the User is associated with the purchase of classes by the User, in particular with the conversion of classes and/or the transfer of classes (everywhere in the text hereof — paid bonus points), can be used by the User to pay for classes in full. Classes that are not actually paid for by the User, received by the Latter, in particular as a result of participation in marketing events (promotions), are held after completing all classes actually paid for by the User. The conditions for receiving/purchasing bonus points by the User can be specified on the website and/or Vimbox and/or in the User's personal account, while the data of the User's personal account shall have priority.

16.5.   Classes that are not passed by the User during the subscription period, within the framework of the package of classes paid for by the User, are considered not passed due to circumstances related to the User, are not rescheduled, are not compensated, are subject to payment in full, funds in respect of such classes are not returned, services in respect of such classes are considered to be provided properly (in full and on time), accepted by the User without objections and are payable on the end date of the subscription period. If the User has not used the gift certificate within the period specified in the certificate, the terms and conditions of this paragraph apply to classes based on this certificate.

16.6.   The name and list of quantitative indicators for the provision of services, in particular the scope, period of provision, and cost of services are determined and calculated by Skyeng independently on the basis of Skyeng's own data and can be available to the User in full or in part in the User's Personal account. The parties accept Skyeng's own data as the only reliable data source that determines the quantitative indicators, scope, period, cost, and other characteristics of the services provided. If the User has not submitted objections in respect of services rendered in accordance with clause 4.5. hereof services are considered to be provided properly (in full and on time), accepted by the User without objections and subject to payment.

16.7.   The fact, time and date of receiving and sending Skyeng materials, documents and information, claims (responses to claims), notifications, requests for other messages from the User or to the User hereunder, as well as the fact (presence/absence), time and date of any other factual circumstances related to the provision of services hereunder are determined on the basis of Skyeng data, unless other data clearly indicate otherwise.

16.8.   If the User uses the services at a special rate other than the standard one, in particular (corporate), bonus or additional (actually unpaid by the User) classes, in particular classes due to the User as a result of participation in marketing events (promotions), are not provided to the Latter, even if the User fulfills the conditions of such events, except for accruals under the «Bring a friend» program in the case of an invitation from an individual who paid for classes at the standard cost unless otherwise stipulated in the rules of such events.

16.9.   In the case where the User loses the reasons for applying special tariffs, in particular corporate, including stops cooperation with the Skyeng, for which such a tariff is provided, Skyeng may: (1) recalculate the number of classes not completed under the special tariff, taking into account their standard cost on the date of recalculation, (2) refund funds in proportion to the cost of classes not completed under the special tariff. The fact of loss of the User's grounds for applying special tariffs is determined by Skyeng independently on the basis of its own data.

16.10.   Conditions 3, 4, 5, 6, 7, 8 of sections hereof are applied unless otherwise specified on the website and/or Vimbox and/or in the User's personal account, and the data of the User's personal account shall have priority

17.   Contacts

17.1.   Contact details: https://skyeng.es/contacts