

**End user agreement for distance English language training services
(the "Agreement")**

Hong Kong, August 31, 2020

The Parties:

SKY LANGUAGE TECHNOLOGY (HONG KONG) LIMITED (hereinafter referred to as "Skyeng"), a private company limited by shares incorporated under the laws of Hong Kong, company registration number 2846830, address: 10/F GUANGDONG INVESTMENT TOWER 148 CONNAUGHT RD CENTRAL, HONG KONG, as the licensor of the distance English language training platform Vimbox, and

A person purchasing distance English language training services (the "User").

If you reside in the Russian Federation – please, discover the end user agreement for citizens of Russia: <https://skyeng.ru/oferta>

1. Acceptance and amendment of this Agreement

1.1. By registering at <https://skyeng.es> (the "Website") and paying for the services of distance English language training, the User accepts this Agreement fully and unconditionally and without reservations.

1.2. Any User who accepts this Agreement represents to Skyeng that:

1.2.1. he/she is at least the age of majority (age of full legal capacity) under the legislation of their country and possesses full legal capacity to contract, or

1.2.2. if he/she is under the age of majority, that he/she is either an emancipated minor, or has obtained the legal consent of a parent or legal guardian in the form prescribed by applicable law for entering into this Agreement, and are fully able and competent to enter into this Agreement, and to comply with this Agreement, or

1.2.3. he/she is a parent or legal guardian of a minor and enters into this Agreement for and on behalf of such minor; by granting a minor with permission to use the services, parents or guardians agree to the terms of this Agreement on behalf of a minor and are responsible for exercising supervision over minor's usage of the services. If your child does not have your permission, please contact us immediately so that we can disable access, and

1.2.4. no consent or approval is required for the User to contract and fulfil this Agreement.

Skyeng may at any time and at its sole discretion require the User to provide information and documents confirming that he or she is eligible to contract as described above, and the User shall provide such information and documents within fourteen (14) days after the request; the User's postage costs will be reimbursed by Skyeng. Should the User fail to provide the above evidence within the permitted time and without reasonable grounds, this will lead for Skyeng to that assume that User is not eligible to contract and it may therefore terminate the Agreement.

1.3. This Agreement may be amended as follows:

1.3.1. Skyeng may change the terms of pricing and payment by posting the new terms at <https://student.skyeng.ru/payment>, Although the price of the pre-paid classes remains the same, before pre-paying additional classes, the User should review new tariffs and accepts the amended pricing terms by making the pre-payment. If the User does not agree with the amended terms, the Agreement between Skyeng and the User terminates when the pre-paid classes are provided according to the Agreement.

1.3.2. Skyeng may change other terms of this Agreement by notifying the User by email. The amended version of this Agreement becomes effective on the fourteenth day following the day when the notice is sent to the User, unless a later effective date is set in the amended version of this Agreement. The User will be requested to accept the amended version of the Agreement upon signing in the Website. If the User does not accept the amended version, the Agreement between the User and Skyeng terminates on the date the amended version of the Agreement would have become effective if accepted.

2. Subject of the Agreement

2.1. The subject of this Agreement is provision of fee-based services of distance English language lessons.

2.2. Skyeng may engage any individuals and legal entities to ensure timely provision of quality services hereunder.

2.3. The services are rendered on the basis of subscription model and are provided to the User upon request, subject to a tutor's availability.

3. Appointment and change of a tutor, schedule

3.1. Skyeng appoints a tutor at its discretion, considering the User's purpose of learning English, his/her fluency in English, the subscription chosen (English-speaking or Russian-speaking tutor), as well as the User's time slots available for the classes. The User is informed that his/her fluency in English is defined for the purposes of training plan development and appointment of a tutor, this estimation is for a reference reasons only and it may vary from estimation done by any third party. During tutoring process, the User can be proposed to use exercises applicable for different levels of fluency for the purposes of some specific skills and knowledge training when the tutor proposes it.

3.2. The User may request Skyeng to change the tutor and shall state the reasons for such request. Skyeng shall consider the request within forty-eight (48) hours upon receipt and reserves the right to refuse such request or prolong a duration of review.

3.3. The schedule is made on the basis of the subscription chosen, and the User's and the tutor's time slots available for a class. Skyeng may, but not under obligation to, reserve the time in the tutor's schedule for the permanent students, although if the User fails to pay for the class eight (8) hours before it starts, the reservation is cancelled.

3.4. Skyeng may change the tutor on reasonable grounds (illness, vacation, other circumstances) and shall notify the User of a change via notification in the User's personal account at Vimbox platform (hereinafter – the "User's Personal Account"). If the User refuses to change the tutor, the User may suspend the services in accordance with this Agreement.

4. Classes

4.1. All classes are conducted on the specially designed interactive platform Vimbox or by Skype.

4.2. User accepts and agrees that Skyeng may record audio and video during the classes for quality control and service improvement.

4.3. If at the commencement of a class, as scheduled, the tutor can't reach the User, the tutor shall send a notification via User's Personal Account to reach out the User. The class is considered started as scheduled, regardless of when the call is established. If the tutor can't reach the User despite following the provisions of this clause, the class is considered as held successfully and shall be paid for at 100% of its price.

4.4. If for five minutes following the scheduled beginning of a lesson the User does not receive a call or a message at the User's Personal Account from a tutor, he/she shall contact Skyeng according to the clause 0 of this Agreement. A lesson not held at the tutor's fault shall be rescheduled for another time reasonably acceptable for the User.

4.5. A lesson is considered as properly conducted, if within one (1) hour following to it the User does not communicate his/her complaint regarding the quality and timely conduction of a class to Skyeng.

4.6. Following completion of a course, Skyeng will provide the User (via e-mail) with a certificate proving that the User reached a certain level of proficiency in English as measured by the Skyeng. Skyeng does not warrant that the User will perfectly master any level of proficiency in English: this depends on the time dedicated to learning, the abilities of the User and the efforts made (including memorizing words and expressions, listening to teaching materials, etc.). The certificate is given for an informational and reference purposes only, and estimation of the User's fluency done by Skyeng may vary from estimation done by any third parties.

5. Rescheduling a class and missing a class

- 5.1. The User may reschedule or cancel a class eight (8) hours before it starts. If the User fails to do so, it shall be deemed that the User agrees with the scheduled time for a class, and if the User misses a class, the User will not be refunded for such a class. The User may cancel not more than two (2) classes per month. An amount of rescheduling cases is not limited. The User can reschedule a class on it's own via User's Personal Account: a class may be rescheduled to a free slot only, such a free slot must be indicated as available in a tutor's schedule. The terms of this clause shall apply unless otherwise provided for on the Website and / or in the User's Personal Account.
- 5.2. An introductory class does not require a separate payment. Although if the User misses or cancels it, Skyeng is in power to refuse to provide an introductory class with no reason given.
- 5.3. Skyeng, including acting through a tutor, may reschedule classes with twenty-four (24) hours prior notice to the User at the User's Personal Account.

6. Technical requirements

- 6.1. 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.
- 6.2. 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 latest stable version;
 - RAM: 4 GB or more;
 - CPU: Intel i3, i5, i7 at least 4-th generation OR AMD Ryzen 3, 5, 7 any generation;
 - Internet connection speed: 5 Mbit/sec or faster;
 - Access to microphone and web-camera
- 6.3. Recommended PC system requirements:
- Operating system: Windows 10, Mac OS X 10.13 and upper;
 - Browser: Google Chrome/ Yandex Browser/ Opera/ Mozilla Firefox/ Safari latest stable version;
 - RAM: 6 GB or more;
 - CPU: Intel i3, i5, i7 at least 4-th generation OR AMD Ryzen 3, 5, 7 any generation;
 - Internet connection speed: 10 Mbit/sec or faster;
 - Access to microphone and web-camera.
- 6.4. 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: 2 GB or more;
 - CPU: 1.5 GHz (4-core) or more;
 - Internet connection speed: 5 Mbit/sec or faster.
- 6.5. Recommended system requirements for mobile devices (smartphones/tablets):
- Operating system: Android 9, iOS 13 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: 10 Mbit/sec or faster.
- 6.6. Workplace setup:
- 6.6.1. Close all programs that can occupy most of the Internet channel (such as file sharing);
- 6.6.2. To conduct the lesson, the User must provide access to the microphone and camera on his technical device.

7. Suspension of classes

- 7.1. The User may suspend the services while reserving the classes schedule subject to the following:
- 7.1.1. Suspension shall not be more than for fourteen (14) days with a schedule reserved;
- 7.1.2. At the date of suspension (or immediately following the end of the last class before suspension) there is at least one (1) pre-paid class available to the User;
- 7.1.3. The User communicates to Skyeng the date and time of:
- The last class before suspension,
 - The first class after suspension.
- 7.2. If the User needs to suspend the services once again, the User may suspend the classes by notifying Skyeng 24 hours prior to the start of a nearest class; in this case the reservations of time for the User's classes in tutor's schedule will be cancelled. Upon renewal of classes the User and Skyeng shall define a new schedule. The User and Skyeng also define a new schedule in case when suspension of classes is longer than fourteen (14) days.
- 7.3. Skyeng may suspend the classes at its own discretion in case of public holidays at the User's place of residence or at location of Skyeng, provided Skyeng notifies the User in advance by email or at the User's Personal Account.
- 7.4. The terms of the clauses 7.1., 7.1.1., 7.1.2., 7.1.3., 7.2. hereof shall apply unless otherwise provided for on the Website and / or in the User's Personal Account.

8. Price

- 8.1. The services are fee-based and are paid for 100% in advance on a subscription basis. The prices and means of payment are posted at <https://student.skyeng.ru/payment>, the contents of which webpage is incorporated herein by reference. Each of the subscription packages entitles the User to English classes within the limit indicated in the description of a package during twelve (12) months after pre-payment.
- 8.2. The User shall pay for the services 100% in advance. The User shall pay for a class before it starts. If the User pays for a class less than eight (8) hours before it starts, Skyeng may cancel the User's schedule and reserve the tutor's time for other students.
- 8.3. The payment is deemed as made when the money is credited to an account of Skyeng or third parties collecting payments on behalf of Skyeng.
- 8.4. The User is solely responsible for the correctness of a payment made and payment of taxes applicable.
- 8.5. The User is solely responsible for paying for the services of third parties (such as communication services, Internet, etc.) required to receive Skyeng services.
- 8.6. The payments for Skyeng services are processed by a company operating under the agreement with Skyeng. All rights and obligations arising in the course of settlements arise directly between the processing center and the payer.
- 8.7. Skyeng does not process the personal data of the payers provided in connection with settlements of payments by the Processing Center. Skyeng does not maintain bank card details on its resources, including servers, cloud storages, etc.

9. User's data

- 9.1. The User shall provide to Skyeng all data requested by the Website or Skyeng, which are necessary for the subscription and provision of the services.
- 9.2. Skyeng shall process the User's data in accordance with the Agreement on the processing of personal data, available at <https://legal.skyeng.es/doc/view/privacy-policyenglishltspaineng17092020>, which is incorporated herein by reference.

9.3. Skyeng undertakes not to disclose confidential information provided by the User in connection with performance of this Agreement (except for information available to public or information provided by the User upon registration on the Website) to any third party without the User's prior consent.

9.4. Skyeng may use email, phone number, Skype login and other data the User provided upon registration on the Website for sending information and promotional materials to the User, including to inform the User about Skyeng activities and the progress of the Agreement.

10. Confidentiality

10.1. The User shall not disclose any confidential information or other data provided by Skyeng in the course of performance of this Agreement (except for information available to public) to any third party without a prior written consent from Skyeng.

11. Use of Vimbox platform

11.1. The User is granted with a license to use the functions of Website and Vimbox platform (e.g. completing interactive exercises, using dictionary and other modules) for learning English (the "license"); such license is limited to personal use. The User cannot copy, distribute the content of Vimbox platform or grant access to it to any third party.

11.2. The license is granted for term of provision of services and one year following the last class. Skyeng reserves the right to restrict the User's access to the Website and Vimbox platform upon the expiration of the license period.

11.3. The license is non-assignable, non-transferrable and does not entitle the User to sublicense the Website or Vimbox platform.

12. Communications

12.1. Notice of cancellation or rescheduling of a class:

12.1.1. Where the class schedule is changed by Skyeng, the User shall be notified by email, as indicated upon registration or through User's Personal Account with Vimbox platform;

12.1.2. To change the class schedule, the User shall notify Skyeng via User's Personal Account (a message to the users support chat), send a request for rescheduling or cancellation in the User's Personal Account on its own or call the number indicated on the Website in the Contacts section at <https://skyeng.es/contacts>. Calls about cancellation or rescheduling of a class are accepted 24/7.

12.2. To change the length of a class (within limits available to the User) or appoint more frequent classes, to change the tutor, or suspend the classes, the User shall contact Skyeng via User's Personal Account (a message to the user support chat) or call the number indicated on the Website in the Contacts section at <https://skyeng.es/contacts>.

13. Liability

13.1. Liability of Skyeng for cancelling a class is limited to refund of the price paid for such class or to rescheduling of a class to another time.

13.2. Liability of Skyeng for provision of the services in other cases is limited to the price of a current subscription package selected and paid for by the User.

13.3. The Parties shall not liable for breach of their obligations under this Agreement, if such breach resulted from a circumstance or event which could not be reasonably foreseen (force majeure), including floods, other natural disasters, military actions, decisions and actions of public authorities or other events. A certificate issued by an authorized body shall be a proper confirmation of the existence of force majeure circumstances and their duration for the Parties.

13.4. Skyeng may refuse the service, if it has reasonable grounds to believe that the User:

13.4.1. Behaved inappropriately at the class (e.g., was rude);

13.4.2. Is in breach of the license terms.

13.5. If the User is provided with additional classes as a bonus or motivation, the User cannot claim a monetary compensation if such additional class is not held by any reason, or if the User refuses from such a class. Such additional bonus classes are held after the User exhausted his/her pre-paid classes.

13.6. In the case:

13.6.1. the User has not used a gift certificate for Skyeng classes within the period specified in such certificate, or

13.6.2. during the twelve (12) month period following the payment, the User has less than the maximum number of classes provided for by a subscription package chosen by the User, Skyeng services are considered rendered properly, and the User is not entitled to any refund.

13.7. In case when the User uses services under a special (corporate) price which differs from the standard one, this User is not entitled to receive bonus or additional free classes under general promotion activities of Skyeng even though the User complies with rules of such promotion activities, except to Member Gets Member program when the person pays the standard price.

14. Termination of this Agreement. Withdrawal

14.1. The User may terminate this Agreement unilaterally by notifying Skyeng in writing of his/her intention to terminate this Agreement and reasons thereof. Skyeng will consider if the User is entitled to a refund in proportion of the services not rendered by Skyeng, but subject to Skyeng withholding the payment processing expenses it incurred.

14.2. Skyeng may terminate this Agreement by reason as stated in last paragraph of clause 1.2. hereof.

14.3. The Agreement may be terminated by reasons as stated in clauses 1.3.1 and 1.3.2. hereof.

14.4. Refund, if any, shall be made within ten (10) calendar days following the termination date. Skyeng shall consider a claim, if any, regarding the quality of the services within 10 calendar days. For refund, the User shall fill in an application for refund according to the template provided by Skyeng, sign it and send an electronic copy of it together with an electronic copy of the first page of the User's ID. No application is required for a refund to the User's bank account which was used to pay for the services (except for Sberbank Online and Moneta payment systems).

Upon refund the User does not retain all bonus classes granted after any payment or promotion activity and not used. The User cannot receive a refund for a bonus class not used.

14.5. If after termination of this Agreement the User decides to renew the classes, the price of the classes will be defined according the prices then in effect. Skyeng reserves a right to fix the prices as they were before renewal, if Skyeng retained a payment for a class not held due to termination of the Agreement.

15. Applicable law and resolution of disputes

15.1. This Agreement shall be governed by and construed in accordance with Hong Kong legislation.

15.2. All disputes or controversies arising out of or in connection with this Agreement shall be resolved by negotiations as follows:

15.2.1. An aggrieved Party shall communicate a written claim to the other Party by email;

15.2.2. If within fifteen (15) calendar days the aggrieved Party does not receive a response or the Parties do not reach an agreement, the aggrieved Party may refer the dispute to court.

15.3. Without limitation of the consumer rights as regards to the place of dispute resolution, if the claim is brought against Skyeng in Cyprus, it shall be brought to the courts of Limassol.

16. Miscellaneous

16.1. In the event any provision of this Agreement is held to be invalid, void or unenforceable, other provisions of this Agreement shall remain in full force in effect.

16.2. Skyeng may assign this Agreement to a third party, and the User hereby consents to such assignment.

16.3. The User is informed and agrees that their homework assignments can be fully or partially checked and / or evaluated using automatic verification tools.

Contact us: <https://skyeng.es/contacts>