

TERMS OF SERVICE
(Classes with coaches)

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This document is the terms of service, that are available at the link: https://legal.skyeng.eu/doc/view/Terms_SMZ_Offer_Tutor_English_own_users_AGT_eng (hereafter – the «Terms»).

1. APPLICATION

1.1. The Terms are an integral part of the Personal service agreement available at the link: https://legal.skyeng.ru/doc/view/offer_tutor_unfd_agt_eng_rus (hereafter – the «Agreement») and provide for the conditions for the provision of services by the tutor, including the grounds (conditions) for the payment of remuneration to the tutor, as well as other circumstances of cooperation between the Parties.

1.2. The Terms are binding to the Parties: the tutor engaged under the Agreement (hereafter – the «Coach»), as well as AGATON LIMITED (hereafter – the «Company»).

1.3. The relations of the Parties under these Terms shall not apply to: subcl. 3, 4, 1.1 of the Agreement, subcl. 1.4., 4.1., 4.2., 11.4.1.-11.4.5., 11.4.12, 11.4.13, 11.5.1.-11.5.10, 11.6.-11.8., 11.8.1., 11.8.2., 13.3 of the Agreement.

2. SCOPE

2.1. Subject to the Terms the coach renders the services provided for in clause 1.1. of the Agreement, in particular, holds individual remote classes in English.

2.2. The coach independently engages users in classes on the platform.

3. MATERIAL TERMS

3.1. Tutor warrants to the Company that:

3.1.1. at the time of acceptance of Agreement terms is a tax resident of the Russian Federation, was (or check is carried out within 1 (one) day from the date of the Agreement) to the IFTS as a «self-employed» – the purchaser of a self-employment tax (SET) and will be timely and in the proper amount to pay the amount of SETs in accordance with applicable law;

3.1.2. within 1 (one) calendar day, inform the Company about the loss of the status of the payer of the SET, and also reimburse the Company for damages caused by late notification of the loss of such status, within 5 (Five) calendar days from the date of receipt of the relevant claim of the Company.

3.2. The Tutor is informed that in accordance with the applicable legislation, the Company will not act as a tax agent for the payment of personal income tax under the Agreement, and will not pay insurance premiums for the Tutor.

4. TEACHING METHODICS AND MATERIALS

4.1. The Company shall provide the coach with:

4.1.1. training on the use of platform tools, training methods and user interaction, Company practices, etc. The knowledge base is provided in Russian and English.

4.2. The coach may use the materials and information provided to him by the Company only in the course of fulfilling the Agreement. The coach may not grant or transfer to third parties the rights to use such materials. The coach may not distribute, publish, provide access to such materials, process them and perform other actions not directly aimed at fulfilling the duties of the coach to the Company.

4.3. The platform offers courses for various levels of English and the purposes of its study; each class may include exercises, audio tracks, explanations of grammar, vocabulary, as well as other materials and information. The course is usually accompanied by methodological recommendations for the coach.

5. SCHEDULE

5.1. The coach agrees on the time of the classes in agreement with the user.

5.2. The coach agrees on the suspension of classes in agreement with the user

6. CLASSES

6.1. All classes are held on the platform.

6.2. The coach agrees that the Company will record the class and use this record without paying additional remuneration to the coach for 20 (twenty) years after the date of recording. The Company can use the recording of the class to evaluate the quality of the class and depersonalized analytics.

7. REMUNERATION

7.1. The remuneration of the coach for the provision of services under the Agreement is calculated in proportion to the number of classes successfully held by the coach according to the formula:

$$R = (C \times 32\%) \times N + (C \times 54\%) \times N, \text{ where}$$

R - The remuneration of a coach;

C - The cost of 1 (one) successfully held class;

(C x 32%) - Coach's remuneration for holding classes;

(C x 54%) - Coach's remuneration for attracting a user;

N - the number of successfully completed classes in the reporting period

7.2. The cost of 1 (one) class is indicated on the platform in rubles of the Russian Federation (RUB). The coach chooses the cost of 1 (one) class using the functionality of the platform. The coach may change the cost of 1 (one) class using the functionality of the platform. The cost of classes paid by the user is not subject to change.

7.3. The remuneration of the coach is paid by the Company in accordance with the conditions stipulated in the Agreement.

7.4. The remuneration provided by the referral program for attracting a user is not subject to payment to the coach.

8. RETURNS

8.1. The name and list of quantitative indicators of the provision of services, in particular the scope, period of provision, and cost of services, are determined and calculated by the Company independently on the basis of the Company's own data and may be available to the Tutor in full or in part in the Tutor's personal account on the platform (hereinafter – the «personal account»), including in the form of an electronic document issued by the Company based on the results of the reporting period, confirming the actual scope of the services provided by the Tutor (hereinafter – the «Act»).

8.2. The Act is considered: (1) accepted by the Tutor without objections if the Tutor has not received any reasoned objections to the acceptance of the Act within 5 (five) working days from the end of the relevant reporting period and / or posting the Act in the personal account and/or sending the Act to the Tutor's email address specified in clause 2.1. of the Agreement; (2) signed by the Tutor with a simple electronic signature on the 6th (sixth) business day from the end of the corresponding reporting period when the Tutor enters the personal account and/or places the Act in it, or when the Tutor sends the Act from the Tutor's email address specified in clause 2.1. of the Agreement. When signing an Act using the personal account, the electronic signature key is the password to the personal account, the electronic signature verification key is the login to the personal account. When signing an Act using e-mail, the electronic signature key is the password of the e-mail specified in clause 2.1. of the Agreement, the electronic signature verification key is the e-mail address specified in clause 2.1. of the Agreement.

8.3. The Act accepted by the Tutor without objections can be signed by the Company with a simple electronic signature formed using the Docusign service. In this case, the Act signed by the Company has legal force, as if it was signed by the Tutor with his own hand.

8.4. The Act can be signed with a simple electronic signature of each of the Parties, formed using the Docusign service. In this case, the electronic signature key will be the password to the Docusign service, the electronic signature verification key – the email address for accessing the Docusign service.

8.5. The Parties acknowledge that the Act sent/received by the Party, signed with an electronic signature, is equivalent to a paper document, signed with a handwritten signature and certified with a seal, corresponds to the written form of the document, generates the rights and obligations of the Parties in the performance of mutual obligations of the Parties, is original, has legal force and can be used, in particular, as evidence in court, as well as in the consideration of disputes in pre-trial proceedings.

8.6. The parties are obliged to respect the confidentiality of the electronic signature keys, including not to allow the use of the electronic signature keys belonging to them without their consent. The Party is obliged to immediately inform the receiving Party of the fact of violation of the confidentiality of the electronic signature keys that has become known to it in any available way. All documents sent after the violation of the confidentiality of the electronic signature keys are considered invalid, subject to re-signing and sending in accordance with the procedure established by this section after the consequences of the violation of confidentiality are eliminated.

8.7. The Parties acknowledge that the electronic documents received, signed with a simple electronic signature in accordance with the terms of this section, are a necessary and sufficient condition to establish that the electronic document originates from the Party that sent it. A Party provides an electronic signature verification key at the request of the other Party.

8.8. No later than 1 (one) calendar day following the day of receipt of remuneration by the Tutor, the Tutor shall provide the Company with a receipt drawn up in accordance with the requirements of the applicable legislation. The receipt is provided each time the remuneration is received from the Company. In the event that the Tutor's failure to perform/improper performance of this duty has caused expenses and/or damages to the Company, the Tutor shall reimburse such expenses and/or damages within 10 (ten) business days from the date of receipt of the relevant request.

8.9. The Parties accept the Company's own data as the only reliable source of data that determines the quantitative indicators, volume, period, cost, as well as other characteristics of the services provided.

9. MISCELLANEOUS

9.1. Any quantitative indicators other than those expressly provided for by the Terms are determined and calculated by the Company based on the Company's data and methodology.

9.2. The Terms are confidential and are not subject to disclosure by the tutor, except as required by applicable legislation. If the tutor discloses the Terms, the tutor shall refund the company's damages in full.