

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 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. TEACHING METHODICS AND MATERIALS

3.1. The Company shall provide the coach with:

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

3.2. 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.

3.3. 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.

4. SCHEDULE

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

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

5. CLASSES

5.1. All classes are held on the platform.

5.2. 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.

6. REMUNERATION

6.1. 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

6.2. 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.

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

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

7. MISCELLANEOUS

7.1. 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.

7.2. 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.