

PUBLIC OFFER AGREEMENT

for on-line Russian Language Training at
Language School PRIVET!

Revision: February 01, 2016

Language School PRIVET!, hereinafter referred to as the Provider, represented by its Director, Irina Vinokurova, acting pursuant to the Articles and License for Educational Activities, registered No. IO-1550, issued by Ministry of Education of Kaliningrad oblast on October 22, 2015, valid for unlimited period of time, with its seat at 60A Krasnoselskaya St., Kaliningrad, Russia, tel.: +7 4012 333169,

hereby publishes this Public Offer Agreement for providing Russian language distance training services to any individual or corporate entity hereinafter referred to as the Customer.

This Agreement is an official offer (the Public Offer) made pursuant to Clause 435 and Part 2 of Clause 437 of the Civil Code of the Russian Federation and contains all essential terms of the Paid Services Agreement. The Offer shall be deemed accepted where and when the Customer makes payment under the invoice for the training services on terms and conditions as set out in this Agreement by the transfer of funds to the Provider's account as shown in the invoice.

1. Subject of the Agreement

The Subject of this Agreement is the Customer's paid Internet-based learning through the use of specialized software.

2. Obligations of the Provider

Provide Russian language teaching services to the Customer under the ordered training program for any number of academic hours (one academic hour is 45 minutes) paid by the Customer in accordance with the price-list published at <http://www.myrussian.ru>.

Arrange classes by the qualified teacher.

Provide the Customer with necessary electronic learning aids and materials (included into the training cost). Upon Customer's request training materials may be sent to the Customer in hard copies by post at extra charge.

Make training schedule upon the agreement with the Customer.

Compensate for the classes missed through the fault of the Provider.

Notify the Customer about the dates of the classes by Skype, email or telephone.

3. Obligations of the Customer

Make payments to the Provider for the provided services in due time and manner and in full amounts in compliance with the procedure, time limits and in amount specified in Item 4 of this Agreement.

Be present at all classes according to the schedule as agreed and made with the teacher.

Do homework timely and diligently.

Compensate for the classes missed through the fault of the Customer.

Notify the Provider of any change of the date of any class no later than 24 hours prior to the class.

In case of failure to comply with this requirement the Customer shall pay for the missed class.

Disclose no confidential information or data received from the Provider for the purpose of this Agreement, to any third party, unless such information or data has been made available to general public or upon prior written consent of the Provider.

4. Payment Terms

Payments for the Provider's services shall be made by the Customer as 100% prepayment for the required number of hours no later than 3 (three) banking days before the commencement of the subsequent service provision period.

The payment shall be made by way and in manner as specified at the Provider's website and pre-agreed with the Provider's manager. The Customer may only pay for the classes after contacting the manager and against the received invoice. No payment made otherwise than against the invoice shall guarantee the provision of services to the Customer or shall be subject to any refund.

Should any classes be missed by the Customer, no compensation (recalculation of costs) shall be due to the Customer.

Any money for the untaken classes may be repaid upon the Customer's written request by bank transfer to the Customer's account. In the event of termination of the Agreement the repayment shall be subject to the termination fee, which is 10% of the remaining prepaid amount.

The Provider may change the cost of services from time to time depending on the market conditions which will be updated on the Provider's website. After any Customer has accepted terms and conditions and paid for the training services as set out in this Agreement, the Provider may not change the cost of services for such Customer.

5. Duration of the Agreement

This Agreement shall become effective from the date of the first payment by the Customer and shall remain in force during different time periods depending on the number of the paid classes.

6. Additional Conditions

The Provider may substitute the teacher in the course of training where and if necessary, but no more than twice a month.

The Customer may change the date of any class to any convenient day upon prior agreement of such day and time with the teacher made no later than 24 hours before the scheduled class.

The Customer may refuse from the training in case of failure by the Provider to fulfil its obligations under this Agreement. The refund amount under the Agreement shall be calculated based on the number of the taken classes and shall be subject to the fee specified in Item 4.4 above.

In case the Customer does not take all the paid classes within 365 calendar days and fails to give written notification of his/her will to use the funds or have the refund, the remaining prepaid amount shall be kept by the Provider.

7. Force-Majeure

No Party shall be held liable for failure to perform under this Agreement in its duration or any part hereof, if such failure was caused by such acts of God as fire, flood, earthquake, war or hostilities, or any bans or other acts of public authorities, or any other contingencies beyond the control of the Parties and in the event that such contingencies had immediate effect on the performance under this Agreement. In this case the duration of any obligations under this Agreement shall be extended for the duration of the above contingencies, at any time consistent with the current training schedule and other engineering capabilities of the Provider.

Whenever such contingencies occur, the affected party, which is unable to perform its obligations under this Agreement, shall immediately notify the other party of the occurrence and cessation of Force-Majeure. Acceptable evidence of Force-Majeure shall be among others the relevant certificates or acts issued by competent authorities.

8. Other Terms

Neither Party may transfer its rights or obligations under this Agreement to any third party unless upon the prior written consent of the other parties.

The so provided educational services shall not be subject to value added tax under the Tax Code (Cl. 149 Item 2, sub-item 14).

9. Final Provisions

The Parties shall endeavor to settle any disputes or disagreements related to this Agreement in negotiations. Where no agreement can be reached by negotiations such disputes shall be referred to and settled in the Kaliningrad Arbitration Court.

Any notices, letters or correspondence between the Parties shall be in written form and shall be deemed duly serviced if sent by email with delivery receipt confirmation, by registered mail or by personal service to the specified addresses of the Parties. The Parties shall promptly notify each other of any changes in their address or other details.

10. Details of the Provider

Language School PRIVET
Address: 60A Krasnoselskaya St., Kaliningrad, Russia
Tel./fax: +7 4012 333169
Tax Payer ID: 3905050451
Reg. Code: 390501001
Bank details: Language school PRIVET
Account number 40703978522353000009
URALSIB BANK OAO
ST. PETERSBURG BRANCH
SWIFT code AVTBRUMMXXX

Director



Языкова / Vinokurova/

