

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

Potomac MD

Date of publishing: 04 February, 2022

A. 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 — “the Contractor”), 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») under terms of the Offer.

A.1. Warning

If you are under 18 (eighteen), please, ask your representatives in law (parent, caregiver or legal guardian) to refer to the conditions of the contract. IF YOU ARE UNDER 18 (EIGHTEEN), PLEASE, ASK YOUR REPRESENTATIVES IN LAW (PARENT, CAREGIVER OR LEGAL GUARDIAN) TO REFER TO THE CONDITIONS OF THE CONTRACT.

A.2. Terms and definitions

Terms and definitions used in the Contract whether it is written with the capital or lower case letter, regardless the font, case, inclination, conjugation or other grammatical form the words used in the Contract have the following definitions (meanings), unless the context apparently indicates otherwise.

Platform is a Vimbox software and hardware package which includes a set of self-developed computer programs, information (texts, images, design features and graphics), materials (tests, graphics, photo, audio, video, audio-visual and other), as well as the other results of the intellectual activity), which provide the information accessibility on the Internet within the domain extension <https://osmi.com/pro/>, the access to the information is on the site which provides the Customer with the remote access to the services.

Web-site <https://osmi.com/pro/> is the site on the Internet including all its pages and subdomains.

Course is the set of connected modules, classes (inside the modules) which are made of digital training materials (tests, graphics, photo, video, audiovisual and other) which are joined according to the topic, arranged in specific order which allows the Customer to get the knowledge and skills independently according to the corresponding topic.

Module is a course element which consists of the set of training services united by the same topic.

Lesson is a module element, the form of training services which is time limited.

Webinar is a remote theoretical group training service, which means that the Customer listens to the lecture within the definite course/module on the platform.

Workshop is a remote practical group training service which means that the Customer does the practical work under the tutor’s control within the definite course/ module on the platform.

Video lecture is the theoretical class, a recorded training material explanation which is available for the Customer for self-training within the definite course/module on the platform.

The offer is the Contractor to Customer suggestion to sign the Contract under the terms listed below.

B. Acceptance

Acceptance of an offer is the following:

1. Registration on the web-site/ platform
2. Payment for the training services according to the bill

The offer is accepted and the Contract is signed under the terms of the offer and valid under the terms of part 6 of the present Contract, since the Customer registration date on the web-site/ platform, under the terms of other conditions the Offer is accepted and the Contract is signed and valid on the date when the Contractor gets payment for the services according to the bill and required information and/or documents whichever comes later. Acceptance is complete, absolute and unconditional. Registration dates on the website/platform, payment receivment and acceptance, required information/ documents supply are based on Contractor data.

B.1. Warning

In case when an individual performs the actions, which are contained in clause B. of the offer, the individual accepts the offer, accepts the following conditions and becomes a customer. In view of the foregoing, read the text of the offer carefully. If you are not agreed with any clauses do not make actions for the acceptance.

1. Subject

1.1. the Contractor agrees that it will provide the commercial training services according with the program specified on the Website in external (remote) mode with the use of remote training including the use of the interactive platform, digital training, (hereinafter referred to as the "Services"), the Customer agrees complete the training of the corresponding program within the time limited training period, accept and pay for the service under the terms of the present Contract.

1.2. The program specified on the Website within which the Contractor provides services is available on the corresponding page (subdomain) of the web-site; it is also an integral part of the Contract. The program specified on the Website comes into effect when the Customer completes the course.

1.3. Names of the courses and modules, structure and contents of the courses (number of modules within one course), structure and contents of the modules (number, types, duration of the classes within one module) and other conditions of rendering of services are available on the web-site/ platform.

1.4. The Customer agrees to remunerate the course in accordance with the payment schedule before the date the course starts which is given on the web-site/platform and agrees to complete the course during the period which is given on the web-site/ platform (training period) or over the course period but not later than during the training limit according to clause 2.6. of the present Contract.

within 12 (twelve) months from the date of the Contractor get the remuneration for the services (training limit).

1.5. The Customer gets the access to the modules, webinars, workshops, video-lectures sequentially, according to the course. The Contractor chooses the way it is given: (1) on the date determined by the Contractor; (2) depending on the Customer progress (the access to each next module , course, webinar, video-lecture is given after the Customer completes the previous module, course, webinar, video-lecture). The Contractor has the right to save timeless access to the course for the Customer.

1.6. The Contractor renders services according to the Contract with the help of tutors. The Contractor is responsible for the activity/ inactivity of the tutors.

2. Rights and Obligations of the Parties

2.1. The Customer is obliged to:

2.1.1. Provide the Contractor with the following information: 1) Surname, first name, patronymic (if it is given), place of residence; telephone number of the Customer. The information shall be given by the Customer not later than 3 (three) working-days from the remuneration date. During 3 (three) working-days from the date the Contractor demanded other information and/or documents (copies). The information or documents copies are uploaded on the Customer's personal profile (hereinafter referred as to the "personal profile").

2.1.2. Inform when the information, documents given for the Contract have been changed not later than 3 (three) working-days from the date those changes have been done by sending the corresponding notification in the personal profile.

2.1.3. Complete the acceptance in the manner as provided in clause B. of the Offer.

2.1.4. Provide technical conditions needed to render the services. Specifically, the Customer provides:

2.1.4.1. equipment to access the web-site/ platform. Relevant specifications for the equipment:

1. Minimal system requirements for PC:

- Operating system: Windows 7/8/8.1/10, Mac OS X 10.12 or newer.
- Browser: Google Chrome/ Yandex Browser/ Opera/ Mozilla Firefox/ Safari the latest stable release.
- Core memory: from 4 Gb and more
- Processor: intel i3, i5, i7 not lower than the 4th generation or AMD Ryzen 3, 5, 7 any generation.

- Internet connection: from 5 Mb/s

- Microphone and web-camera

2. Recommended system requirements for PC:

- Operating system: Windows 10, MacOS 10.13 or newer

- Browser: Google Chrome/ Yandex Browser/ Opera/ Mozilla Firefox/ Safari the latest stable release.

- Core memory: from 6 Gb and more
 - Processor: intel i3, i5, i7 not lower than the 5th generation or AMD Ryzen 3, 5, 7 any generation.
 - Internet connection: from 10 Mb/s
 - Microphone and web-camera
3. Minimal system requirements for mobile devices (smartphone/ tablet):
- OS version: Android 7, iOS 12.3 or newer
 - Browsers: recent version of Chrome, only Safari for iOS.
 - Core memory: 2 Gb or more.
 - Processor: 1.5 GHz (4-core processor) or more powerful.
 - Internet connection: from 5 Mb/s.
4. Recommended system requirements for mobile devices (smart-phone/ tablet):
- OS version: Android 9, iOS 13 or newer.
 - Browsers: recent version of Chrome, only Safari for iOS
 - Core memory: 3 Gb or more.
 - Processor: 2 GHz (4-core processor) or more powerful.
 - Internet connection: from 10 Mb/s.

2.1.4.2. Workplace arrangement: 1) all programs which can take the greater part of the channel should be closed (e.g.file sharing sites).

2.1.4.3. access to the microphone and camera on the Customer's device.

2.1.4.4. Security of the devices which the Customer uses for the web-site/platform access.

2.1.4.6. Customer's basic knowledge and skills concerning the use of the Internet and web-site/ platform.

2.1.5. To use digital training materials, specifically video-lectures solely for the purposes of self-training under the conditions of the present Contract. Do not copy, give or use any of the training materials beyond the conditions of the Contract.

2.1.6. Training video-lectures, do practical exercises (workshops), do homework, do final tests (graduation works) independently within the corresponding program according to the course order or period. Give the results of the completed homework, workshops, graduation works to the Contractor in the personal profile in purpose to check.

2.1.7. Complete the training according to the corresponding program during the training period or during the training limit. In case when the Customer doesn't complete the corresponding program within the training limit of the remunerated course, the services are not rendered under the Customer's circumstances according to clause 4.3., paragraph 3 and clause 8.2.2. of the present Contract.

2.1.8. Submit to the moral and ethical behavior toward any of individuals: do not use obscene words, do not insult, do not discriminate, do not do any of the illegal or lubricious actions as applied to any person.

2.1.9. Remunerate services under the clause 3 of the present Contract.

2.1.10 Accept the services in the manner of paragraph 3 of the Contract.

2.1.11 Perform other duties in the manner of the current legislation of United States of America or the present Contract.

2.2. The Contractor agrees:

2.2.1. Render the services according to the corresponding program under the terms of the Contract the Customer follows the paragraphs B., clauses 2.1.1., 2.1.72.1.9. of the present Contract.

2.2.2. Give Customer an access to digital training materials on the web-site/ platform when it is remunerated by the Customer including video-lectures and corporative Slack messenger under the conditions the Customer follows clause 3 and 2.1.4. of the present Contract. The access is available during 24 (hours) from the date of remuneration.

2.2.3. Supply the Customer with the webinars, homework, workshops and graduation works in his/her personal profile.

2.2.4. Provide a check of the completed homework, workshops, graduation works by the competent tutor. Homework, workshops should be checked during 48 (forty-eight) hours from the date the Contractor got the works. Graduation works should be checked during 5 (five) working-days from the day the Contractor got it. The results of the works can be fully or partially checked and/or evaluated with the help of autotest tools.

2.2.5. Provide the Customer with the information concerning the criteria of the tuition progress and its evaluation. Criteria information is on the web-site/ platform or given on request which is sent in personal profile.

2.2.6. In case of successful finish of the whole corresponding training course including the successful completion of the graduate work the Customer gets a digital certificate. The certificate is given in the personal profile or sent via email which the Customer gave during the registration on the web-site/ platform. The certificate confirms that the Customer has completed the remunerated training course.

The Contractor does not guarantee that the Customer will fully master his/her skills on the particular level: it depends on time the Customer spent training, Customer's skills and efforts he/she made and the other conditions. Given certificate serves reference purposes. Customer's completed course knowledge may be evaluated differently than it is rated by the third parties.

2.2.7. Perform other duties under the current legislation of United States of America and the present Contract.

2.3. The Contractor has the right:

2.3.1. To require the Customer to provide information and documents confirming the compliance with the requirements from clause 2.1.1. and 2.1.4. of the Contract consequently.

2.3.2. Provide the Customer with comments and personal recommendations concerning the results of the evaluated homework, workshops and graduation works with the help of corporate messenger Slack.

2.3.3. Check homework, workshops or graduation works completed by the Customer during 48 (forty-eight) working-hours after it was uploaded on the web-site/ platform according to the webinar as a priority.

2.3.4. Perform a training process, choose tuition materials, set the evaluation grades, choose form, order and interval of accreditation independently. Form a structure and contents of the course, choose digital training materials, invite, and substitute tutors.

2.3.5. Change corresponding training and corresponding programs, structure and contents of the course, digital training materials uploaded on the web-site/ platforms. In case when the Customer continues using the changed corresponding programs, courses, digital training materials confirms Customer's agreement with the changes.

2.3.6. Use rewards and sanctions toward the Customer under the law of United States of America and the Contract.

2.3.7. Cancel the Services provision for the Customer, suspend the access to the web-site/ platform in cases: (1) breach of clauses 2.1.1. and 2.1.4. of the Contract; (2) if the Contractor has reasonable grounds to believe that the Customer behaved inappropriately during the class (e.g. had been rude to the tutor); (3) Customer withdraws the consent for personal data processing; (4) finish of the training limit; (5) termination of Contract; (6) the Customer breaches conditions of the Contract; (7) as provided by the Contract.

2.3.8. Exercise other rights under the law of United States of America or the Contract.

2.3.9. Cease informational support and supervision of the tuition process of the Customer/Student outside the activities carried out according to clause 2.3.2. of the present Contract, in case the latter is not allowed to perform the Course work on the grounds specified in the Contract, as well as the failure to submit the Course work within the deadline set by the Contractor as part of the course.

2.4. The Customer has the right to:

2.4.1. Request and receive the information (follow-up questions, comments) concerning the check and evaluation of Customer's homework, workshops, graduation works in the personal profile.

2.4.2. Get the access to the digital training materials of the Customer's remunerated course on the web-site/ platform if the Customer follows clause 2.1.4. of the Contract.

2.4.3. Receive the information concerning the progress and evaluation criteria. Progress and evaluation criteria is on the web-site/ platform or will be given on Customer's request sent in personal profile.

2.4.4. Inform the Contractor about the drawbacks during the service rendering process by sending the corresponding notification in the personal profile.

2.4.5. Refuse service rendering by sending the corresponding notification to the Contractor under condition of all expenses remuneration connected with the discharge of contract. The expenses connected with the discharge of contract are calculated according to the Contractor's data and methods. If the Customer refuses the services during the first two weeks during the course period, the course price is completely repayable. If the duration of the course is less than or equal to two

weeks, the refund of the course fee is made with the Contractor withholding the actual costs incurred, equal to 100% of the cost of the provided services.

2.5. When the Customer signs the Contract, he/she guarantees he/she has a full legal capacity and is at the age of full capacity according to the law of United States of America.

2.6 To request the Contractor in writing to suspend the provision of Services under the Contract no more than two times during the relevant Course for an aggregate period not exceeding the length of such Course.

3. Payments. Calculations. Report.

3.1. Except as otherwise provided in the personal profile, the services should be paid according to the price on the web-site/ platform.

3.2. The Customer pays in accordance with the payment schedule available to the Customer in the personal office on the web-site/platform 100% (one hundred) before the course starts, via bank transfer in USD. via one of the electronic payment providers which are available on the web-site/platform. Except as other terms of payment are introduced in the personal profile on the web-site/ platform. The Customer has a right to pay for the Services under these conditions at the same time personal profile's data have priority.

3.3. Customer's obligations are deemed to have been fulfilled in full from the moment the amount of funds are received on the Contractor's account. Date and time of receiving the amount of funds are determined in accordance with the Contractor's data.

3.4. The Customer is solely liable for the remuneration and tax payment.

3.5. The Contractor doesn't process Customer's personal data given while Services remuneration under the Contract. The Contractor doesn't keep credit card details on its resources including servers or cloud storage.

3.6. Payment fact is proven by the electronic receipt which is sent to the Customer via email and/or via message on the phone number given when registration on the web-site/ platform.

3.7. Name and list of metrics of the Services rendering, specifically, the amount, time, price determined and calculated by the Contractor independently in accordance with personal data and methods and can be available for the Customer in full or partially in his/her personal profile. The parties accept Customer's personal data as the only reliable data source which determines metrics, amount, time, price and other qualities of the Services rendered.

3.8. During 10 (ten) working days after the finish of the course completion, the Customer has the right to send a motivated refusal not to take the Services in full or partially. A motivated refusal should be sent in the personal profile. If the motivated refusal wasn't sent within the time specified in the present clause without affecting the mandatory provisions of legislation of United States of America, the Services are rendered in a proper manner (in full and in time), unargued and should be remunerated.

4. Liability

4.1. The parties are liable for non-execution or improper execution of their obligations according to the present Contract and legislation of United States of America.

4.2. The Customer is liable for the reliability, relevance, completeness and correspondence to the current legislation information, documents including data given when registration on the web-site/ platform and for the claims of third parties in relation to this information and/or documents. The Customer agrees that the actions performed on the web-site/ platform after the Contract concluded are recognized as Contractor's actions. The Contractor is not liable for damage caused as a result of unauthorized access to the web-site/ platform with the use of Customer's data.

4.3. The Contractor is not liable for non-execution or improper execution of Services in case of violation of terms of the Contract by the Customer, specifically the Contractor is not liable for the violation of Clause 2.2.4. of the Contract in case when the Customer has completed the course beyond the training limit. In case the Customer violates the terms of the Contract, the Services must be paid in full.

4.4. The Contractor is not liable for the non-correspondence of the Services and functional capabilities of the Customer (according to his/her subjective evaluation). This non-correspondence of the expectations and/or negative subjective evaluation are not a reason to conclude that the Services are executed improperly and/or in a non-stipulated amount, when the opinion of the third parties (including the staff of public authorities) differs from Contractor's opinion (his employees and partners) is not also a reason.

4.5. The Contractor is not liable for the break in the web-site/ platform work (including emergency cases or maintenance), for the insufficient quality of speed of data sharing, for the full or partial loss of data uploaded on the web-site/ platform or for the other damages can be inflicted when the Customer uses the web-site/ platform. The Contractor makes every effort to prevent all bugs and

fails but doesn't guarantee flawless operation. The Contractor is not liable for it and does not pledge to inform the Customer about bugs and fails on the web-site/ platform.

4.6. The Contractor is not liable for impossibility to use the Service because of poor signal, lines of communication, Customer's equipment failure, non-payment for the Services or third parties (connection, Internet) which are necessary for the Customer to get the Services under the Contract.

4.7. Contractor's liability is limited by the refund of payment. In relation to the non-paid courses but completed by the Customer specifically as a result of participation in sales promotion, the paid amount is not applicable to the refund.

4.8. Contractor's extent of liability concerning non-execution/ improper execution of the Contract doesn't exceed the value of the last paid course.

4.9. Parties shall not be held liable for the partial or full non-execution of the Contract if the non-execution is a result of force majeure circumstances i.e. emergency circumstances happened after the Contract conclusion and couldn't be prevented under the present conditions. The parties couldn't forecast or prevent the circumstance by reasonable acts. Those circumstances are: flood, earthquake, other natural and man-made disasters, acts of war, acts of terrorism, acts and decisions of governmental authority and other circumstances out of reasonable control of any Parties. Force majeure circumstances must be proved by the documents rolled by the responsible state authority or organization.

5. Intellectual property

5.1. Access is given to the Customer with the purpose of rendering the Services under the Contract and does not stipulate any cases of transfer of a right of the web-site/ platform or its components to the Customer. The access stops under the conditions of the Contract.

5.2. The Customer doesn't have a right to use the results of the intellectual property uploaded on the web-site/ platform (include but not be limited to: text, design features, images and program web-site/ platform code (courses, modules, classes, training materials) without prior written consent of the Contractor (include but not be limited to: play, copy, process, share in any manner).

5.3. Web-site/ platform are given in "as-is" or "as-available" condition. The Customer doesn't have a right to require any changes to the web-site/ platform. The Contractor doesn't guarantee web-site/ platform availability at any moment.

5.4. The Contractor is not liable for Customer's expectations related to productivity and effectiveness of the web-site/ platform use, web-site/ platform availability, compliance with the requirements of the Customer or possibility of changes (settings) related to Customer's preferences are not guaranteed. The Contractor does not guarantee the web-site/platform is fully free from bugs and fails and should function smoothly.

5.5. The Customer uses the web-site/ platform solely at his/her own responsibility and risk. The Contractor doesn't guarantee proper functioning of the web-site/platform and is not liable for harm caused as a result of the web-site/platform use. The Contractor is not liable for the risk of adverse consequences which ensue or will ensue as a result of use of inappropriate equipment other software or communication channels than it is stipulated by the personal data protection requirements from the unauthorized (illegal) acts of third parties.

5.6. If the Customer uploads any materials/ information in text, and/or graph, and/or audiovisual or another form (hereinafter referred to as "materials") to the web-site/ platform during the process of rendering the Services, the Customer gives the Contractor a right to use the materials worldwide during 15 (fifteen) years from the upload date with no payments in following manners: distribution, materials playing both in full or any of its part including their upload on the web-site/ platform or on the other Internet resources, processing of materials, communication to the public specifically for marketing and promotional purposes. The Contractor is not obliged to report the use of materials. The Customer is liable for the materials contents. 5.7. The Customer permits: (1) to use the materials without providing the name (the right for the anonymous use); (2) to change the materials (reduction and addition, supply the materials with images, introduction, conclusion, comments or other annotations); (3) publish the materials i.e. the Customer gives the right or agrees to communicate the materials to the public for the first time by publishing, demonstrating, performing, broadcasting or by any other possible means.

5.8. If the third parties raise claims/ sue against the Contractor for possible violation of third parties rights in Customer's uploaded materials, the Customer is obliged to settle the claims in full independently and free the Contractor from the liability including payments of any performance rights fees to the third parties and make up Contractor's losses.

6. Data

6.1. The Customer is obliged to give the Contractor all data requested by the web-site/ platform or by the Contractor which are necessary for Service rendering.

6.2. When entering the Contract the Customer gives the Contractor his/her personal data and agrees to process the data in order to perform Contract obligations properly. The Customer agrees his/her personal data which are given during the acceptance of the Offer being processed during the registration on the web-site/ platform. The Customer agrees his/her data given after the acceptance of the Offer under the Contract being processed when the Customer is given the access to the web-site/ platform for the first time.

6.3. The Contractor processes Customer's data in relation to the Personal Data processing Policy which is available through the link: https://osmi.com/pro/privacy_policy is the integral part of the Contract.

6.4. The Contractor has a right to use email address, telephone number, login of videoconferencing systems and other data which the Customer gives during the registration on the web-site/ platform to send the Customer information and publicity materials including the information which informs the Customer about Contractor's performance or execution of the Contract.

6.5. The Customer agrees that the Contractor has a right to record audio and video materials in order to control and improve the quality of Service.

6.6. Customer's agreement to process the personal data can be withdrawn on the grounds of Customer's written application drafted in arbitrary form and sent to the Contractor in relation with the Act on Processing of Personal Data.

6.7. The Contractor is obliged to hold the Customer's data confidential from the third parties in relation with the Contract performance without Customer's prior authorization (except for the public domain information or information given on the web-site/ platform during the registration).

6.8. The Customer is obliged to hold the confidential information or other data given during the Contract performance from the third parties (except for the public domain information) without Contractor's prior authorization

7. Modification of the Contract

7.1. The Customer is obliged to read the conditions including payment conditions of the Present Contract before the remuneration. If the Customer continues using the web-site/ platform after the date of the Contract publication, including the time of payment, the Customer agrees with the Conditions of the Contract which are in force after the publication date (on the date when the Customer uses the web-site/ platform or the date of payment). The date is given in the top left corner of the Contract.

7.2.. In case when the Customer doesn't agree with the conditions of the Contract which are in force on the date of publication, the Customer is obliged not to pay for the Services after the Contract date of publication and stop using the web-site/ platform. The Contract is determined on the date of the actual end of course or on the last day of the training limit whichever is later. In case when the Customer doesn't agree with the conditions of the Contract, he/she has a right to send the Contractor the application of the payment refund in manner prescribed in Clause 9 of the Contract.

7.3. Conditions of the new version of the Contract are applicable to the courses, purchased under the conditions of the Contract version which precedes the new version of the Contract publication date from the date of this (new) publication date which is given in the top left corner of the Contract. Price paid for the Services under the Contract conditions and precedes the date of the publication of a new version of the Contract, courses (Services), shall not be subject to any alterations. In case when the Customer doesn't agree with the conditions of the Contract, he/she has a right to send the Contractor the application of the payment refund in manner prescribed in Clause 9 of the Contract.

7.4. The Customer is informed and agrees that the actual date and time (where applicable): (1) making payment, (2) use of the web-site/ platform, (3) of publication of the Contract versions are determined on the grounds of Customer's data.

8. The period of Effect of the Contract. Termination.

8.1. The Contract shall enter into force as soon as it is signed, the date of signing the Contract is determined in the manner prescribed by Clause B of the Contract and efficient until the training limit. The Contract is terminated on the date when the Customer completes the course or on the last day of the training limit whichever is later. 8.2. The Contract may be terminated:

8.2.1. by voluntary contract of the parties. The contract may be achieved via email exchange between the parties.

8.2.2. initiated by the Contractor unilaterally and without judicial procedures by sending the Customer the corresponding notification in personal profile in cases of:

-late payment

-inappropriate Services execution as the result of Customer's actions including cases when the Customer doesn't finish a paid course.

-in other different cases under the law of United States of America.

8.2.3. before time in following cases:

- at the initiative of the Customer in case of the realization of the right to terminate the Contract unilaterally and without judicial procedures on the terms of Clause 2.4.5. of the Contract by sending the Contractor the corresponding notification to his email address which is given in Clause A of the Contract;

- In initiative of the Contractor in case when the Customer gives unreliable information and/or documents during the acceptance of the Offer or at the time of the Contract execution by sending the Contractor the corresponding notification in the personal profile.

8.2.4. In other cases under the law of United States of America.

8.3. On the terms of Clause 8.2. of the Contract, the Contract is declared terminated on the day when one of the Parties gets the corresponding notification.

8.4. The Customer is informed and agrees that the actual date and time (where applicable): (1) actual compliance of the course by the Customer, (2) training limit, (3) the Contract termination are determined on the grounds of Customer's data.

9. Payment refund.

9.1. Payment refund is made according to the Customer's application written in a manner of the Contractor. A form of application may be available on the web-site/ platform or in personal profile. In case when the form of the application is not available on the web-site/ platform or in personal profile, the Customer requires the payment refund application form from the Contractor by sending the corresponding message in personal profile. Application filled according to Contractor's form (scan) for the payment refund should be sent to email address: refund@skyeng.ru. The following documents should be attached to the payment refund application: (1) passport or other ID, (2) receipt (digital copy), (3) other documents required in application forms.

9.2. The Contractor considers the application during 10 (ten) working days from the receiving date if there are no comments from the Contractor, the payment is refunded. The Contractor has a right to require additional documents and/or information necessary to make the payment refund, in this case payment refund is made during 10 (ten) working days after receiving the additional documents and/or information.

9.3. Payment refund application is considered as an ex parte rejection of the Customer from the Service rendering in relation to the rejected part of the course. In this case the Contract is considered terminated in full or in its corresponding part on the day the Contractor received the payment refund application.

9.4. The refund amount is calculated in relation to each course proportionally with the price of the Services which were not rendered by the Contractor in accordance with statements of Clause 2.4.5. of the Contract.

9.5. The Contractor has a right to deduct the payment processing expenses from the refunded amount.

9.6. Courses are not actually prepaid by the Customer and received as a result of participation in promotional events including bonus (additional) classes are not considered while calculating the amount which must be refunded to the Customer.

10. Current legislation. Settlement of disputes.

10.1. The contract is regulated and interpreted according to the legislation of United States of America.

10.2. All disputes and discontracts that may arise between the Parties of the Contract or in relation to it shall be settled by negotiations.

10.3. An injured party has a right to send a complaint to another party. If the injured party doesn't receive a complaint response during 15 (fifteen) working days from the moment it was sent, or the parties fail to come to an contract, the injured party has a right to submit the complaint for consideration in the Court.

10.4. The complaint and complaint response shall be sent via email.

11. Other Provisions

11.1. In case when any of the provisions of the Contract are declared invalid, null or impossible to perform, all other provisions remain valid and shall be performed in full.

11.2. The Contractor has a right to transfer the Contract to the third parties, the Customers agrees with the transfer.

11.3. Conditions of the Contract apply to a Student if they refer to him/her except conditions concerning signing, termination, payment, refund and also conditions of acceptance which can be done only by the eligible persons in their own relation or in relation of other interested parties.

11.4. Courses are not actually prepaid by the Customer and received as a result of participation in promotional events are conducted after the compliance of all paid courses.

11.5. Paid but not completed during the training limit courses are considered not finished due to circumstances related to the Customer can't be extended, not refunded and shall be paid in full, payment in relation to such classes is not refunded, Services in relation to the courses executed properly (in full force, in due time) and accepted by the Customer unargued and must be paid on last day of training limit. In case when the Customer didn't use Gift Certificate in the period given on the Certificate, Gift Certificate classes are regulated by the rules of the present Clause.

11.6. Matter, time and date of receiving and sending the materials, documents and information, complaint (complaint response), notifications, other data requests from or to the Customer in accordance with the Contract, also the existence or nonexistence, time and date of other factual circumstances related to Services rendering under the Contract, determined on the ground of Contractor's data, if the data apparently indicates the opposite.

11.7. The Contractor has a right to: (1) use the comments in relation to the Services which were written by the Customer particularly on social media and other data which the Contractor has received via electronic means of communication for informational or promotional purposes; (2) collect the views and comments of the Customers which were expressed in relation of the Services in order to control quality, for purpose of statistics and use received data anonymously in order to improve the Services. The Customer agrees with the data use. Contract is given permanently and may be withdrawn under the conditions of Clause 6 of the Contract.

11.8. Terms in Clause 2.1.4. of the Contract are applied unless otherwise is given on the web-site/platform or in the personal profile, therein personal profile data prevail.