

TERMS OF SERVICE
(Premium classes)

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This document is the terms of service, that are available at the link: https://legal.osmi.com/doc/view/Terms_05_offer_tutor_int_PR_NNT_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.osmi.com/doc/view/offer_tutor_int_agt_eng (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 tutors engaged under the Agreement (hereafter – the «Tutors»), as well as AGATON LIMITED (hereafter – the «Company»).

2. SCOPE

2.1. Subject to the Terms a Tutor for whom English is not a native language provides the services stipulated in clause 1.1. of the Agreement in particular holds individual remote classes in English for users with a premium subscription.

2.2. The Company independently determines the possibility of attracting a tutor to provide services in accordance with the Terms and may refuse to engage a tutor in such a way without explaining the reasons.

3. REQUIREMENTS

3.1. Tutors who have successfully completed introductory training, as well as regularly attend methodological events (at least 2 (two) events during 1 (one) each calendar month) announced by the Company, including when using electronic means of communication, are involved in holding classes. If the tutor fails to complete the introductory training, the Company may refuse to engage the tutor in cooperation/terminate the cooperation on the basis of the Terms. In the case of a failed/incomplete passing by the tutor of the methodological events announced by the Company, the Company may suspend the enrollment of new users for the tutor.

3.2. The facts of successful pass/fail by the tutor of introductory training, pass/fail/incomplete pass by the tutor of the methodological events announced by the Company are determined by the Company independently on the basis of its own data.

4. TEACHING METHODICS AND MATERIALS

4.1. The Company shall provide the Tutor with:

4.1.1. Training on how to use the platform.

4.1.2. Information collected during introductory class with a user, including the purposes of studying English, how long the user has been studying English and his/her level of proficiency in English, as well as the Company's recommendations as for the platform course to be used by the Tutor.

4.1.3. Knowledge base regarding use of the platform tools, teaching methods and interaction with a user, the Company's practices, etc. The Knowledge base is provided in English.

4.2. The Tutor may use materials and information provided by the Company only for the performance of this Agreement. The Tutor shall not assign, sublicense or transfer his/her rights to use such materials to any third party. The Tutor shall not distribute, publish, grant access to such materials, alternate them or use them in any other way not directly aimed at fulfilment of the Tutor's obligations to the Company.

4.3. The platform features courses for various levels of English proficiency and purposes of studying; each class can include exercises, audio tracks, explanations of grammar, vocabulary, and other materials and information. A course is usually accompanied by recommendations to the tutor. If the Tutor has questions regarding the teaching process (such as how to customize a class, where to find additional exercises or how to adapt an exercise for a particular user, etc.), the Tutor may contact the Company for help by writing to the email address specified in clause 2.1. hereof.

4.4. There are specific requirements of the Company related to tutorials and education process, including: the Company may request that the Tutor applies some specific tutorials (provided by the Company) during a class with a specific user or a group of users, the Tutor should follow those requirements; the Company may provide some specific instructions related to classes with a specific user or a group of users, and the Tutor should follow (except to cases of technical issues when the Tutor have to perform a class in a usual way); the Tutor must review the tutorials and subject of a class prior to it; the Tutor must know and follow the recommendations of the Company methodologists related to the classes.

5. SCHEDULE

5.1. The tutor shall provide and indicate in the schedule on the platform the time available for classes in the amount of at least 12 (twelve) classes per week. The Tutor shall promptly update the time indicated in the schedule as available for classes, and the Company may consider the time indicated by the Tutor in the schedule as intended for the appointment of classes.

5.1.1. The Tutor shall commence the class in accordance with the time indicated in the schedule and conduct the class in the amount specified in the schedule.

5.2. The Company appoints users to the Tutor considering the user's purpose of learning English, his/her level of proficiency in English, the subscription chosen by the user as well as the user's time slots available for the classes. The Tutor will receive a notice of a class appointed through the platform.

5.3. The Company is not under obligation to maintain any workload for the Tutor or appoint the classes for certain users only with the Tutor.

5.4. The tutor may cancel or reschedule the class:

5.4.1. At least twenty-four (24) hours prior to the beginning of the class as scheduled by a notice to the Company and the user.

5.4.2. At least one hour before the beginning of a class if the Tutor cannot conduct a class due to reasons not controlled by him, such as illness or other similar circumstances, by a notice to the Company and to the user; the Company may request a written proof of such circumstances from the Tutor.

Notifications pursuant to this clause shall be made: to the Company – to the email indicated in clause 2.1. above; to the user – on the platform or by other means of communications, provided the Tutor can later prove the timing and contents of a notice.

5.5. The Tutor agrees that the Company may cancel the class four (4) hours before it starts without any compensation to the Tutor.

5.6. If at the commencement of a class, as scheduled, the Tutor can't reach the user at the platform or by Skype, the Tutor shall, by clicking a button in the Tutor's account at the platform, send an SMS reminder to the user that the class has started and repeatedly dial the user through the other means of communications available to the Tutor. The class is considered started as scheduled, regardless of when the call is established. The Tutor shall wait for the user during the whole class. If the Tutor can't reach the user despite following the provisions of this clause, the class is considered as skipped by the user and the Tutor is entitled to remuneration in the amount of the cost of the successfully completed class, while the missed classes are not taken into account in the calculation of bonuses.

5.7. The Tutor may suspend classes for a total of 56 (fifty-six) days within a year (within 4 (four) consecutive weeks) without giving reasons by sending a request to the Company no later than: (a) 2 (two) weeks prior to the suspension of classes if the Tutor suspends classes for less than 2 (two) weeks; (b) 30 (thirty) days prior to the suspension of classes if the Tutor suspends classes for 2 (two) weeks or more. If classes are suspended, the Tutor must fill out a report in the profiles of their users, indicating what classes were completed, homework, and other information that the Company may need to continue classes with users.

5.8. If a Tutor misses a class contrary to the terms of this Agreement, the Tutor shall conduct another class at the Company's discretion for free.

6. CLASSES

6.1. All classes are held on the specially designed interactive platform. The Tutor may hold a class using other means of communication, if the platform cannot be used for technical reasons, notified by the Tutor to the Company.

6.2. The Tutor shall record audio and video during the classes for quality control. When a class is conducted on the platform, the class will be recorded automatically, and the recording will be available for the Company on the platform. Where a class is held by Skype, the Tutor shall record audio and video (if available) and, within twenty-four (24) hours following the end of a class, shall upload a recording to a Google Drive folder (or other cloud storage) as indicated by his/her group representative.

The Tutor agrees that the Company may record the class and use such recording without any additional payment to the Tutor for twenty (20) years following the date of the recording. The Company may use the recording of a class for quality control and depersonalized analytics.

6.3. The Tutor may choose not to conduct a class if four (4) hours before a class a user's balance is 0. The Tutor must not conduct a class if the user failed to pay for the class before it commences, and is not entitled for a payment for a class conducted contrary to this provision.

6.4. After a class, the Tutor shall indicate the status of the class on the platform, including, without limitation, if the class was conducted (if not, then for what reason). If the Tutor fails to indicate the status of the class within twenty-four (24) hours after the class ended, it is deemed that the class was not conducted, and the Tutor is not entitled for the payment for this class.

6.5. The Company may offer the Tutor classes with users on special conditions. Special conditions can be provided for in the addenda available in the Tutor's personal account on the platform.

7. REMUNERATION

7.1. The tutor's remuneration for providing services pursuant to the Agreement is based on the cost of 1 (one) successfully completed individual remote English language class with a tutor whose native language is not English (hereinafter the «class») and bonuses, according to the table:

The cost of 1 (one) class, in US dollars (USD)	The tutor's proficiency in English
	Advanced / Proficiency
	Duration of 1 (one) class is 50 (fifty) minutes
	5,30
One-time bonuses	Bonuses, in US dollars (USD)
One-time bonus for the second and each subsequent package of classes purchased by the user	20,00
Bonus for each successfully completed 1000th (thousandth) class,	10,00
Bonus for 5,000 (five thousand)	50,00

successfully completed classes,	
Bonus for 10,000 (ten thousand) successfully completed classes,	100,00
Bonus for 15,000 (fifteen thousand) successfully completed classes,	150,00

7.2. The tutor's remuneration is calculated by the Company independently based on the Company's data. The conditions under which bonuses are payable to the tutor are determined (identified) by the Company independently based on the Company's data and methodology.

7.3. One-time bonuses are paid in accordance with the conditions set out in the table on the nearest remuneration payment date stipulated in the Agreement, after the 10th (tenth) day of the month for the previous month in which the bonus payment conditions were met. One-time bonuses do not add up.

8. INCREASED REMUNERATION

8.1. The remuneration increase is carried out when the teacher reaches the threshold number of classes held (hereinafter referred to as "experience") in the amount of: 250, 500, 750, 1000, 1500, 2000, 3000, 4000 and 5000 classes. In addition to experience, in order to increase remuneration, the teacher must achieve 2 (two) key performance indicators (hereinafter referred to as "KPIs"). If the KPI assessment does not lead to an increase in the cost of 1 (one) teacher's lesson, then the cost of 1 (one) teacher's lesson remains the same

8.2. Key performance indicators:

KPI	Min. level
Tutor's attendance: The ratio of the number of successfully completed classes to the total number of scheduled classes. Classes that are missed or cancelled on the tutor's initiative are not considered to have been held. Classes postponed to another time, cancelled at the initiative of the user or cancelled due to non-payment by the user are not taken into account when calculating the indicator.	>=98.5%
Number of classes: the number of successfully completed classes in the last 3 (three) months. These indicators are not taken into account if the Company cannot provide the tutor with users during the low season for 100 (one hundred) classes per month	>=300

8.3. KPIs are calculated as the arithmetic mean of the indicators for the three calendar months preceding the certification.

8.4. With a successful KPI assessment, the cost of 1 (one) teacher's lesson increases as follows:

Conditions	The cost of 1 (one) class based on the results of the remuneration increase, in US dollars (USD)
Experience 250 classes + KPI	5,50
Experience 500 classes + KPI	5,70
Experience 750 classes + KPI	5,90
Experience 1000 classes + KPI	6,00
Experience 1500 classes + KPI	6,20
Experience 2000 classes + KPI	6,40
Experience 3000 classes + KPI	6,60
Experience 4000 classes + KPI	6,80
Experience 5000 classes + KPI	7,00

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.