

AGREEMENT-OFFER FOR SERVICES FOR INDIVIDUALS

Moscow

August 10, 2022

This document is an official offer of the Autonomous Nonprofit Organization of Additional Professional Education "Training Center of Professional Education" (ANO APE "TCPE"), hereinafter referred to as the "Contractor", to all individuals (public offer) and contains all essential conditions of the service contract.

In accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation (Civil Code of the Russian Federation) in case of acceptance of the following conditions the person, making the acceptance of this offer shall become the Customer (in accordance with paragraph 3 of Article 438 of the Civil Code, the acceptance of the offer is tantamount to concluding a agreement under the terms set forth in the offer).

The proper acceptance of this offer in accordance with Article 438 of the Civil Code of the Russian Federation is the commission by the Customer in the aggregate of the following actions:

- clicking the button "I accept the terms of the Public Offer" when submitting applications on the site <https://edu-sigma.ru> or in other places on the specified site where the corresponding button is placed;
- clicking the button "I accept the terms of the policy for the processing of personal data" when submitting an application on the site <https://edu-sigma.ru> or in other places on the specified site where the corresponding button is placed.
- payment of the Contractor's Fee in the order specified in the Agreement.

By paying the cost of the Contractor's services, the Customer:

- guarantees the accuracy and relevance of the information provided about himself or herself;
- guarantees that he or she is an adult and a fully capable person;
- agrees that he or she is solely responsible for any consequences of providing untrue, inaccurate, irrelevant or incomplete information about himself or herself.

Date of acceptance of the offer by the Customer (date of the Agreement) is the date of crediting money for the provision of services by the Contractor to the current account of the Contractor.

In connection with the above, please carefully read the text of this public offer. If you do not agree with any point of the offer, the Contractor invites you to refuse to use the services.

Terms:

The customer is a natural person purchasing services from the Contractor.

The services are services of access to interactive innovative Odin LMS Platform (hereinafter - the Platform), designed to create high impact courses and maintain user engagement. The Platform is located on the Internet at <https://odin.study/ru>. The Platform is a set of information, texts, graphic elements, design, images, photos and videos (audiovisual

works) and other intellectual property objects, as well as computer programs contained in the information system that ensures the availability of such information on the Internet.

The program (may also be referred to as "Training Program," "Educational program") is an additional professional program, launched by means of distance learning technologies.

The course is a certain part of the information contained on the Platform, access to which is transmitted by providing the Customer with certain data and commands, consisting of a set of interrelated classes and Materials, united by a common theme, arranged in a certain sequence and aimed at organizing the Customer's learning.

The materials are a set of information, texts, graphic elements, images, photos and videos (audiovisual works) and other objects of intellectual property contained on the Platform and being a means of the Customer's self-learning.

Acceptance of the offer is a full and unconditional acceptance of the offer by means of payment of the cost of the Contractor's services in full or in part by the Customer.

The Contractor's Site is the Internet site at <https://edu-sigma.ru>, owned by the Contractor.

The Personal Account is a virtual tool of the Customer's personal self-service, located on the Platform.

Territory of the Services is determined in accordance with applicable law.

The Place of provision of the Services is the Platform.

1. Subject of the Agreement

1.1. The Contractor undertakes to provide the Customer with access to the Platform and Materials by opening access to them through the Customer's use of personal computers and mobile devices with access to the Internet to arrange self-learning (access services).

1.2. The Customer, who intends to use the Contractor's Services, makes payment for the Contractor's Services. The Payment for Services (including partial payment) confirms that the Contractor has informed the Customer about the title of the Services, terms of rendering the Services, cost of the Services and payment procedure and means that the Customer agrees with the above terms.

1.3. The Contractor places the list of the Programs available for taking on the Site. Information about the cost, content, schedule of the Course (dates and times of classes), curriculum, focus of the educational program, form of learning, period of mastering the program and other necessary conditions are available to the Customer on the page of the selected Program on the Contractor's Site. The pages of the Site containing this information are an integral part of the Offer. Upon the Customer's written request, sent to the Contractor's email, the Contractor sends the Customer detailed information about the Program to email.

1.4. The Payment for the Services (including partial payment) is a full and unconditional acceptance of the Offer. The cost of the Services is not subject to VAT in accordance with Art. 149 of the Tax Code of the Russian Federation.

1.5. After payment for the Services the Contractor provides the Customer with the data for the access to the Personal account (link to fill in the registration form and activate the account).

1.6. In accordance with the terms of this agreement the Customer undertakes to review all the Materials included in the Services rendered to the Customer and available in the Personal account.

2. Terms of rendering the Services

2.1. The services under the agreement are provided within the terms communicated by the Contractor to the Customer.

The Customer retains access to his or her Personal Account and the Contractor's Materials for 3 (three) years from the date the Customer gains access to his or her Personal Account (if the term of the Services is longer than 3 years, the Customer retains access for the entire period of rendering the Services). At the Customer's request, if it is technically possible and if the Materials included in the Services provided to the Customer under this agreement are available, the Contractor shall continue or resume providing the Customer with access to the Personal Account and the above-mentioned Materials and after the expiration of 3 (three) years from the date of the opening of access to the Services without a time limit for such provision, except as provided by the laws of the Russian Federation or as follows from it. The Customer agrees that the above-mentioned continuation or renewal is understood by him or her as "life-long access to the course".

At the same time the Parties specifically stipulate that the check of the assignments performed by the Customer, as well as the experts' answers and consultations are possible only during the term of the Services and are not provided after the end of the term of the Services.

2.2. While rendering the Services the Contractor has the right to change the terms of rendering the Services unilaterally preserving the duration of rendering the Services. In this case the Contractor shall notify the Customer by email and telephone number indicated by the Customer.

Obligations of the Parties

3.1. The Contractor must:

3.1.1. Ensure the provision of the Services under this agreement and the Appendix hereto (if any) timely, qualitatively and in full volume.

3.1.2. Provide access to the Platform and Materials.

3.1.3. Provide an opportunity to consult with experts. Experts shall mean persons who, on behalf of the Contractor, advise the Customer and check the tasks performed by the Customer.

3.1.4. Not to disclose confidential information received from the Customer.

3.2 The Contractor has the right:

3.2.1. To independently determine the forms and methods of providing the Services, based on the legal requirements, as well as on the specific terms and conditions of the agreement.

3.2.2. To independently determine the board of specialists providing the Services.

3.2.3. To suspend operation of the Platform for scheduled preventive maintenance and repair works on the Contractor's technical resources.

3.2.4. To suspend access to the Platform if the Customer breaches this Agreement or if the Customer fails to provide all necessary information, or provides incomplete information, necessary for the provision of services under the agreement in accordance with the legislation of the Russian Federation.

3.2.5. To engage third parties to perform this Agreement in order to improve the quality of the Service without the Customer's consent.

3.2.6. To request from the Customer all necessary information, documents for proper performance of obligations under this Agreement.

3.2.7. To change the content of the Course, including the topics of individual classes, their content, number, dates and times of the respective classes, the schedule of posting modules on the Platform and the terms of opening access to modules, to replace experts. Information about such changes is available to the Customer in the Personal Account.

3.2.8. To refuse to perform the obligations to provide the Services unilaterally and extrajudicially, if the Customer has not paid in full and within the specified terms of the Services under the agreement.

3.3 The Customer must:

3.3.1. Notify the Contractor about the valid reasons for the Customer's inability to familiarize himself or herself with the Materials/participate in events.

3.3.2 Provide complete and accurate information necessary to provide the Services (including when registering on the Platform) in time.

3.3.3. Behave ethically while taking the Course, in particular, not to publish messages that are not related to the subject of the Course in the general chats created by the Contractor, not to make disrespectful statements and insults to other participants of the Course, teachers, the Contractor's employees, the Contractor, not to allow toxic and aggressive behavior, swearing. In case of non-compliance with this paragraph, the Customer can be removed from the general chats and / or deprived of other means of communication.

3.3.4. Get acquainted with the Materials, attend events (including those with remote access via the Internet).

3.3.5. Send to the Contractor a written reasoned complaint within 5 working days from the moment of the end of rendering Services if there are any remarks to the rendered Services. If the Customer does not send a written, motivated complaint to the Contractor within the above stated period of time, the Services are considered to be rendered properly and accepted by the Customer without any comments. Acts on the provision of the Services by the Parties shall not be made.

3.4 The Contractor is not responsible for:

3.4.1. Failure to familiarize the Customer with the Materials, the Customer's failure to attend events under the agreement for unreasonable reasons without written notice to the Contractor.

3.4.2. The Customer's failure to use the features of Personal Account.

3.4.3. Quality of the Internet connection and functioning of the Customer's hardware and software.

3.4.4. The Customer's subjective evaluation is not an objective criterion for the quality of the Materials, events and Services.

4. Term of the agreement and procedure of refund of money

4.1. This agreement comes into force from the moment of its Acceptance by the Customer and shall terminate after the Parties fulfill their mutual obligations.

4.2. The Contractor has a right to make changes in the agreement at any time by posting a new version of the agreement on the website. The Customer's payment for the Services , as well as any use of the Platform confirms the Customer's consent to a new version of the contract.

4.3. Refund of money is possible upon the Customer's written application about refusal of the Services.

4.3.1. Refund of money paid by the Customer is possible before the start of provision of the Services and within 14 (fourteen) calendar days from the beginning of provision of the Services in accordance with the terms specified in paragraph 2.1. of this Offer. The Customer is obliged to notify the Contractor in writing about his or her refusal to receive Services.

4.3.2. The Services under this Agreement are considered to be rendered with proper quality and in time, as well as accepted by the Customer, if within 14 (fourteen) calendar days, the Customer has not declared a motivated objection to the quality and scope of such services by written notice.

5. Force majeure circumstances

5.1. Force majeure circumstances, recognized as such by law, making it impossible for any of the Parties to perform this Agreement, may be the grounds releasing the Parties from liability.

5.2. Software and hardware errors both on the Contractor's side and the Customer's side, resulting in the Customer's inability of the to obtain access to the Platform and/or the Personal Account shall be considered as force majeure circumstances and the basis for exemption from liability for failure to perform the Contractor's obligations under the Agreement.

5.3. The Party referring to force majeure circumstances shall be obliged to immediately inform the other Party about the occurrence of such circumstances in writing. If the aforementioned circumstances will last for more than six months, then any Party has the right to terminate this agreement unilaterally by notifying the other Party one month prior to the date of termination of this agreement.

6. Intellectual property and restrictions on use of the Platform

6.1. By using the Contractor's Materials as well as using the Platform, the Customer acknowledges and agrees that all content of the Platform and structure of the content of the Platform is protected by copyright, trademark and other rights to the results of intellectual activities, and the aforementioned rights are valid and protected in all forms, in all media, and with respect to all technologies, both currently existing, as well as those developed or created thereafter.

6.2. No rights to any content of the Materials and the Platform, owned by the Contractor, including, but not limited to, audiovisual works, text and graphic materials, computer programs, trademarks do not pass to the Customer as a result of use of the Materials and the Platform and the conclusion of the agreement.

6.3 The Customer is prohibited:

6.3.1. To use the objects of intellectual property (information on the Platform) posted on the Platform for commercial activities, for profit, or for use in a way that is contrary to the law. At the same time, the Customer may use the skills and knowledge acquired as a result of receiving the Services;

6.3.2. To copy or otherwise use the software part of the Platform, as well as its design;

6.3.3. To place the personal data of third parties on the Platform, including home addresses, phone numbers, passport data, email addresses, without their consent;

6.3.4. To place commercial advertisements, commercial offers, agitation information and any other intrusive information on the Platform, except for the cases, when the placement of such information is agreed with the Contractor;

6.3.5. To modify in any way or manner whatsoever the software of the Platform, to perform actions aimed at changing the operation and performance of the Platform;

6.3.6. To copy, modify, change, delete, supplement, publish, and transfer any information (including parts and components of classes, course libraries, curricula and articles) obtained on the Platform, except for cases when such function is directly provided on the Platform.

6.4. When quoting materials from the Platform, if it is expressly provided for by the functions of the Platform, the Customer undertakes to indicate the link to the Platform.

7. Terms of exchange of documents and Information

7.1. In accordance with Part 2, Article 9 of Federal Law No. 63-FZ of 06.04.2011 "On Electronic Signature" the Parties have come to an agreement on equivalence of information in electronic form, signed by a simple electronic digital signature, document on paper, signed by the director's handwritten signature or other official of the Party authorized by him, provided that the Parties have complied with the terms and conditions of the agreement. A simple electronic signature shall mean an electronic signature, which certifies the fact of the electronic signature formation by the authorized representative of the Party through the use of a simple electronic signature key (hereinafter referred to as the "key"). The key is a combination of two elements - the identifier and the key password. The identifier is the login of the Party or the head or other authorized officer of the Party in the Information System, and the key password is a unique sequence, unknown to third parties, the password for access to the Information System.

The Information system means the software enabling correspondence between the Parties via telecommunication networks with the use of email.

In accordance with the agreement, the following documents may be signed with a simple electronic signature:

- Additional contracts to the agreements;
- Specifications;
- Statements of reconciliation;
- Invoices;

- Other documents;

7.2. The electronic signature verification procedure: the document is considered to be signed by a simple electronic signature of the Party if the following conditions are met: the document is executed in the form of a photocopy of the document on a paper document, signed by the handwritten signature of the head or other officer of the Party authorized by him, and attached as an attachment to the email message, sent from the address specified in the section of the address and details of the parties of this Agreement. At that, a photocopy must clearly show text of the document, signatures of authorized persons and stamp (if any). The photocopy must contain all mandatory details of the document specified in Article 9 of Federal Law No. 402-FZ of December 6, 2011 "On Accounting".

7.3. The official channels of communication for the transmission of documents and (or) information are:

- email;
- Russian Post;
- courier service;
- the Customer's Personal Account;
- electronic document management system.

7.3.1. The Customer's email shall be recognized as an official communication channel if:

- it is the email to which the Customer's Personal Account is registered; or (and)
- it is the email that is linked to the Customer's Personal Account; or (and)
- it is the email specified in the Customer's details;

7.3.2. The Contractor's email is recognized as an official communication channel if:

- it is an email with an address with any of the following domains: dpo-ucpo.study, ano-cpc.ru, edu-sigma.ru, new-step.study, dpo-cmi.study, edu-impulse.ru.

7.4. Applications, letters, files, including those containing the results of the Services, sent by means of the Internet using email, shall be recognized by the Parties in court as written evidence. When presenting them as evidence, it shall be sufficient to present printed out electronic message, file, certified by the signature of an authorized person and the seal of the presenting Party.

8. Other conditions

8.1. Mutual relations of the Parties not stipulated by this agreement are regulated by the norms of the current legislation of the Russian Federation.

8.2. All disputes arising during the performance and termination of this agreement shall be resolved through negotiations, or in court at the Contractor's location. If one of the Parties is located outside of Russia, the disputes shall be considered in the territory of the Russian Federation, at the Contractor's location.

9. The Contractor's details:

The Contractor:

The Autonomous Nonprofit Organization of Additional Professional Education "Training Center of Professional Education"

ANO APE "Training Center of Professional Education"

Address: 140180, Moscow Region, Zhukovsky, Zhukovsky St., 31

Taxpayer Identification Number (INN) 5040103724

Tax Registration Reason Code (KPP) 504001001

Primary State Registration Number (OGRN) 1105000005967

Name of the bank: "Raiffeisenbank" SC, Moscow

Acc.: 40703810400000003605

RCBIC: 044525700

Corr.account: 30101810200000000700

Email address: hello@edu-sigma.ru

Mailing address for correspondence: 634057, Tomsk Oblast, Tomsk, 79 Gvardeiskoi Divizii St., 10.