

OFFER-AGREEMENT №2018-IR
FOR PROVIDING THE USER
ACCESS TO A PERSONAL ACCOUNT

Limited liability company "Kurs obrazovaniya", hereinafter referred to as the "Company", represented by the Director Ilyina V. S., acting on the basis of the Charter, addresses this offer-agreement (hereinafter – the Agreement) to any person whose will is expressed by him personally or through an authorized representative (Art. 182, 185 of the Civil Code of the Russian Federation), expressed willingness to accept the offer of the Company, on the following conditions.

The Agreement, according to paragraph 2 of the article 437 of the Civil Code of the Russian Federation, is a public offer, acceptance of the terms (acceptance) of which is the Commission of actions provided for in the Agreement.

Terms and Definitions

Offer - this document (Agreement). According to the Agreement, the words offer and Agreement are equivalent.

Acceptance – full and unconditional acceptance of the offer through the actions specified in paragraph 2.1 of the Agreement.

User - an individual who has concluded the Contract by acceptance, on the terms contained in the offer.

The Company's website is a set of interconnected web pages under one domain name or ip-address, placed on the Internet at the following address www.kursobr.ru

Personal account – personal section of the User on the Company's website, which is accessed by entering the user's data.

Registration – a set of actions of the User in accordance with the instructions specified on the Company's website, including the data and other information made by the User using a special form of the user interface of the Company's website in order to create a personal account and access to certain services of the site.

Accounting data – a unique login (e-mail address) and a password created by the User during the registration of the personal account, or changed in the future and used to access the User's personal account.

1. Subject of the Contract

1.1. In accordance with the Agreement, the Company undertakes to provide the User access to the personal account for a distance course «Russian in action» (hereinafter referred to as the Personal account), in the manner provided for in section 4 of the Agreement, as well as to provide services in accordance with paragraph 1.3 of the Agreement.

1.2. Access to the Personal Account is provided to the User after the acceptance, in the manner provided for in paragraph 2.1 of the Agreement.

1.3. Within the providing access to the Personal account, the User can be provided with written and oral advice on its use.

2. Order of the Agreement

2.1. The acceptance of the Agreement is the submission of an application for access to the Personal account to the Company's e-mail info@kursobr.ru and payment for services to provide access to the Personal Account in accordance with the paragraphs. 5.1-5.5 of the Agreement within 3 (three) calendar days from the date of receipt of this Agreement by e-mail specified in the User's Personal Account.

2.2. By accepting the Agreement in the manner specified in paragraph 2.1 of the Agreement, the User guarantees that he / she has become fully acquainted, agrees, fully and unconditionally accepts all the terms of the Agreement.

2.3. The User understands that the acceptance of the Agreement is equivalent to the conclusion of the Agreement on the terms set out in the Agreement.

2.4. The Agreement comes into force from the date of acceptance and is valid for 14 calendar days.

3. Parties' rights and obligations

3.1. The User undertakes:

3.1.1. to make payment in the order, amount and terms stipulated by the Contract.

3.1.2. not to transfer the right of access to the Personal account to third parties and not to use it in any other way that may lead to the harm of the Company.

3.1.3. to secretly keep and not to disclose to third parties information about Personal Account, giving access to the Personal Account.

3.1.4. not to take any actions that may lead to interruptions in the functioning of the Company's website, including actions that are associated with an increased load on the website.

3.1.5. not to use any devices or computer programs to interfere or attempt to interfere with the normal functioning of the Company's website.

3.1.6. to provide the latest information and documents necessary for user identification after the request of the Company.

3.1.7. to comply with the requirements of the legislation of the Russian Federation, as well as the terms of the Agreement.

3.2. The company undertakes:

3.2.1. to provide the User access to the Personal account during the period specified in clause 1.2 of the Agreement.

3.2.2. to use all personal data and other confidential information about the User only to fulfill its obligations under the Agreement, not to transfer and not to show to third parties the documentation and information about the User.

3.2.3. to take all necessary measures to protect the User's personal data known to the Company.

3.2.4. to provide technical support for the Company's website, domain name, database, as well as other functionalities of the website.

3.3 The User has the right:

3.3.1. to use it in the manner prescribed in the Agreement, after receiving access to the Personal account.

3.3.2. to demand proper implementation of the Agreement from the Company.

3.3.3. to contact the Company on all issues related to the implementation of the Contract.

3.4 the Company has the right:

3.4.1. to enter, edit or delete any information from the Company's website.

3.4.2. to suspend the website for maintenance work, no more than 1 time per month.

3.4.3. to receive from the User any information necessary to fulfill its obligations under the Contract. In case of providing incomplete or incorrect information by the User, the Company has the right to suspend or terminate the User's access to the Personal Account.

3.4.4. to suspend or terminate the User's access to the Personal account, if the Company reasonably believes that the User is engaged in illegal activities, violates the terms of the Agreement.

4. The procedure for providing access to the Personal account and service provision

4.1. Access to the Personal account is provided after entering accounting data, which include login and password, on the Company's website.

4.2. The operating system of the Company shall keep a record of the time of the User access to the Personal account. The User hereby confirms and agrees that the statistical data of the operating system of the Company are sufficient to confirm the fact of providing access to the Personal Account.

4.3. The company undertakes to provide the User with the access to the Personal account within the period specified in clause 2.4.

4.4. The company is not responsible for the security of the communication channel, as well as for any consequences of malicious programs that could get through the communication channel on the User's power.

5. Price and payment procedure

5.1. The price under this Agreement is 6300 (six thousand three hundred) rubles, VAT is not taxed (on the basis of paragraph 2 of the article 346.11 of the Tax Code).

5.2. Payment under the Contract is carried out with 100% prepayment.

5.3. Payment method under the Agreement –funds transfer in the currency of the Russian Federation (ruble) to the Bank account of the Company.

The responsibility of the User for the payment is considered fulfilled after crediting funds to the account of the Company.

5.4. Payment is made by the User with the first name, family name of the User specified in the Personal Account.

5.5. With the absence of the data specified in the article 5.4 of the Agreement, allowing to determine the name of the payment and (or) the person who has made the payment, the Company has the right to identify the payment according to its own accounting data, and in case of impossibility, to consider the payment obligations unfulfilled. The Company shall not be liable for losses incurred by the User and (or) third parties in connection with the User's failure to provide correct data.

6. Personal data

6.1. To fulfill the terms of the Agreement, the User agrees to provide and agrees to personal data processing in accordance with the Federal Law of 27.07.2006 №152-FL "On personal data" on the terms and conditions and for the purposes of the Agreement. "Personal data" means personal information that the User provides about himself / herself for acceptance.

6.2. The company guarantees confidentiality with respect to the User's personal data and provides access to personal data only to those employees who need this information to comply with the terms of the Agreement, ensuring compliance with the privacy of personal data and the security of personal data during their processing.

7. Responsibility of the Parties

7.1. The parties are responsible for non-performance or improper performance of their obligations under the Agreement in accordance with the Agreement and Russian legislation.

7.2 The company shall not be liable for any losses caused to the User in case of:

7.2.1. Technological failures of public communication channels, through which access to the Company's website is performed or loss of access to the Internet;

7.2.2. Errors, omissions, interruptions, deletion of files, defects, delays in operation or transmission of data and other technological reasons that are not caused by the Company;

7.2.3. Unauthorized access to The User's personal account.

7.3. Any information and (or) materials, access to which the User receives using the Company's website, the User uses at his own risk and is solely responsible for the possible consequences of the use of such information and (or) materials, including damage caused to himself and third parties.

7.4. In case of any damages due to the fault of the Company, the Company is responsible to the User liability in an amount not exceeding the cost of the Agreement.

8. Amendment and termination of the agreement

8.1. The agreement may be terminated by agreement of the Parties, as well as unilaterally upon written request of one of the Parties on the grounds stipulated by the Agreement and the legislation.

8.2 Unilateral termination of the Agreement shall be done within 3 (three) calendar days from the date of receipt of such demand by the Party.

8.3. In case of violation of the terms of the Agreement by the User, the current legislation, the Company has the right to unilaterally (out of court) suspend and restrict the User's access to the Personal Account, or terminate the Agreement by blocking the User's access to The Personal Account, without special notice to the User.

8.4. The company has the right to amend the terms of the Agreement unilaterally (out of court) at any time. Changes to the terms of the Agreement shall enter into force upon their placement in the manner prescribed for the placement of the offer.

8.5. The Company may at any time unilaterally refuse to perform the Agreement in full or in part, with the notification of the User through the Company's interface, by e-mail or otherwise.

9. Dispute resolution

9.1. The claim procedure is mandatory. The dispute may be referred to the arbitration court after the Parties take measures for pre-trial settlement after 30 (thirty) calendar days from the date of the claim.

9.2. All disputes and disagreements arising from the Agreement shall be referred to the Arbitration court of Moscow, and if the dispute is subordinated to the court of General jurisdiction in accordance with the legislation of the Russian Federation.

10. Contingencies (Force majeure circumstances)

10.1. The Parties will be free from the responsibility for the partial or full non-fulfilment of the obligations of the present Agreement in case it was caused by the circumstances beyond the Parties' control, i.e. fire, flood, earthquake, war, actions of public authorities or any other circumstances beyond the control of the Parties.

10.2 The Party for whom it becomes impossible to meet their obligations under the Present Agreement, shall no later than after 10 (ten) calendar days advise the other Party in a written form as regards the beginning and of the circumstances preventing the fulfilment of their obligations. The Party must provide supporting documents issued by the competent authorities.

10.3 The Parties acknowledge that insolvency is not a force majeure event.

11. Details and contact information

Name	Limited liability company «Kurs obrazovaniya» (LLC «Kursobr»)
Legal address	105005 Moscow, 7/1 Baumanskaya street pr. 1 - room 18
OGRN	1167746634362
INN/KPP	9701044732 / 770101001
Settlement account	40702810209110000137
Correspondent bank account	30101810945250000873
Bank BIC	044525873
Bank	MBO «ORGBANK» (LLC) Moscow
OKATO	45286555000
OKTMO	45375000000
E-mail:	info@kursobr.ru
Cell	(499) 391-0951