

Services Agreement

Last Updated: - "03" September 2020

This agreement on the provision of information services (hereinafter referred to as the **"Agreement"**) is concluded between the company Solvery Education LLC, St. Petersburg, Russian Federation (hereinafter referred to as the **"Company"**), and you (hereinafter referred to as the **"User"**), referred to in hereinafter when collectively referred to as "Parties".

This Agreement contains definitions and conditions according to which the Company provides the User with information services.

This Agreement is a public offer in accordance with clause 2 of Art. 437 of the Civil Code of the Russian Federation and posted on the website <https://www.solvery.io> for review and acceptance of its terms when the User purchases the Company's services.

The proper acceptance of this offer is the consistent implementation by the User of the following actions:

- Familiarization with the terms of this Agreement and with all annexes to it;
- Entering reliable and up-to-date information in the registration form for creating an account, located on the Internet at the network address: <http://www.solvery.io>;
- Putting a symbol in a special field under the heading "I have carefully read and accept the terms of the Agreement,, Privacy Policy";
- Pressing the "Send" button after completing the previous steps;
- From the moment you enter the login and password received after registering on <http://www.solvery.io>, registration on the Company's website is considered complete, and the terms of this Agreement are binding on the registered person assuming the responsibilities of the User.

ATTENTION: If you do not agree with the terms of this Agreement, do not register as a User on the Company's Internet sites and do not use its service.

The company has the right to change the terms of payment and tariffs by publishing new conditions on the Internet at: <https://www.solvery.io>, while the cost of prepaid lessons does not change. Before making a prepayment for additional classes, the User must familiarize himself with the new tariffs and accept the new price conditions by making a prepayment. If the User does not agree with the amended terms, the Agreement between the Company and the User is terminated immediately after the end of the classes for which an advance payment has already been made.

The Company has the right to change other terms of the Agreement by notifying the User by e-mail. The new version of the Agreement comes into force on the fourteenth day after the notification is sent to the User, unless a later date for the entry into force of the changes is set in the new version of the Agreement. If the User does not agree with the new conditions, the Agreement between the User and the Company is considered terminated from the date on which the new version of the Agreement would come into force if he agreed.

TERMS AND DEFINITIONS

The terms given in this section of the Agreement have the following meaning only for this Agreement and cannot be interpreted otherwise in relation to the conditions set forth in this Agreement.

The Company's official website is a resource on the Internet accessible through the domain name: <https://www.solvery.io>.

The service of accessing the website is an opportunity provided by the Company to the User through the web interface of the Company's Official website to view the list of Mentors, their contact details and other information specified by the Mentor.

Mentor - a person, information about whose services is posted on the official website of the Company and whom the User chooses as a provider of information services.

A site is a platform on which developers provide training services to clients.

Confidential Information - all documents, printed materials, reference and online documentation or other information provided in accordance with this Agreement.

Information Services -

1. SUBJECT OF THE AGREEMENT

In accordance with the terms of this Agreement, the Company provides the User with information services to provide access to information on the solvery.io website. The user pays for the services of the Mentor in accordance with a separate agreement.

This Agreement is considered concluded only after the User fulfills the following conditions:

The user has provided true, accurate and complete information about himself;

The user has accepted the terms of this Agreement;

The User assures the Company of the following circumstances:

- he is an adult (has reached the age of full legal capacity) in accordance with the legislation of his country and has full contractual legal capacity; or
- if the User is a minor: he is an emancipated minor, or has received the legal consent of a parent or legal guardian or trustee to conclude the Agreement in the form established by the current legislation, and has full legal capacity and capacity to conclude and execute this Agreement; or
- if the User is a parent or legal guardian or guardian of a minor and enters into an Agreement on his behalf: by giving permission to a minor to use the services, the parents and guardians (trustees) agree to the terms of the Agreement on behalf of the minor and are responsible for supervising the use of services by the minor.

If you have not given your child permission, please contact us immediately so that we can disable access; and

- for the conclusion and implementation of this Agreement by the User not the consent or approval of any third party is required.

The Company has the right at any time to require the User to provide information and documents confirming the above assurances about the circumstances, and the User undertakes to provide such information and documents within 14 (fourteen) days from the date of the request.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

The company has the right to:

- Use all the information received from the User for their own needs and to improve the services provided;
- Suspend the provision of Services if the User violates the terms of this Agreement.

The company undertakes:

- provide the User with the Services for accessing the website, provided that the User complies with all the terms of this Agreement;

The user undertakes:

- pay remuneration on time and in full;
- Comply with the requirements of the User Code of Ethics;

- Compensate the Company for any losses associated with violation by the User of the terms of this Agreement;
- not to transfer to third parties the rights granted to him by the Company under this Agreement.

4. EXCLUSIVE RIGHTS

The Company has an exclusive license for its own software, and the Company also has the exclusive right to its own registered trademarks. The provisions of the Agreement do not grant the User any right to use the software of the Company or the trademarks of the Company, unless this is explicitly stated in the Agreement.

5. CONFIDENTIALITY AND PERSONAL DATA

The User undertakes not to disclose Confidential Information, to protect and prevent unauthorized disclosure of Confidential Information and to take appropriate measures to protect Confidential Information.

The parties guarantee the confidentiality of all information (oral or written) concerning the business of the other party, with the exception of information that is already available to the public.

If the Confidential Information becomes available to third parties through the fault of the User without the written consent of the Company, the User undertakes to compensate for all the losses incurred by the Company as a result of this.

The Company guarantees that personal data and other private information provided by the User in pursuance of Section 1 of this Agreement will be used by the Company solely for the purpose of executing this Agreement. Such information is not subject to transfer to any third parties, except in cases established by the current legislation of the Russian Federation. By entering into this Agreement, the User grants the Company the right to process (including, but not exclusively: collection, systematization, accumulation, storage, clarification, update, change, use, internal Russian transfer) of his personal data and other private information by any that does not contradict the current Russian legislation in a way (including without using automation tools) in order to fulfill their contractual obligations.

6. WARRANTIES AND LIMITATIONS

The Company under no circumstances provides any guarantees regarding the error-free and uninterrupted operation of the Official Website of the Company, and does not guarantee that the service for accessing the website will sufficiently satisfy the needs of the User and disclaims any other guarantees to the extent that permits applicable law.

7. LIABILITY

The entire risk arising in connection with the Use of the Official Website of the Company or work with it lies with the User, including the risk of not receiving the expected profit from the Use of the Service, the risk of failure of the official website of the Company, etc.

Under no circumstances will the Company be liable to the User for any losses (including but not limited to those listed, lost profits, loss of confidential or other information, losses caused by the interruption of commercial activities, loss of profit, business reputation or data, lost business opportunities, loss turnover, special, incidental, indirect, consequential or punitive losses and damages) arising in connection with the provision of services for accessing the website or the inability to provide services for accessing the website.

If the legislation of the country of the User does not allow the limitation of liability or the liability of the Company is established by an appropriate decision of the competent court, the Company will be liable only for the actual damage incurred by the User from the provision of services to access the website, if such damage is related to the guilty actions of the Company, or if the damage was caused due to reasons that the Company knew or should have known. At the same time, the maximum amount of the Company's liability is limited to the amount of remuneration paid by the User for the provision of services for accessing the website.

8. DURATION AND TERMINATION OF THE AGREEMENT

The Agreement enters into force from the moment all the conditions stipulated in Section 1 of this Agreement are fulfilled, and is valid until terminated. The Agreement is terminated and terminates immediately upon violation by the User of any of the terms of this Agreement without additional notification from the Company. The Agreement is terminated after the Company provides services for accessing the website in full.

In all cases, upon termination of the Agreement, the User is not entitled to demand the return of the remuneration paid to the Company, except for the case provided for by the Company's rules on the return of the amount of remuneration paid by the User. The content and conditions of the rules for the return of remuneration are presented on the Official website of the Company at:

9. FORCE MAJEURE CIRCUMSTANCES

Neither Party shall be held liable for breach of obligations arising from unforeseen circumstances such as fire, strikes, insurrection or riots, embargoes, disasters, delays in transportation, civil or military directives.

Each of the Parties agrees to immediately report the force majeure to the other party. Such a message should contain detailed information about what caused them.

If the failure to comply with the rules by one party due to force majeure continues for more than 4 (four) weeks, then the other party has the right to terminate this Agreement by sending to the other party a notice of termination of this Agreement by e-mail. Neither Party has any obligations to the other party in the event of termination of the Agreement as a result of force majeure.

10. PROCEDURE FOR RESOLUTION OF DISPUTES

The User acknowledges that the Company may suffer damage if the terms of this Agreement are not respected, and therefore the User agrees that the Company is entitled to use any form of protection of its violated rights and legitimate interests, including such a form as a direct appeal to the appropriate court without observing the claim procedure.

All disputes arising from the essence of this Agreement or related to it, its interpretation, execution, termination, termination and allegations of its invalidity in all cases are referred to the Arbitration Court or the appropriate court on the territory of the Russian Federation (competent court) at the location of the copyright holder. In the event that the User is a legal entity or an individual entrepreneur registered outside the Russian Federation, all disputes arising from the essence of this Agreement or related to it, its interpretation, execution, termination, termination and statements of its invalidity in all cases will be resolved in arbitration procedure in accordance with the Rules of the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation (hereinafter referred to as the "Rules", <http://mkas.tpprf.ru/ru/reglamentmkas.php>), the Rules of which are considered to be included in the text of this Agreement by referring to this item. The Arbitration Commission consists of 1 (one) arbitrator selected in accordance with the Rules. The language used in the arbitration process is Russian. The governing legislation of the Agreement is the substantive law of the Russian Federation. The court session will be held in Moscow, Russian Federation. An interim measure in respect of the subject of the dispute can only be the suspension of collection under an executive or other document contested by the plaintiff, the collection under which is carried out in an indisputable (non-acceptance) manner. All costs of the arbitration are paid in accordance with the Rules. The rendered award will be final and binding on both Parties and the award may be enforced in any competent court.

11. FINAL PROVISIONS

This Agreement has been drawn up taking into account the current legislation of the Russian Federation. The law applicable to the interpretation of this Agreement, as well

as all relations arising from the essence of this Agreement, is the substantive and procedural law of the Russian Federation.

If any term of this Agreement for one reason or another becomes invalid or becomes unenforceable or is invalidated by a decision of a competent court, then it is considered as not included in the text of this Agreement, which, however, does not in any way affect the legality and obligation to fulfill other conditions.

The section headings in the text of the Agreement are provided solely for convenience and have no independent legal force, cannot be interpreted in relation to the terms of the Agreement.

The User confirms that before paying the fee, the User has read this Agreement, understands it fully and agrees to comply with its terms.

The parties acknowledge the validity of documents sent via electronic communication. Documents outgoing from the Company will be considered complete in proper written form if they are sent from email addresses. Documents emanating from the User will be deemed completed in proper writing if they are sent from the email address provided by the User to the Company in accordance with section 1 of this Agreement. Correspondence will be deemed to be sent to the proper address if it is sent to the above email addresses.