

Agency agreement (public offer)

This Agreement is addressed to an indefinite circle of persons and is a public offer in accordance with paragraph 2 of Art. 437 of the Civil Code of the Russian Federation.

Registration on the Site <https://meleton.ru/>, on all subdomains of the site, pages, interaction through the iframe integration tools and built-in platform elements on other sites, by filling out the Registration form or by ticking "I have read and agree to the terms of the offer" when filling in the Personal account details for the payment of funds is the Unconditional Acceptance by the Principal of this Agreement.

1. Terms and definitions

1.1. In this agency agreement, unless the text directly implies otherwise, the following terms will have the following meanings:

Agent - "IT Kantara Group OÜ" - a legal entity registered under the laws of the Tartu County , located at the Harju maakond, Tallinn, Lasnamäe linnaosa, Punane tn 68-170, 13619

Agreement - This agency agreement. Market platform Meleton (hereinafter referred to as the Platform) - an Internet resource <https://meleton.ru>

Services (Service) - providing the User with information and consulting services in the form of participation in an online course in accordance with the topic, cost, terms of provision indicated on all subdomains of the site, pages and when interacting through iframe integration tools and built-in platform elements on other sites.

Principal - a party to this Agreement that carries out remote trade in goods (services), who has made an acceptance in accordance with the established procedure and receives the Payer's funds for the goods (services) sold.

Personal account - a closed part of the Site, access to which is carried out by the Principal by entering the login and password obtained during Registration on the Site.

Personal account - a system for accounting for funds received from Payers to the Principal, available through the Personal Account.

Registration - filling in by the Principal of the Registration form located on the Site, by specifying the necessary information and choosing a Login and password. The Registration Procedure is established by an agreement between IT Kantara Group OÜ, the Principal and the Payer.

Registration form - a form located on the Site, which the Principal must fill out in order to register on the Site.

Payer - a person who purchases goods (services) of the Principal and pays for them through the service of the Agent.

The reporting period - one calendar month.

Online course - services for the User on a topic paid by the Customer, and within the timeframes indicated on the School's website for the relevant topic on the date of invoice. During the online course, the Principal provides the Customer with:

- access to participation in online classes (lessons) in real time by opening access to the course materials for the user of the account from which the payment was made;
- access to online viewing of video recordings of an online course, access to information materials in the form of a presentation or text materials in electronic form;
- explanations and answers to questions on the topic of the online course via the Internet;
- tasks for performing practical work, including in the form of online testing

User Agreement - User Agreement, the text of which is posted on the Internet at <https://meleton.ru/docs/user-agreement-en.pdf>.

1.2. All other terms and definitions found in the text of the Agreement are interpreted by the Parties in accordance with the Agreement, the User Agreement, the legislation of the Tartu County and the usual rules for the interpretation of the relevant terms that have developed on the Internet.

1.3. The titles of the headings (clauses) of the Agreement are intended solely for the convenience of using the text of the Agreement and have no literal legal meaning.

2. Subject of the Agreement

2.1. The Agent undertakes on its own behalf and at the expense of the Principal (supplier) to provide technical support to the Payers; to receive funds from the Payers and to transfer to the Principal, and the Principal undertakes to pay the Agent remuneration in the amount and in the manner prescribed by this Agreement.

2.2. The Agent has the right at any time to change this Agreement and all its annexes (in whole or in part) unilaterally, without prior agreement with the Principal. All changes take effect on the next calendar day after posting on the Site.

2.3. The Principal undertakes to independently monitor changes to this Agreement and its annexes by periodically reviewing the current version, at least once a month. The Principal is solely responsible for any consequences arising from failure to familiarize himself with the Agreement and its annexes.

2.4. If the Principal does not agree with any provision of the Agreement and (or) annexes thereto, they must immediately stop using the services of the Agent.

2.5. The Agent independently determines the composition and content of the Online course provided for viewing on the Platform. The rules according to which third parties get access to the Platform in the open access mode or for a fee are established according to the rules determined by the Agent and published on the Site.

2.6. The cost of viewing the Information Product by the Buyers is set by the Principal.

3. Rights and obligations of the parties

3.1. Agent's rights and obligations

- 3.1.1. The Agent undertakes to keep records of the funds owed to the Principal;
- 3.1.2. The Agent undertakes to timely transfer to the Principal's current account the funds received from the Payers in the manner prescribed by clause 4 of this Agreement;
- 3.1.3. The Agent is obliged to provide technical support to Payers on issues related to making payments and purchasing goods (services) of the Principal. Technical support on issues by providing consultations by e-mail;
- 3.1.4. The Agent has the right, in the event of circumstances beyond the control of the Parties, which, in the Agent's opinion, may entail significant losses for the Agent, suspend access to the services of the Site for the duration of such circumstances;
- 3.1.5. The Agent has the right to involve other persons - subagents - to receive payments from individuals (Payers) in order to execute the Principal's instructions under this agreement. The Subagent has the right to accept payments on its own behalf or on behalf of the Agent. The Agent remains responsible for the actions of the Subagent to the Principal.

3.2. Rights and obligations of the Principal

- 3.2.1. The Principal undertakes to timely and fully pay the Agent the remuneration in the amount and in the manner prescribed by clause 4 of the Agreement;
- 3.2.2. The Principal undertakes to provide the Agent with all the necessary information to fulfill the obligations under this Agreement;
- 3.2.3. The Principal undertakes to timely inform about all significant changes affecting the execution of the Agreement.
- 3.2.4. The Principal undertakes to provide the Agent with reliable information about his contacts, as well as services and goods sold (provided) to the Payer;
- 3.2.5. The Principal undertakes to post a public offer on the Agent's website, which, among other things, must indicate that the Agent is not a party to the agreement with the Payer.
- 3.2.6. The Principal undertakes, upon the Agent's request, within 3 (three) business days to provide information and documents confirming the proper fulfillment of obligations to the Payers. The request can be sent through the Personal Account and by e-mail.

3.2.7. The Principal undertakes, upon the Agent's request, to provide the completed Client Questionnaire by sending a scanned copy via the Personal Account and (or) via e-mail. The Principal guarantees that the data specified in the Questionnaire is reliable and relate to the Payer.

3.2.8. The Principal undertakes to issue a refund of funds received from the Payer in accordance with the Law of the Russian Federation of 07.02.1992 N 2300-1 "On Protection of Consumer Rights", within 10 calendar days from the date of the relevant request. In this case, the Principal reimburses the Agent 8% of the amount received from the Payer to compensate for the costs incurred.

3.3. The Agent accepts payments from Payers, provided that:

3.3.1. When making a payment, the Payer provides information that allows the Payer and the Principal to be uniquely identified;

3.3.2. The payment is made in rubles of the Russian Federation, or any other foreign currency. In order to fulfill payment obligations, the Parties fix the ruble to foreign currency exchange rate equal to the rate of the Central Bank of the Russian Federation on the day of invoicing.

4. Remuneration and procedure of settlement

4.1. The Principal pays the Agent a fee for the execution of the order in the amount of the Tariff to which the Principal is connected. The Tariff is determined in accordance with the conditions chosen by the Principal when registering on the website <https://meleton.ru> or in the author's Personal Account in the section "Tariffs" <https://meleton.ru/plans>.

4.2. If the funds received from the Payers are not enough to withhold the agency remuneration, the Principal shall pay the remuneration within 3 (three) business days from the date of the invoice. The invoice for payment is issued through the Personal Account.

4.3. The Principal does not have the right to indicate the details of a third party for the Agent to transfer the funds due to the Principal.

4.4. The Agent transfers funds in the currency specified by the Principal (payee). All additional commissions / fees for currency transfer are borne by the Principal (payee).

4.5. The Principal's request for the transfer of funds is sent through the Personal Account.

4.6. The date of fulfillment of the Agent's obligation to transfer funds is the date when funds are debited from the Agent's current account.

4.7. The Principal undertakes to reimburse the Agent for the sums collected from the Agent by payment systems (credit institutions) for violation by the Principal of the current legislation, the

rules of international payment systems, for committing fraudulent or illegal actions. The Agent has the right to deduct the indicated amounts from the amounts due to the Principal. In the event that the funds received from the Buyers are not enough to withhold the indicated amounts, the Principal shall refund them within 5 (five) business days from the date of invoicing. The invoice for payment is issued through the Personal Account.

4.8. If the recipient of the payment is a non-resident of the Russian Federation, the Agent reserves the right to withhold additional commissions / fees.

5. Rules for refund

5.1. In case of termination of the contract on the initiative of one of the parties, by agreement of the parties or by force of law:

- before the start of the online course - the Principal returns to the Payer the paid cost of services, minus the costs actually incurred by the Principal for the provision of services under the Agreement;
- after the start of the online course - the Principal returns to the Payer the paid cost of services minus a part of the cost of services proportional to the services actually rendered before the date of termination of the Agreement. The funds withheld by the Principal are recognized by the Parties as compensation for the costs actually incurred by the Principal for the provision of services under the Agreement. The parties acknowledge that the specified amount of compensation is proportionate to the costs incurred by the Principal and is not subject to proof in the event of any disputes.

5.2. In case of early termination of the Agreement due to circumstances beyond the control of the Parties, the Principal shall return the paid cost of services to the Payer.

5.3. The refund of the cost of services (part of the cost of services) is carried out by the Principal within 10 (ten) working days after the receipt of a written request from the Payer. The funds are transferred to the account of the Payer, from which they paid for the services under the Agreement. Claims for the refund of the cost of services (part of the cost of services) are accepted by the Principal before the date of completion of the online course specified in the description of the online course.

5.4. The refund of the cost of services (part of the cost of services) to the Payer is carried out minus the commission of the bank / payment operator for making the corresponding payment.

5.5. The lack of funds in the Principal's bank account does not relieve him of liability to the Payer for the refund of the cost of services (part of the cost of services).

6. Taxation

6.1. Due to the fact that the Agent is not a source of income for the Principal, since it acts on behalf and under commission of the Principal, and the Payers are the persons from whom the Principal receives income, the Agent is not a tax agent in relation to the Principal and does not have any established tax agents of responsibilities for the calculation, withholding and transfer to the budget of personal income tax in accordance with Article 226 of the Tax Code of the Russian Federation.

6.2. In accordance with subparagraph 1 of paragraph 1 and paragraph 2 of Article 228 of the Tax Code of the Russian Federation, the Principal is obliged to independently declare and pay tax on personal income from income. If the Principal is not a citizen of the Russian Federation or is a non-resident of the Russian Federation, they are responsible for paying taxes and fees stipulated by the legislation of his citizenship.

6.3. The Agent hereby notifies the Principal that in the event the Principal carries out independent activities carried out at his own risk and aimed at systematic profit from the use of property, the sale of goods, the performance of work or the provision of services, the Principal is obliged to register as an individual entrepreneur in the manner prescribed by law. The Agent has the right to suspend the performance of the Agreement and terminate it unilaterally in the event of the occurrence of circumstances indicating the entrepreneurial nature of the Principal's actions.

7. Responsibility of the Parties

7.1. For non-fulfillment or improper fulfillment of obligations assumed under this Agreement, the Parties shall be liable in accordance with current legislation;

7.2. For late payment of the remuneration established by clause 4.1. of this agreement, the Agent has the right to charge the Principal a penalty in the amount of 0.01% for each day of delay in the transfer of funds, but not more than 10% of the overdue amount.

7.3. The Agent is not liable to the Payer for actions (inaction) of the Principal.

7.4. The Agent shall not be liable in the event of the inability to provide the Service due to a malfunction of the software and hardware used by the Agent and / or the Principal and / or the Payer, as well as communication channels provided by third parties.

7.5. The Agent is not responsible for the failure of the Principal to receive the necessary information or not to receive it within the period stipulated by the Agreement, due to technical problems in the Principal's network, as well as due to malfunctions in the operation of the Site and / or the network and due to maintenance work on the Site.

7.6. The Principal undertakes to reimburse the Agent for all losses incurred in the event the Payers and / or other persons filed any claims and / or lawsuits against the Agent related to the quality of the services provided by the Principal, the validity and conditions or other circumstances for which the Principal is responsible. In addition, the Principal undertakes to negotiate at his

own expense with the persons who filed claims and / or lawsuits, as well as to act on the side of the Agent in court.

7.7. The Principal undertakes to reimburse the Agent for all losses incurred as a result of the Agent's return to the Payer of the funds paid by him, caused by the recognition by the paying agent of the Agent and / or the credit institution of the payment made by the Payer as part of the Transaction as a fraudulent transaction.

7.8. For violation by the Principal of the obligation provided for in clause 3.2.6., The Principal shall pay a fine of 10,000 rubles for each violation.

8. Force majeure

8.1. The Parties shall be held harmless for partial or absolute default on their respective obligations under the Agreement, if such default was a consequence of the onset of extraordinary and unavoidable circumstances of insuperable force under the given conditions, which the Parties could neither foresee nor prevent by reasonable measures and if these circumstances directly affected execution of this Agreement and occurred after execution of the Agreement (force majeure). In this case, the term for the fulfillment of obligations under this Agreement is postponed in proportion to the time during which such circumstances were in effect, as well as the consequences caused by them;

8.2. The circumstances of insuperable force include: earthquakes, floods, fires, transport accidents, riots, civil unrest, war and military actions, publication of regulatory acts of a prohibitive nature, the declaration of a default in the economic situation in the country, as well as other events beyond reasonable foresight and control of the Parties. The Party for which it became impossible to fulfill obligations under this Agreement due to the occurrence of the above circumstances is obliged to notify the other Party in writing without delay, but no later than 7 (seven) business days from the date of their occurrence. The notification must contain information about the occurrence and nature of the circumstances and their possible consequences. The occurrence of circumstances of insuperable force must be documented by a relevant government authorities;

8.3. Failure to notify and / or improper notification of the other Party by the Party, for which the impossibility of fulfilling obligations due to the occurrence of the circumstances of insuperable force, entails the loss for this Party of the right to refer to such circumstances as grounds releasing it from liability under this Agreement;

8.4. If the period of the circumstances of insuperable force exceeds 2 (two) month, either Party will have the right to terminate this Agreement.

9. Settlement of disputes

9.1. The Agreement and all legal relationships arising from it are regulated by the legislation of the Russian Federation. All disputes that arise are resolved on the basis of the legislation of the Russian Federation.

9.2. The Parties commit to settle all disputes, disagreements and claims that may arise in connection with the execution, termination, or invalidation of the Agreement, through negotiations. The Party that has any claims and / or disagreements shall send a message to the other Party indicating the claims and / or disagreements that have arisen;

9.3. Within 15 (fifteen) business days from the date of receipt of the message specified in clause 9.2 of the Agreement, the Party that received it is obliged to send a response to this message.

9.4. If the reply to the message is not received by the Party that sent the message within 30 (thirty) calendar days from the date of sending the corresponding message, or if the Parties do not come to an agreement on the claims and / or disagreements that have arisen, the dispute shall be submitted for consideration to the Arbitration Court of the city of Moscow, or to a court of general jurisdiction at the location of the Agent.

10. Confidentiality

10.1. The fact of the conclusion of the Agreement is not considered by the Parties as confidential information.

10.2. The Parties undertake not to disclose information about the terms of the Agreement, as well as other information received by the Parties in the course of fulfilling their obligations under the Agreement, unless the consent to disclose information is made in writing and signed by the Parties.

10.3. The Parties agree that clause 4.1. of the agreement is confidential information. The party that violated the non-disclosure clause shall pay a fine in the amount of 5,000 (five thousand) rubles.

10.4. It is not a violation of confidentiality to provide confidential information at the legal request of law enforcement or other authorized state bodies and officials in the cases and in accordance with the procedure provided for by the applicable legislation of the Russian Federation.

10.5. In order to comply with the provisions of the Federal Law "On Personal Data" dated July 27, 2006 No. 152-FZ, the Principal undertakes to obtain from the Payers unconditional consent to the processing of their personal data, including the surname and name, telephone number, e-mail address, as well as to obtain consent to transfer the above data to third parties for the purpose of using the data for marketing, advertising and information purposes, including: informing about contests and promotions; sending out news and business offers.

11. Final provisions

11.1. This Agreement comes into force from the moment of its acceptance by the Principal and is valid for a year. If, within 30 (thirty) calendar days before the expiration of the specified period, none of the Parties declares in writing the termination of this Agreement, the latter shall be deemed prolonged each time for a new period equal to one year under the same conditions;

11.2. Either party has the right to withdraw from the performance of the agreement by notifying the other party in writing at least 20 (twenty) days prior to the date of termination. In this case, the agreement is considered terminated from the date specified in such notification. Termination of the agreement does not automatically entail the repayment of debts incurred before the termination date. The Agent has the right to withdraw the offer in accordance with Art. 436 of the Civil Code of the Russian Federation. In case of withdrawal of this Agreement by the Agent during its validity period, this Agreement is considered terminated from the moment of withdrawal. The withdrawal is carried out by posting the relevant information on the Site.

11.3. In the event of termination of the Agreement unilaterally out of court on the initiative of one of the Parties, the Party that has expressed a desire to terminate the Agreement is obliged to send the other Party a written notice of termination 30 (thirty) calendar days before the date of the planned termination.

11.4. All issues not regulated or not fully regulated by the Agreement are governed by the legislation of the Russian Federation.

11.5. The invalidity of one or more clauses of this Offer, if such invalidity is established by a court, does not entail the invalidity of this Offer.

12. Agent details

Name: IT Kantara Group OÜ

Location address: Harju maakond, Tallinn, Lasnamäe linnaosa, Punane tn 68-170, 13619

PSRN: 1197746603780

TIN: 7722480101

IEC: 772201001

Requisites:

Beneficiary bank: JSC "Tinkoff Bank"

current account: 40702810510000589347

BIC: 044525974

correspondent account: 30101810145250000974