

If for any reason you do not agree with the terms and conditions of this Agreement/Offer, Privacy Policy, do not use the web site <http://uxwithjanda.com/> and do not register on it.

*Moscow*

*Effective Date: June 13, 2018*

**USER AGREEMENT  
(PUBLIC OFFER FOR CONCLUSION OF THE AGREEMENT)**

In accordance with the provisions of Article 435 and paragraph 2 of Article 437 of the Civil Code of the Russian Federation (hereinafter, the “Civil Code”), this user agreement is a formal proposal (public offer) of SKILLBOX LLC (OGRN 1177746566140), hereinafter referred to as the “Contractor”, to enter into this user agreement (hereinafter, the “Offer” and/or the “Agreement”) to any person (an individual over 18 (eighteen) years old), which uses the web site <http://uxwithjanda.com/> on the Internet and accepts the present Offer on the terms and conditions specified below, hereinafter referred to as the “Client”, and collectively hereinafter referred to as the “Parties”.

This Agreement concluded by acceptance of this Offer is governed by the rules of civil law on the accession agreement (Article 428 of the Civil Code) as the terms and conditions of this Agreement are defined by the Contractor in the present Offer and may be accepted by any person only by way of joining this Agreement as a whole, without any exceptions and limitations.

This Offer becomes effective upon publishing on the Internet at the address: <http://uxwithjanda.com/>. The Contractor has the right at his own discretion to amend the terms and conditions of the Offer or withdraw it at any time in accordance with the procedure set forth in this Agreement.

If the Contractor amends the terms and conditions of this Offer, such amendments shall become effective from the moment of publishing the amended terms and conditions of the Offer on the Internet at the address: <http://uxwithjanda.com/>, unless otherwise is specified by the Contractor in an appropriate notice of amendments.

In accordance with paragraph 2 of Article 438 of the Civil Code, the acceptance of this Offer shall be deemed as concluding the Agreement on the terms and conditions specified in the present Offer. The Client is deemed to have entered into the Agreement with the Contractor for the access to the content of the Site/library (subscription) through the acceptance of the terms and conditions of this Offer (acceptance) in their entirety and without reservation by performing the following actions:

- ∨ Familiarization with the terms and conditions of the present Agreement;
- ∨ Registration on the web site <http://uxwithjanda.com/> on the Internet: entering valid and up-to-date data, unique login (e-mail address), name and surname in the registration form, password; putting of the appropriate mark on the acceptance of the terms and conditions of this Agreement and the Privacy Policy. We would like to draw your attention to the fact that without registration and putting the appropriate mark on the acceptance (consent) of this Agreement and the Privacy Policy, the access to the library with master classes, webinars and video lectures is not provided (familiarization access);
- ∨ Verification of the e-mail address by clicking the link sent to the e-mail address specified during the registration. The registration on web site <http://uxwithjanda.com/> on the Internet is considered as passed and

the terms and conditions of the Agreement are binding (accepted) for the registered user from the moment of clicking the link.

The Client acknowledges and agrees that the amendments to the present Offer shall entail the amendments to the concluded and valid Agreement between the Contractor and the Client; such amendments to the Agreement shall take effect simultaneously with the entry into force of the amendments to the Offer. Failure of the Client to take actions for familiarization with conditions and (or) amendments to the present Offer shall not constitute grounds for the Client's failure to fulfill the obligations and comply with restrictions established by this Agreement.

## TERMS AND DEFINITIONS

The terms listed below shall have the following meanings in this Agreement unless otherwise expressly arising from the text:

**Confidential information** – information, including data on hardware and software, screens, technical specifications, designs, plans, layouts, prototypes, discoveries, research, development, methods, processes, procedures, courses, master classes and webinars, improvements, “know-how”, configurations, marketing techniques, as well as on plans, technical and commercial information, materials in oral, demonstration, written, graphic or machine-readable form, which was not published and is not available to the general public and (or) trade, and which is kept as confidential and proprietary information of the disclosing Party.

The administration and the owner of the web site is Skillbox (SKILLBOX LLC) (hereinafter – the “Administration”) - INN (tax identification number) 9701078611, OGRN (Primary State Registration Number) 1177746566140.

**Internet web site located at the web address** (hereinafter, the “Site”) – software and hardware complex of the Contractor located at the web address: <http://uxwithjanda.com/> containing the complex information, texts, graphics elements, design, images, photo and video materials (audiovisual works) and other objects of intellectual property as well as computer programs contained in the information system ensuring the availability of such information on the Internet, trademark, etc., which belong to the Contractor in full. The Client's use of the Site, its content and components (both in full or in part) and other software solutions developed by the Contractor does not entail the transfer of intellectual property rights neither in whole nor in part to the Client and (or) any third party. The Site is an Internet resource designed to provide the Client with access to information materials (Site's content) for the purpose of self-education of the Client on the chosen topics.

**Works** – works as they are defined in Article 1259 of the Civil Code, posted on the Site, rights to which belong to the Contractor (hereinafter – the “Works” and (or) “information content”, “content”) including video lectures, master classes, webinars, video lessons (information library). The Client may have to comply with the technical specifications specified on the Site to access certain webinars and master classes.

**Registration** – registration process on the Site, which requires the Client to fill out the registration form, leave personal data, assign login (username) and password to enter the User Account on the Site. All information provided by the Client upon entering into the Agreement shall be accurate. During the entire period of services the Contractor is entitled to request additional information and (or) to require confirmation

of data provided by the Client in case of any doubts regarding the accuracy of the provided data. The request shall be sent to the Client's e-mail address specified during the registration.

**User Account** – sub-section of the Site containing information about the Client, including, but not limited to personal and contact data of the Client, e-mail address and other data necessary for the provision of services under this Agreement. The User Account displays the information about started and completed stages of the Client's self-education, partners and curators, payments made for accessing the library of Works, which is the content of the Site. In the User Account the Client is able to message the Administration's representatives and curators. In the User Account the Client can pay for the access to the Site's content in accordance with the Tariffs specified in this Agreement.

**Tariffs** – actual systemized list of services provided by the Contractor with the exact prices published on the Internet at the address: <http://uxwithjanda.com/>.

**Corporate Client** – a person (including representatives of legal entities) who has gained access to the Site content for the End User through the Site. The Corporate Client has neither access to the Site's content nor the possibility to pay for access to the Site content for independent access thereto. The Corporate Client is entitled to place an order for access to the Site content for an unlimited number of the End Users. The cost of such access becomes available to the Corporate Client upon the completion of the selection of the number of the End Users and the term of providing access to the Site. The Site Administration sends a message for the order confirmation to the Corporate Client by placing the order using the e-mail address specified in the application. The method of payment is agreed between the Corporate Client and the Site's Administration via exchange of e-mails.

**End User** – an individual, who registered on the Site for the purpose of getting access to its content, for whom the Corporate Client has paid for such access under the terms and conditions of this Agreement.

Other terms and definitions found in this Agreement shall be interpreted by Parties in accordance with the legislation of the Russian Federation and common rules of interpretation of the relevant terms formed on the Internet.

## **1. SUBJECT OF THE AGREEMENT**

1.1. The Contractor grants the Client for a fee the right to use the Site by using of personal computers and mobile devices with Internet access as well as provides the Client with access to the Site's content, including the library of Works for self-education and consultations conducted by the curator regarding the Site's content and independent tasks made by the Client on the terms and conditions of this Agreement. The access to the Site's content is provided on a phased basis; the sections and materials are opened to the Client consecutively upon the completion of independent tasks by the Client, the purpose of which is to consolidate studied material. The Client is provided with the full access to the entire content of the Site upon the completion of all tasks and materials without having to go through the relevant tasks again for a period of time at the discretion of the Contractor subject to the Client's fulfilling obligations under this Agreement. The Client undertakes to accept the terms and conditions of this Agreement, the Privacy Policy and to pay for access to the Site's content in accordance with the terms and conditions of the Agreement.

1.2. The Contractor is a participant of the Skolkovo project and provides services under this Agreement within the framework of the commercialization of the results of its research and developments in the

direction of the strategic computer technology and software. The services under this Agreement are provided using the “<https://courselle.com/>” platform.

1.3. The Contractor provides the Client with access to the Site’s content through the web interface upon the completion of appropriate registration procedure on the Site and payment of the Contractor’s services by the Client in accordance with Section 4 of this Agreement.

1.4. The Site and its content are offered for the Client’s use on the “as is” basis. No warranties are included or provided except for expressly stated in this Agreement.

1.5. The Client and the End User are obliged to ensure the confidentiality and security of login and password used to access the Site’s content. In case of loss or unauthorized access to login and password by third parties, the Client and (or) the End User shall immediately inform the Administration about it by sending an appropriate notice to the e-mail address: [alexandra.tarsakova@skillbox.ru](mailto:alexandra.tarsakova@skillbox.ru).

Until such notice is sent, all actions are deemed to be performed by the Client and (or) the End User. The Client and (or) the End User shall under no circumstances provide his/her login and password used to access the Site’s content to third parties.

1.6. The Site’s content includes, in particular, video lectures, master classes, webinars, tasks and tests for the Client to check learned information provided in the video lecture, webinar and/or master class. The positive result of testing is that the Client chooses the correct answer from among the suggested ones. In case of positive test results, the Client is granted with the certificate of completed self-education in the form of studying the Site’s content with the indication of the subject, as well as name and surname of the Client in accordance with personal data specified in the User Account.

1.7. The Contractor’s services for providing access to the Site’s content to the Client, who paid for such access, shall be deemed to be rendered upon expiration of the subscription (access) to the Site’s content, paid by the Client in accordance with the selected tariff.

1.8. The Contractor’s services shall be deemed to be properly rendered and accepted by the Client if no reasoned objection to the quality and scope of such services is claimed by the Contractor within 3 (three) business days from the moment of subscription (access) expiration through the User Account or by sending an appropriate claim to the e-mail address of the Administration specified on the Site.

1.9. Access time of the course - one year after purchasing at the address: <http://uxwithjanda.com/>.

## **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **2.1. The Contractor shall:**

2.1.1. Provide services in accordance with the terms and conditions of this Agreement.

2.1.2. Grant access to the Site’s content, including video lectures, master classes, webinars, video lessons for the purpose of self-education of the Client through familiarization, study and use of the Site’s content upon the full payment for the Contractor’s services for 1 year after purchasing a course.

2.1.3. Provide consulting support to the Client on the work of the Site on the business days from 10 a.m. to 7 p.m. during the entire term of this Agreement. All support-related questions shall be sent to e-mail address: [alexandra.tarsakova@skillbox.ru](mailto:alexandra.tarsakova@skillbox.ru).

2.1.4. Provide information support to the Client on studying of the Site’s content during the entire term of this Agreement by consulting in response to the Client’s request sent using the appropriate feedback form located in the User Account in a manner specified in this Agreement.

2.1.5. In case of detection of errors/defects in the technological part of the Site made by the Contractor or due to the Contractor's fault, fix the detected errors/defects using its own resources and at its own expense.

2.2. The Contractor is entitled to:

2.2.1. Attract third parties for providing services specified in this Agreement without the consent of the Client. In such case the Contractor shall be liable to the Client for the quality and timeliness of the services performed by third parties as for its own.

2.2.2. Request from the Client all the necessary information, documentation, etc. for the proper fulfillment of the obligations under this Agreement.

2.2.3. Amend the cost of its services with prior notice on it on the Site. Such change shall not apply until the end of the service period paid by the Client.

2.2.4. The Contractor reserves the right to post on the Site advertising and information messages related to projects, products, activities and other services provided by the Contractor. Advertising and information messages are posted in the form of full-screen layouts or animated videos giving users the ability either to click it/follow the link to a web site or minimize/close such message.

2.2.5. Suspend the work of the Site to conduct necessary routine maintenance and repair works on the technical resources of the Contractor as well as non-routine maintenance works in emergency situations for up to 48 (forty-eight) hours with a total average annual accessibility of at least 0,95%.

2.2.6. Interrupt the work of the Site due to, in particular, inability to use information channels not owned by the Contractor, as well as action or failure to act of third parties that directly affect the work of the Site, including cases of emergency situations. The Contractor shall not be liable to or indemnify losses and/or lost profits to the Client, including those incurred by the Client and/or third parties due to disclosure, loss by the Client of theft of the Client's account/registration data, as well as accrued or potential losses of the Client due to delays, failures or inability to use in full resources and services of the Contractor caused by the aforementioned reasons.

2.2.7. Make amendments and supplements to this Agreement and the Tariffs by publishing such amendments and supplements on the Site, subject to the provisions of the Clause 2.2.3 of the present Agreement.

2.2.8. The Contractor has the rights to update content, the functionality of the Site at any time at its own discretion. At the same time the Contractor shall make all reasonable efforts to carry out such updates outside normal working hours, on weekends and/or public holidays in order to avoid interruptions in the work of the Site.

2.2.9. In case of termination of the Agreement or termination of provision of services to the Client, the Contractor is entitled at any time and without prior notice and consent of the Client to delete all data provided on the Site without the possibility of its recovery. The Contractor shall be exempted from any obligations related to the Client's data.

2.2.10. Provide additional services to the Client.

2.2.11. The Contractor has the rights at its own discretion in relation to the Works and the Site's content to change the topics of individual lectures, webinars, their content, quantity, name and type of materials, dates and times of the respective master classes, webinars, etc., their duration, as well as replace the curators for individual master classes, webinars, etc. It is understood that the Contractor guarantees such changes in

no way will deteriorate the quality of the provided services. Information on such changes shall be published on the Site immediately prior to the commencement of the appropriate webinar, master class, etc. wherein such changes occurred.

2.3. The Client shall:

2.3.1. Timely Pay to the Contractor in full the fee of the services for providing access to the Site's content.

2.3.2. Timely provide complete, accurate and correct information relating to the subject of this Agreement (including, all data necessary for registration).

2.3.3. The Client undertakes not to upload, publish or distribute any materials and information that discredit third parties or in any way violate the legal rights (for example, privacy rights, intellectual rights and copyrights, etc.) of third parties. The Client shall use the Site and its content in good faith, without violating the laws of the Russian Federation, rights and freedoms of third parties, moral and ethical norms. The Client shall not publish, post, distribute any materials and information deemed by the Contractor as obscene and/or sexually explicit. The Client shall not publish, post, distribute any materials and information that incite hatred toward groups of individuals based on race, social status, religion, sex, age and (or) sexual identity. The Client shall not publish, post, distribute any materials and information that mislead third parties. The Client shall not use the Site to promote suicide, to upload, store and distribute information describing the methods of suicide or any incitement to commit it; information on drugs and psychotropic substances, including information on the distribution of drugs, recipes for their manufacture and advise on use, as well as indicate to the location of such information in whatever form and by whatever way (including, by placing a link).

2.3.4. The Client undertakes not to upload or otherwise make available to the public the Works, which are the content of the Site and other results of intellectual activity of the Contractor or other copyright holders without explicitly expressed written consent of the copyright holder/the Contractor, as well as indicate the location of such information in whatever form and by whatever way (including, by placing a link).

2.3.5. By entering into this Agreement, a person accepted this Offer acknowledges and agrees that he/she has reached the age of entering into this Agreement and understands that he/she bears full responsibility in case of harm and (or) damage to third parties resulting from the use of the Contractor's Site, its content and (or) other software.

2.3.6. The Client undertakes to comply with the requirements of the current legislation, as well as requirements imposed by the Contractor and relevant resources in connection with the provision of services under this Agreement.

2.3.7. Independently monitor all amendments to the terms and conditions of the present Agreement by reviewing the content at the address: <http://uxwithjanda.com/>.

2.3.8. Access to the Site's content is granted to the Client, who has paid in the manner specified in this Agreement for the subscription (access) to the Site's content within the term of such subscription through the User Account.

2.3.9. The Client undertakes to familiarize with the latest version of this Agreement at each subsequent visit to the Site prior the use of the User Account. Continued use of the Site and the User Account shall be considered as the Client's acceptance of the terms of the latest version of the Agreement. If the Client does

not agree with the latest version of the Agreement, he/she shall cease to use the Site. In case the Client has paid for access to the Site's content and does not agree with the latest version of the Agreement, such Client is obliged to notify the Administration by sending a message to the e-mail address: [alexandra.tarsakova@skillbox.ru](mailto:alexandra.tarsakova@skillbox.ru). In this case the Client may use the Site until the expiration of the current subscription provided that the subscription is not renewed for the new term. The Client shall cease to use the Site or agree with the latest version of the Agreement upon the expiration of the paid subscription. It is understood that the continued use of the User Account and/or the Site's content shall be deemed as the Client's acceptance of the terms of the latest version of the Agreement.

2.4. The Client is entitled to:

2.4.1. Receive advisory support on issues related to the running of the Site throughout the entire term of this Agreement (from the date of its conclusion).

2.4.2. The Parties may amend and supplement the list of services by mutual agreement. All amendments and supplements shall be specified in separate agreements or be subject of a new agreement.

2.5. The Client represents and warrants that he/she:

2.5.1. has read and agreed on the terms and conditions of this Offer , Tariffs and the Privacy Policy published on the Site.

2.5.2. agrees not to refer to impossibility to perform properly his/her obligations under this Agreement or impossibility to receive services from the Contractor as well as to refuse the Contractor's services on the grounds of disagreement with the terms of present Offer, Tariffs and/or Privacy Policy due to their unwritten form sealed and signed by the Parties.

2.5.3. unconditionally agrees and acknowledges that statistical data on the Client's access to the Site generated by software of the Contractor's Site shall be sufficient and legitimate proof of the provision of any service by the Contractor through the Contractor's Site.

2.5.4. confirms its acceptance of the fact of the transition and (or) keystroke, as well as entering information and other actions with the Client's data performed using authentication and other sections of the Site provided by the Contractor, including the User Account, shall be deemed as implicative actions performed by the Client to register, authorize, and (or) enter necessary data in accordance with the name, content, cost and terms of the services, as well as other actions associated with the Client. All actions performed using the Client's data and the User Account shall be considered as the actions of the Client being the undubtable evidence of the Client's will.

### **3. TERMS OF PROVISION OF SERVICES**

3.1. The Contractor starts to provide services under this Agreement from the moment of the Client's registration, receipt of the necessary information by the Contractor and receipt of payment due to the tariff selected by the Client. The Contractor shall not proceed to provide services pursuant to this Agreement until the Client fulfils its obligations under this Agreement.

3.2. Services for which the Client has registered but not paid will be displayed in the User Account as unpaid. Services for access the Site's content for which the Client has registered and paid will be available in the User Account in full, with all relevant materials, including upcoming and completed lessons.

3.3. Each lesson is a webinar/video lecture and (or) master class, for which the date and time are displayed on the corresponding page of the Site, as well as other materials, including tools for testing of the

acquired knowledge in the form of tests/practical works. The Client's participation in a webinar, viewing a video, access to materials and passing tests are performed through the User Account.

3.4. After each lesson involving practical work the Client shall do the practical work and send the results to the curator through the User Account within 5 (five) business days from the date of the lesson. The curator gives feedback to the practical work done by the Client through the User Account within 48 (forty-eight) hours from the moment of its receipt or from the moment of receipt of the Client's comments. In case of public holidays, other event or force majeure circumstances impeding timely review of the practical works, review period may be extended. The Contractor shall notify the Client of such by posting information on the site: <http://uxwithjanda.com/>.

3.5. With regard to the lessons, educational materials containing the list of references recommended for the Client to comprehend information studied in a certain lesson may be provided. It is acknowledged and understood by the Parties that such list of references is not an advertisement.

3.6. Upon the completion of tests, the curator sends the results of completed practical works and after the receiving appropriate comments from the curator, the Client is provided with a certificate of completed self-education in the form of studying the Site's content with the indication of the subject, as well as name and surname of the Client in accordance with personal data specified in the User Account. The certificate shall be sent to the Client's postal address specified in the User Account within 1 (one) week after performing all required tests/providing the practical work.

#### **4. COST OF SERVICES AND PAYMENT PROCEDURE**

4.1. The cost of the services, the Contractor's Tariffs and payment procedure are determined in the "Tariffs" section of the Site at the address: <http://uxwithjanda.com/>. The services are provided to the Client on the basis of prepayment.

4.2. Payment shall be made in the amount of 100% (one hundred percent) of the cost of the selected tariff (advance payment) in rubles within 3 (three) banking days from the date of the application for access to the Site's content. The date of fulfilment of obligations for payment of the Contractor's services by the Client is the date of the receipt of funds on the Contractor's current account. The funds transferred by the Client shall be considered as credited to the Contractor's current account subject to the receipt by the Contractor of the confirming payment documents from the bank identifying the Client's payment.

4.2.1. When paying for services on the Site, the Client is automatically redirected from the User Account to the page of the payment system to pay for services at the selected tariff. Payments are accepted using payment systems specified on the Site.

4.3. Invoicing for crediting funds to the Contractor's current account and provision of Acts are carried out in the following order:

- The invoice for payment is automatically generated by the Contractor upon the completion of the application filling procedure and the selection of the tariff by the Client/ the Corporate Client on the Site. The invoice is sent to the Client/ the Corporate Client by mail in response to the request sent to the Contractor's e-mail address: [alexandra.tarsakova@skillbox.ru](mailto:alexandra.tarsakova@skillbox.ru).
- The Act on the provided services (hereinafter – the "Act") is drawn up by the Contractor and sent to the Client/ the Corporate Client by mail in response to the request sent to the Contractor's



e-mail address: [alexandra.tarsakova@skillbox.ru](mailto:alexandra.tarsakova@skillbox.ru) not later than one month after the receipt of funds to the Contractor's current account.

- If no substantiated objection is made by the Client/ the Corporate Client in writing to the provided services within 3 (three) business days from the date of sending the Act, the Parties therefore acknowledge the Act as signed and services as provided in full accordance with the terms and conditions of the present Agreement.

4.4. Depending on the date of payment, the cost of access to the Site's content may vary due to provision of discounts on certain tariffs granted by the Contractor. Information on current discounts is provided to the Client at the time of filling the application for the provision of services through the Site.

4.5. The Client also has the possibility to pay for the selected access using the details specified in the message sent by the Administration to the e-mail address upon the completion of registration and choosing the payment method by the Client. The aforementioned message shall contain the web link to the payment receipt or the sample of such. In such case the payment is made by the bank transfer of funds in Russian rubles to the bank account in accordance with the details specified in the message and/or the payment receipt within the term specified in Clause 4.2. of the present Agreement.

4.6. The Client has the right to cancel the services (subscription) within 14 (fourteen) days from the date of payment by sending the request to the Administration to the e-mail address: [alexandra.tarsakova@skillbox.ru](mailto:alexandra.tarsakova@skillbox.ru). The Administration shall make a refund in full in accordance with the bank details of the payer of such funds withholding banking, credit institutions and relevant payment systems refund fees. Refunds are made within 30 (thirty) calendar days from the date of receiving by the Administration the appropriate request from the Client and (or) the Corporate Client, and it is understood that access to the Site's content for such Client and/or the End User is terminated within 1 (one) business day from the date of receipt the refund request by the Administration.

## **5. INTELLECTUAL PROPERTY**

5.1. All rights to the results of intellectual activity (the Site, the Works, Site's content and other computer software developed by the Contractor) lawfully and in full belong to the Contractor and/or its affiliates. The Client's use of the Site, its content and the Works, and other software solutions and (or) software developed by the Contractor shall not entail the transfer of exclusive rights and (or) ownership on such results of the intellectual activity in any extent (neither in full nor in part) to the Client and (or) any third party. No rights to any content of the Site, including but not limited to audiovisual works, text and graphics materials, computer software, trademarks shall be transferred to the Client as a result of using the Site and entering into this Agreement.

5.2. In order to fulfil the obligations under the Agreement, the Contractor upon the receipt of the Client's acceptance and payment according to the selected tariff, gives to the Client and/or the End User on the terms of a simple (non-exclusive) license the right to use the Site and its content developed by the Contractor for the purpose of self-education for the term of the provision of services (term of the subscription) in accordance with the tariff selected by the Client, in the extent specified below:

- use the Site and its content for its functional purpose: familiarization with the Site's content for the purpose of self-education.

5.2.1. The Client and/or the End User shall not:

- adapt and (or) in any way modify (make any changes) the Site and its content and (or) other software of the Contractor;
- reproduce the software and (or) the Site and its content, and (or) other software of the Contractor in any form and in any way, including by recording to the computer memory;
- reproduce and (or) distribute (including by the sale, copy or rental of copies) the Site and its content and (or) other software of the Contractor (including, for a fee), including as part of the collections of software products;
- give the right of access and/or use of functionality of the Site and its content and (or) other software of the Contractor to third parties;
- translate, process (modify, decompile, disassemble, decrypt and perform other actions with the object code and (or) other elements of software and (or) the Site and its content for the purpose of obtaining information on the implementation of algorithms used in software);
- in any way modify the internal protection mechanism of software and (or) the Site and its content;
- copy software and (or) the Site and its content with a deliberately eliminated or damaged internal protection mechanism of software, as well as use of such software is illegal and liable;
- in any way use the Site and its content and (or) other software of the Contractor, which violates international laws or laws of the Russian Federation. Any such actions shall be the sole responsibility of the person committing them;
- use any automated devices, software, algorithms, methods performing the functions similar to those of access, copying and monitoring of any part of software and (or) the Site and its content;
- carry out actions aimed at destabilizing the functioning of the Site and its content, attempt unauthorized access to managing the specified software components and solutions or their closed sections (including those sections, access to which is permitted only to the Contractor), as well as do any similar actions;
- copy and/or distribute any information (including parts and elements of lessons, articles, webinars, video lectures, master classes, text materials and other content (the Works) without limitation) obtained on the Site, unless such function is expressly provided on the Site;
- use information obtained on the Site for commercial activities, making profit or for using it in any way contrary to law, with the exception of knowledge acquired on the basis of information obtained in accordance with the Agreement;
- post personal data of third parties without their consent on the Site, including home addresses, phone numbers, passport details, e-mail addresses;
- post commercial advertising, commercial offers, agitation information and any other unreasonably persistent advertising on the Site, unless placement of such information is agreed with the Administration;
- insult and in any other way violate the rights and freedoms of other users of the Site, third parties, as well as groups of persons;
- use coarse language, post or distribute information containing incitement to riots, extremist activities, participation in mass (public) events held in violation of the established procedure, distribute information necessary to obtain the results of the intellectual activity.

5.2.2. Except for the use to the extent and ways expressly provided for in Clause 5.2 of the present Agreement, the Client shall not use the Site and its content and (or) its parts.

5.2.3. Fees are included in the cost of the tariff for access to the Site's content paid by the Client in the manner specified in Section 4 of this Agreement.

5.3. The Agreement is not a sale and purchase agreement. Software and the content of the Site without limitation, including all revisions, corrections, modifications, additions, updates and/or improvements and content, as well as related technical/operational documentation are not for sale, and are and shall remain the exclusive property of the Contractor.

5.4. In case of a breach of the terms of a simple (non-exclusive) license to use the Site and its content, the Client loses rights granted by the Contractor to use the specified results of the Contractor's intellectual activity, from the moment of such breach the Contractor has the right to claim damages.

## **6. LIABILITY AND GUARANTIES OF THE PARTIES**

6.1. The Parties shall rely upon the laws of the Russian Federation with regard to all issues arising from the performance of this Offer and not governed by it.

6.2. The Contractor shall not be legally, materially or otherwise liable for the content, quality, timeliness and compliance with applicable laws of the information, materials provided by the Client and/or the End User. The Contractor shall not be involved on any side and in any circumstances in legal disputes between the Client and/or the End User and third parties. The Client and/or the End User shall be solely responsible to third parties in case of any claims from the latter.

6.3. The Contractor shall not be liable for claims from the Client and/or the End User to the quality of the Internet connection related to the quality of the functioning of the networks of Internet providers, functioning of hardware and software of the Client and/or the End User and other circumstances outside the Contractor's competence.

6.4. The Client confirms that the present Agreement and its execution shall in no way entail the transfer to the Client and/or the End User of any rights to the Site and its content belonging to the Contractor.

6.5. In case of violation of the terms and conditions of this Agreement by the Client and/or the End User, the Contractor reserves the right to deactivate and remove access to the User Account of the Client and/or the End User, as well as block access of the Client and/or the End User to the Site.

6.6. The Client and/or the End User guarantees the provision of accurate information under this Agreement.

6.7. The Client and/or the End User guarantees that at the time of entering into the present Agreement he/she is not bound by any agreement or contract with third parties that may fully or partially prevent in any way the fulfillment of all provisions of this Agreement by the Parties.

6.8. The Client and/or the End User guarantees that in case of claims or disputes regarding the violation of the rights of third parties in connection with the Client's use of the Site, he/she undertakes to settle claims or actions of persons by himself/herself at his/her expense, to take all necessary actions to exclude the occurrence of damages and costs for the Contractor.

6.9. The Client and/or the End User shall be liable for any action or failure to act, both intentional and unintentional, as well as any action or failure to act on the part of persons using his/her login credentials, in connection with posting and/or distributing of information on the Internet, obtaining access to resources of

third parties through the use of the Contractor's resources, that caused and/or may result in violation of any law of the Russian Federation, as well as for any damage caused by the aforementioned action and/or failure to act to the Contractor and third parties. The Contractor shall not be liable for such action and/or failure to act on the part of the Client and/or the End User or persons using his/her login credentials, as well as for the consequences of such action and/or failure to act.

6.10. The Contractor shall be liable to the Client only within the limits of paid but not provided services. The Contractor shall not be financially liable to the Client and shall not return funds paid under this Offer to the Client in case services were not provided due to the fault of the Client and/or the End User, in particular, the breach of the terms and conditions of the present Agreement.

6.11. The Contractor shall not be liable for failure or non-fulfillment of its obligations under this Agreement, as well as for possible damages resulting from:

- illegal actions of Internet users aimed at breaching information security or normal functioning of the Site and (or) other software;
- failures of the Site and (or) other software caused by errors in the code, computer viruses and other extraneous fragments of the code in software;
- lack (impossibility to establish, termination, etc.) of Internet connections;
- carrying out operational search measures within the system by state and municipal authorities, as well as other organizations;
- establishment of state regulation (or regulation by other organizations) of economic activities of commercial organizations on the Internet and/or establishing occasional restrictions by aforementioned subjects that make it difficult or impossible to perform the present Agreement;
- other cases related to the action (failure to act) of Internet users and/or other subjects aimed to worsening the overall situation using the Internet and/or computer facilities;
- use (inability to use) and any consequences of such use (inability to use) of the form selected by the Client of payment for services under the Agreement.

6.12. In case of violation of the terms and conditions of this Agreement by the Client and/or the End User, the Contractor is entitled to suspend the provision of services until the Client eliminates the violations and recover (compensate) damages caused to the Contractor by such violation in full, and/or to terminate the Agreement by the corresponding notice to the Client/ the Corporate Client to the e-mail address of the Client/ the Corporate Client specified during the registration on the Site. It is understood that violation of the terms and conditions of this Agreement by the Client that resulted in adverse consequences for the Contractor (including, damages, administrative and other liability, warnings of law enforcement and other executive authorities, claims of third parties) constitutes grounds for the Contractor to terminate access to the Site for the Client and/or the End User, provided that funds on account of subscription (access) to the Site content are not subject to return and shall be a penalty for the Client's actions over other losses.

## **7. TERM AND TERMINATION OF THE AGREEMENT**

7.1. This Agreement shall come into force from the moment of its acceptance by the Client and shall continue in full force until the Parties fulfill their obligations hereunder (within the term of the paid subscription) and (or) until its termination in accordance with the terms and conditions of the Agreement.

7.2. This Agreement may be early terminated:

- by the mutual writing consent of the Parties;
- in a unilateral and extrajudicial way if any of the Parties decides to terminate the Agreement in accordance with the procedure and within terms specified in this Offer.

7.2.1. The Contractor is entitled to refuse to perform the Agreement in the event of the material (including negative consequences, major violation, intent, harm and damage) breach of the terms and conditions of this Offer by the Client or the End User.

## **8. DISPUTE SETTLEMENT**

8.1. All disputes arising between the Parties from the performance of this Agreement shall be settled by negotiation.

8.2. If no agreement regarding disputes is reached between the Parties through negotiation, the dispute shall be submitted to the court at the location of the Contractor.

## **9. FORCE MAJEURE**

9.1. The Parties shall be excused from any liability for full or partial non-fulfillment of the obligations under the Agreement if the failure to fulfil the obligations resulted from force majeure circumstances that arose after the conclusion of the Agreement, or if the failure of the Parties to fulfil their obligations under this Agreement resulted from extraordinary events that the Parties could neither foresee nor prevent by reasonable measures. Force majeure circumstances include events that cannot be influenced by the Party and for the occurrence of which it is not responsible, including but not limited to war, uprising, strike, earthquake, flood, other natural disasters, fire, power supply failure occurred not due to the fault of the Parties, actions and acts of public authorities adopted after the conclusion of the Agreement and made the fulfilment of the obligations under the Agreement impossible, and other unforeseen events beyond the control of the Parties, but not limited to the mentioned.

9.2. Upon the occurrence of circumstances specified in Clause 9.1. of the present Agreement, a Party to which such circumstances apply shall within 5 (five) calendar days after the occurrence of the said circumstances inform the other Party in writing about it (including sending an e-mail and/or notifying through the User Account). The occurrence and action of the specified force majeure circumstances shall be confirmed by the competent state authorities.

9.3. Upon the occurrence of circumstances specified in Clause 9.1. of the present Agreement, the term for the fulfilment of the obligations by the Parties under this Agreement shall be proportionally postponed for the period of existence of the specified circumstances.

## **10. MISCELLANEOUS**

10.1. Unless otherwise is expressly set forth in the present Agreement, any notifications, requests or other messages (correspondence) sending by the Parties to each other shall be made in writing and shall be sent to the receiving Party by mail, registered mail, e-mail (to the address and (or) from the address of the Contractor specified herein to the address and (or) from the address of the Client specified during the registration on the Site) or with a courier, as deemed appropriate. The date of receipt of the correspondence shall be considered the time of receipt of the notification of the mail delivery, including registered mail, electronic confirmation of delivery in case of e-mail (or in the absence of such, the moment of sending the

message), or the day of delivery if the correspondence is sent with a courier. In case of consideration of disputes in court, the correspondence of the Parties by e-mail, as well as correspondence through the User Account shall be recognized by the Parties as sufficient evidence.

10.2. In case of changing the legal status, address, bank details, personal data, a Party, for which such change has occurred, shall inform the other Party within 5 (five) business days from the date of such change by written notification sent with a courier or by registered mail with acknowledgement of receipt, as well as duplicate it by e-mail. All transactions made in accordance with former details shall be considered duly performed until such notification is received.

10.3. If one or more provisions of this Offer are for any reason invalid, unenforceable, such invalidity shall in no way affect the validity of any other provisions of the Offer (Agreement), which remain in full force.

10.4. Without interfering with the terms of this Offer, the Client and the Contractor have the right at any time to draw up the service agreement in the form of a written bilateral document, sealed and signed by the Parties.

10.5. During the term of this Agreement and upon its termination the Parties undertake not to disclose and use in their own interests, as well as in the interests of any third parties, any confidential information, including business, commercial, technical and other information that may not be known to the Parties from publicly available sources, transferred from one Party to another Party, as well as information, which became known to the Parties in connection with the conclusion and performance of this Agreement.

10.6. The Client is not entitled to transfer his/her rights under the Agreement to a third party without the written consent of the Contractor.

10.7. The Client/ the End User hereby provides his/her consent to the Contractor for processing of personal data of the Client/ the End User provided during the registration, as well as provided by the Client in the User Account after registration, in accordance with the Privacy Policy published on the Site: <http://uxwithjanda.com/>.

10.8. The Client hereby pursuant to the requirements of Federal Law No. 152-FZ “On Personal Data” (as amended and supplemented) dated 27 July 2006, Federal Law No. 38-FZ “On Advertising” (as amended and supplemented) dated 13 March 2006, acting freely, by his/her own will and in his/her own interests provides consent to the Contractor for processing of personal data specified during the registration on any Site of the Contractor (skillbox.ru, skill-box.ru, designbattle.ru, tagline.ru), as well as during the registration in communities on social networks: [https://vk.com/skillbox\\_education](https://vk.com/skillbox_education); <https://www.facebook.com/SkillBox-868634889911670/>, for receiving advertising information through SMS notifications.

10.9. Personal data means any information related to the Client as an owner of personal data, including surname, name, middle name, details of the identification document, date and place of birth, residential address, contact details (home, mobile and work telephone numbers; e-mail address), as well as any other publicly available information.

10.10. The Client agrees that within the framework of processing of personal data, the Contractor shall be entitled to collect, record, systematize, accumulate, analyze, use, extract, distribute, transfer to the operators and/or any other third parties (including but not limited to: server owner companies; companies providing services for making calls, SMS texting, any other types of mailings and notifications; companies

providing services for conducting various surveys and studies, etc.), receive, process, store, clarify (update, modify), impersonate, block, delete, destruct personal data by maintaining databases in an automated, mechanical, manual way in order to:

- maintain and update the client base;
- obtain and research statistics on the quality of provided services;
- conduct marketing programs;
- do market researches;
- inform about the services offered by the Contractor, ongoing bonus activities, promotions, etc.;
- advertise and in any other way promote services on the market by making direct contacts with the Client and other consumers;
- provide technical support for the processing of information, documentation and personal data with or without automated means.

10.11. The Client agrees to receive advertising and gives consent to the Contractor and the Operators to send him/her SMS texts, as well as any other types of mailings and notifications, including advertising, using any means of communication.

10.12. The Client agrees and gives consent to the Contractor and the Operators to integrate his/her personal data into a personal data information system and process personal data with or without automated means, as well as with other software specifically designed on the instructions of the Contractor and the Operators.

10.13. The Client is hereby notified by the Contractor that the intended users of personal data are employees of the Contractor/ the Operators (as well as persons engaged under a civil law agreement).

10.14. The Client is hereby notified that:

- the present consent for processing of personal data and receiving advertising is indefinite and may be revoked by sending a written notice to the Contractor. The date of revocation shall be the day following the day of delivery of a written notice of revocation of the consent for processing of personal data and/or receiving advertising to the Contractor.

## **11. PAYMENTS. ONLINE PAYMENT USING A BANK CARD**

11.1. Our web site is connected to Internet acquiring. You can pay your Good using your Visa, MasterCard and Maestro bank card. After confirming a selected Good, a secure window will open, which provides a payment page of a CloudPayments processing centre, where you have to enter your bank card data. For an additional authentication of a cardholder, 3D Secure is used. If your Bank supports this technology, you will be redirected to its server for additional identification. For information on rules and additional identification methods, contact the The bank which has issued your bank card.

## **12. SECURITY GUARANTEES**

12.1. The CloudPayments processing centre secures and processes your bank card data according to the PCI DSS 3.2 security standard. Information is sent to a payment gateway using a SSL encryption. Any further information transfer is done on private banking networks which feature the highest reliability.

CloudPayments does not transfer your card data to us nor other 3rd parties. For an additional authentication of a cardholder, 3D Secure is used.

If you have any questions of payment done, you can contact a payment service's customer support service by e-mail [support@cloudpayments.ru](mailto:support@cloudpayments.ru).

### **13. SECURITY OF ONLINE PAYMENTS**

13.1. Your personal information you provide (name, address, phone, e-mail address, credit card number) is confidential and is not subject to disclosure. Your credit card data is transmitted only in an encrypted format and is not stored on our Web server.

We recommend you to verify that your browser is secure enough to make payments online. Please use this [special page](#).

CloudPayments guarantees the security of an online payment processing. All transactions with payment cards are done according to VISA International, MasterCard and other payment system requirements. When sending information, special security technologies for online card payments are used. A data processing is performed at a secure hi-tech server of a processing company.



### **14. RETURN OF GOODS**

14.1. According to the Government Regulation of the Russian Federation dated January 19, 1998: Upon detecting drawbacks of goods, which properties do not allow to remove them (food products, perfumery and cosmetic products, household and other products), a buyer has the right to demand a replacement of such goods with other goods of an appropriate quality or a proportional reduction of a purchase price. Instead of making claims specified, the buyer has the right to refuse a purchased good and to demand a refund a value paid for goods. Thus the buyer on request of a seller and at its expense shall return received goods of inadequate quality. Confidentiality

The Federal Law of the Russian Federation No. 152-FZ "On personal data" is the federal law which prescribes activities to process personal data.

#### 14.2. Definitions

A [www.uxwithjanda.com](http://www.uxwithjanda.com) web-based project (hereinafter a URL, "we") has strong views to confidentiality of information of customers and visitors of the [www.uxwithjanda.com](http://www.uxwithjanda.com) (hereinafter "you", "visitors of a web site"). We call information as personalized one if it includes personal data (for example full name, login or a company name) of a web site's visitor, and also information about actions made by you on a web site. (for



example a web site's visitor order with contact information). We call data as anonymous one, which cannot be unequivocally identified with a specific visitor of a web site (for example a web site traffic statistics).

#### 14.3. Use of Information

We use personalized information on a specific web site's visitor only to provide high-quality services and account these. We do not disclose any personalized data of some web site's visitors to other web site's visitors. We never make personalized information publicly available and do not transmit it to third parties. The only exception is situations when providing such information to authorized state bodies is prescribed by the current legislation of the Russian Federation. We only publish and distribute reports generated on the basis of collecting anonymous data. Such reports do not include information which would allow identifying personalized data of services' users. We also use anonymous data for an internal analysis which is designed to develop products and services.

#### 14.4. Links

[www.uxwithjanda.com](http://www.uxwithjanda.com) can provide links to other web sites which do not relate our company and belong to third parties. We do not bear responsibility for accuracy, completeness and reliability of data published on third parties' web sites. We do not commit any obligations to provide confidentiality of any information you published on such web sites.

#### 14.5. Disclaimer

We do our best to comply with this confidentiality policy, however, we cannot guarantee information integrity in case of influence of factors we do not control, due to which information can be disclosed. [www.uxwithjanda.com](http://www.uxwithjanda.com) and all information published on it is presented "as is" without any guarantees. We do not bear responsibility for adverse consequences, and also for any losses due to a restriction of access to a web site or visits of a web site and use of information published on it.

#### 14.6. Contacts

Please send all your questions relating this policy to the [alexandra.tarsakova@skillbox.ru](mailto:alexandra.tarsakova@skillbox.ru) address.

### **15. DETAILS OF THE CONTRACTOR**

Contractor:

**SKILLBOX LLC**

INN (tax identification number) 9701078611

KPP (tax registration reason code)

773101001

OGRN 1177746566140

current account: 4070281080256000220

in Alfa-Bank JSC

BIK (Russian Central Bank Identifier Code)

044525593

correspondent account

30101810200000000593

Registered address: 121205, Moscow,  
territory of Skolkovo Innovation Centre, 42

Bolshoy boulevard

bld. 1, workplace 6

Current address: 105005, Moscow, 11

Baumanskaya str.,

bld. 8, floor 1, premises 3, flat 4