

USER AGREEMENT
Skyeng Education System for University digital educational environment
Platform

Nicosia, Republic of Cyprus

Revision date 17/03/2022

Please read this User Agreement carefully, accept it in full, and express your unconditional consent to it. Consent is expressed by clicking «Register/Sign Up» button in the registration form. If you are under 18 (eighteen), by clicking «Register/Sign Up» button, you confirm that you have received the consent of your legal representatives to perform such actions.

1. GENERAL PROVISIONS

1.1. AGATON LTD. a private company limited by shares incorporated and operating under the laws of the Republic of Cyprus, registration number HE411455, address: Theseos, 9, Flat/Office 102, Aglantzia, 2121, Nicosia, Cyprus, (hereinafter – the «Administrator»), hereby offers an Internet user (hereinafter – the «User») to use Skyeng Education System for University digital educational environment (hereinafter – the «Skyeng University DEE/Platform») under the terms set forth in this User Agreement (hereinafter – the «Agreement»);

1.2. The Administrator's offer to accept the terms of this Agreement is a public offer. The User's acceptance of the terms of this User Agreement is an acceptance that entails the User's corresponding obligations to comply with the rules provided for in this Agreement.

1.3. User registration on the Skyeng University DEE means that the User unconditionally and fully accepts this User Agreement (acceptance of the offer).

1.4. The User accepts the terms of the Agreement at the time of completing registration on the Skyeng University DEE. User registration is done in accordance with section 3 of the Agreement.

1.5. If the User does not agree with this Agreement in full or in part, she/he shall refuse to register on the Skyeng University DEE.

1.6. The latest version of this Agreement is available at: <https://uniskyes.com>. The Administrator reserves the right to make changes to the terms of this Agreement at any time without notifying the User in advance of such changes. This new version comes into force at the time of publication on the Internet.

2. DEFINITIONS

2.1. Skyeng University DEE (hereinafter – the «Platform») – an interactive platform, a software product containing results of intellectual activity, including texts, graphic elements, and video materials, provided to the User for the purpose of obtaining new or developing existing skills and knowledge of English.

2.2. The Platform Service – interactive features of the Platform, a set of its tools that allow the User to access the Platform and use it effectively.

2.3. Personal Account – an account; a set of user data stored on the Platform that is necessary for identifying (authenticating) the User and providing access to their personal data and settings on the Platform. There is a separate interface with a specific set of pages, technical features, and how to use them for different categories of Users: the Teacher and the Student.

2.4. The Student – a User who is registered on the Platform and has access to the Student's Personal Account. If the User is not fully capable, registration is to be done by his/her legal representative or with a written consent of his/her legal representative; all actions performed by the Student on the Platform are performed with a consent of the legal representative. If the User is fully capable, registration and all actions performed on the Platform are to be done by the Student independently.

2.5. The Teacher – a User who is registered on the Platform and has access to the Teacher's Personal Account.

3. REGISTRATION ON THE PLATFORM

3.1. To register on the Platform and create a Personal Account, the User shall fill out the registration form at:

- For the Student: <https://uni.skyeng.ru/>
- For the Teacher: <https://uni.skyeng.ru/>

3.2. The User guarantees the accuracy of information provided and undertakes to maintain it as such for the entire period of using the Platform. The User is not allowed to enter data previously used for someone's registration.

3.3. When registering on the Platform, the User shall provide the following information: last name, first name, mobile phone number, email address, name of the educational institution, study group, and course. Next, the User shall click «Register/Sign Up» button. To complete registration, the User shall click on the link contained in a message sent from @skyeng.ru the domain to the email address specified by the User. After clicking on the specified link, registration is considered completed.

3.4. The User is granted access to the Personal Account after entering the following data — email address and password specified in a message sent to the User.

3.5. The password can be changed by the User at any time after registration in the corresponding settings of the Personal Account.

3.6. The User independently ensures the security and safety of data for access to the Personal Account and does not have the right to provide their data to any third parties without a written consent of the Administrator. If a fact of using identical data by different persons is found, the Administrator reserves the right to terminate the User's access to the Platform whose data is used by a third party.

3.7. If the User becomes aware that third parties have obtained access to the Personal Account, s/he undertakes to inform the Administrator immediately about this via e-mail: support@uniskyes.com. Until such events occur, all actions performed using the

User's Personal Account will be considered to have been performed by the User.

4. GENERAL TERMS OF USE

4.1. The Administrator does not guarantee that the Platform meets the User's expectations and understanding.

4.2. The Parties understand that the Platform is software, and the Administrator does not provide any guarantees, express or implied, that the Platform will meet requirements or expectations of the User, will meet goals and objectives of the User. Access to the Software Product is provided in accordance with the generally accepted principle of «AS IS» («as it is»). The User uses the Platform at his/her own risk. The Administrator assumes no responsibility for the compliance of the Platform with the purpose of use or the User's economic expectations.

4.3. The Administrator shall not be liable for any actions of the User related to the use of the Platform, and specifically the User is not responsible for unjustified expectations of the User from the use of the system, for any failure to reach expected performance.

4.4. The Administrator is not responsible to the User for any damage incurred by the User due to loss and/or disclosure of their data for accessing the Platform.

4.5. The Administrator ensures the basic information security of the User's data within the limits defined by the usual conditions that comply with the law.

4.6. The Administrator is not responsible for the quality of services (more specifically, data transmission services) required for work with the Platform, if they are arranged by third parties not engaged by the Administrator.

4.7. The use of certain features of the Platform can only be available for certain categories of Users: Students, Teachers.

4.8. To use the Platform: the following technical requirements should be met:

- Operating system: Windows 7/8/8. 1/10, Mac OS X 10.9, 10.10, 10.11;
- Google Chrome browser of the latest stable user version with auto-update enabled;
- RAM: 2 GB or higher, CPU: 2 core processor from 1.8 GHz;
- Internet connection speed from 1 Mbit/sec.

4.9. Access to certain Sections of the Platform may be granted for a fee. In this case, the price is specified in the corresponding license agreement.

4.10. The User is prohibited from performing the following actions when using the Platform:

- Copying and/or distributing any information received on the Platform and contained on it.
- Using information obtained on the Platform for any purpose other than training within the framework proposed on the Platform.
- Copying or otherwise distributing data and code contained in the Platform, as well as its design;
- Posting any personal data of third parties on the Platform without their consent, including residential addresses, phone numbers, passport data, and email addresses;
- Placing ads, commercial offers, campaign information, and any other information on the Platform, unless placement of such information is agreed with the Administrator;
- Changing the software part of the Platform in any way, performing actions aimed at changing its functioning and performance.
- Using abusive words and expressions when using the Platform's chat and interactive voice communication; insulting and otherwise violating rights and freedoms of other users of the Platform, third parties, and groups of individuals.

4.11. When using the Platform, the Administrator has the right to send to the User:

4.11.1. Informational messages about course of study, beginning of classes, and so on.

4.11.2. News and marketing messages: about discounts, promotions, events, including third parties, about the company's services, and the User has the right to unsubscribe of mailing lists by sending a message to the following email address: support@unisky.com.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. All intellectual property assets (IP Assets) placed by the Administrator on the Platform: trademarks, texts, design, videos, images, pictures, as well as programs, program code, and so on, are subject to the exclusive right of the Copyright Holder. All the above-mentioned assets are protected by the existing legislation of the Republic of Cyprus and international laws.

5.2. None of the IP Assets listed above can be used in any way, and specifically by copying, reproducing, processing, distributing or otherwise, without obtaining the prior consent of the Copyright Holder, if the Copyright Holder has not declared their free use in relation to such intellectual property.

5.3. If the Administrator of the Platform finds that the User violates the terms of this section, the Administrator has the right to take all necessary and legal measures to protect its interests.

6. PERSONAL DATA PROCESSING

6.1. By clicking «Register/Sign Up», I consent to processing of my personal data (if applicable) and, if applicable, personal data of my child, by the Administrator.

The consent applies to the following categories of personal data:

- last name, first name, patronymic;
- e-mail address;
- phone number;
- video content in the course of creating and transmitting video stream during a class;
- using the teacher's photo as an avatar (applicable for the role of the «Teacher»);
- information about payment, when there are paid services.

6.2. The Administration does not verify the accuracy of received (collected) information about Users.

6.3. Consent to processing of personal data, including: collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data, is provided for the purpose of registering on the Platform and using the Platform in accordance with the User Agreement published on the website <https://uniskyes.com>, as well as for marketing purposes.

6.4. Moreover, the User's legal representative being the Student gives consent to the Administrator to process his/her personal data (if applicable) and his/her child's data (last name, first name, date of birth, phone number, university, course) in order to form this consent for the child (if applicable). Processing will be performed in the following ways: collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.

6.5. I have been informed that processing of personal data will be carried out with the use of automation tools.

6.6. The consent is given for a period of 15 years and can be revoked at any time upon my written application.

7. LIABILITY AND DISPUTE RESOLUTION

7.1. If the User violates the terms of this Agreement, the laws of the Republic of Cyprus, or the technical requirements established by this Agreement, including the terms of section 4, the Administrator may:

7.2. Block or delete the User's Personal Account;

7.3. Prohibit or restrict the User's access to the Platform;

7.4. Withhold the cost of the paid license as a penalty for violating the terms of use of the Platform (if applicable).

7.5. All disputes and disagreements arising in connection with this Agreement shall be resolved by the Parties through negotiations. A message about the existence of such a dispute shall be sent to the following email address: for the User – to the email address specified in their personal account, for the Administrator – to the address support@uniskyes.com.

8. FINAL PROVISIONS

8.1. This Agreement cannot be interpreted as an agreement on the establishment of agency relations, partnership relations, joint activity relations, personal employment relations, or any other relations between the User and the Administrator that are not explicitly specified in this Agreement.

8.2. The Administrator has the right to unilaterally change the terms of this Agreement, and such changes will take effect from the moment the new version of the Agreement is published on the Platform.

8.3. All legal relations arising in connection with the conclusion, operation and termination of this Agreement are regulated by the laws of the Republic of Cyprus. All disputes shall be resolved in accordance with the laws of the Republic of Cyprus.

8.4. Recognition of part of the provisions of this Agreement as invalid does not entail the invalidity of the Agreement as a whole and its other parts.

8.5. Failure to take actions by the Administrator in case of violation of the provisions of this Agreement by the User does not deprive the Administrator of the right to exercise the Administrator's rights later within the limitation period in accordance with the current legislation of the Republic of Cyprus.