**A PUBLIC OFFER AGREEMENT FOR ONLINE EDUCATION SERVICE**

Almaty, Kazakhstan

This agreement is to be addressed to private and legal entities (further referred as **Client**). The website is provided to SP “iCLASS” (further referred as **iCLASS\Service Provider\Provider**). The Client and iCLASS have made the agreement (further – **Agreement**) about:

1 Terms and Definitions.

1.1. In this Public Offer the terms below are used in the following meaning:

1.1.1 Offer – is a proposal for private and legal entities to make an Agreement of Public Offer with the Provider for “The paid foreign language education online service”.

1.1.2 Offer Acceptance – is the full and complete agreement of Client with the Offer terms and conditions by addressing to the provider for the service purchase. The Offer acceptance means making an Agreement among the Parties.

1.1.3 «Prices» for the learning packages – is a systematic list of provided services with the amount to pay, published in a proper way.

1.1.4. Class – is a video lesson, which can also contain tests and any text, photo, digital material for study.

1.1.5. Website – information resource for Online courses at the following address in the Internet:

«i-class.kz»;

1.1.6. Online course – a course for study of English, Chinese, French and Russian languages developed by the Service Provider and offered on the web-portal, which is realized by the provider exploring electronic learning.

1.2 Text of this Offer is available in the Internet on the school website: https://i-class.kz

2. Basic statements.

2.1. Text of the Agreement is a public offer in accordance to paragraph 5 Article 395 of the Civil Code of the Republic of Kazakhstan, the offer contains all main conditions and is intended to make agreements on services and their purchase between the iCLASS and any Client.

Offer Acceptance – is the use of online service (in accordance with the article 396 of the Civil Code of the Republic of Kazakhstan) and is the answer of an entity on its complete acceptance.

The Offer Acceptance must be full and unconditional. Making the action on Acceptance of this public Agreement, the Client confirms his\her legal capacity in making this kind of agreed partnership with SP «iCLASS». The full and complete prove of his\her willingness for this Agreement is the 100% payment of the chosen services on <https://i-class.kz>

It is intended to confirm his\her complete Acceptance of all terms and conditions of Service.

2.2. The Offer Acceptance means that the Client knows and agrees with all statements of this Agreement, which is equal to any agreement (with all its appendixes) signing. In regards to all, please attentively read the text of the Agreement. In case you do not agree to any appendix\paragraph of this Agreement, you can reject the Offer Acceptance.

3. The Subject of the Offer.

3.1. The subject of this Offer is the provision of foreign language study service to a Client accordingly to the statements of this Offer and its current Prices for the learning packages.

4. Rights and Duties of the Parties.

4.1 The Service Provider has a right:

4.1.1 At any moment to change the Prices for Services, as well as the conditions of this Public Offer on his own, without a preliminary reconciliation with a Client, however, must publish all changes in the Internet on the following address: <https://i-class.kz>

All made amendments are legal since the moment of their publication;

4.1.2 On his own to carry out the education process at Online courses, choose and change the grade system, form, order and frequency of mid-term and final tests, the course timing, discipline methods in accordance to the charter and local normative acts of the education Service Provider;

4.1.3 To expel a student at the study course completion, as well as before that, in case of Agreement terms and conditions (or of any paragraph in website “Details” section) violation or for other reasons mentioned in Kazakh legislation, the charter and local normative acts of the Provider;

 4.1.4 To annul the language course completion Certificate if found the midterm and final tests results cheating.

4.2. The Service Provider is obliged to:

4.2.1. At agreed by the Parties timing to provide the service to a Client in a proper manner accordingly to the conditions of this Public Offer.

4.2.2. Not to disclose confidential information and data provided by the Client for carrying out this Offer.

4.2.3. To publish\provide timely information about the Online-courses, either on the web-portal or at any conversation with clients, including its volume, price, content, etc.

4.2.4. To enroll the Client to the study course as a listener at the condition of following the Agreement terms by this Client.

 4.2.5. To create necessary conditions for the Client for his successful online-course completion.

4.3. The Client has a Right:

4.3.1. To demand a timely and proper\full education service provision (at his level of study) at conditions mentioned in this Offer.

4.4. The Client is obliged to:

4.4.1 To prepay the full price for his monthly chosen course depending on the number of lessons per week\per month at the amount published on the website.

4.4.2. To provide true personal information and bank details for study and payment at iCLASS; not to confuse the education service provider regarding his personality for the Certificate details, so all the data must be actual.

4.4.3. Not to disclose any confidential data provided by iCLASS due to this Public Offer Agreement, not to disclose information regarding the study process, method and materials (unless it’s published and accessible) without the permission of iCLASS administration.

4.4.4. To be able to follow the monthly study dates, start\end of lessons on his own. To acknowledge the study program at the full volume in accordance to the study plan preparing all homework given by the teacher;

4.4.6. Not to pass on his Logins and Passwords for any online platforms dealing with online classes at iCLASS to the third parties;

4.4.7. Not to carry out actions for the hack of someone else’s internet account at iCLASS;

4.4.8. During the study process to use foul language as well as not committing the actions that can be seen as propagandizing hatred, racial, ethnic, sex, religious, social discrimination abusing other users or third parties, defaming their honor, dignity, business reputation, those braking the private legislation;

4.4.9. On his own to organize his work place with the use of computer or other device, allowing him to fulfill the online study course demands;

5. The Order of Service Provision

 5.1. The Client, in regards to the Prices on his own defines the quantity of the course he needs and in accordance to the paragraph 6 of the Offer makes the deposit for his study process.

5.2. The Provider checks the payment information of the Client and after the amount is transferred on his account is ought to start the lessons, but not earlier than that. In case if the money haven’t been transferred for some reasons by the time planned to start classes, the iCLASS informs the Client about the fact and the date of lesson\next lesson should be postponed according to this Agreement.

5.3. The lessons skipped\missed because of the iCLASS will be scheduled for another, agreed with the Client time without the deduction from Client’s payment deposit with the unchanged pricing.

6. Service payment.

6.1. The price for service is calculated at the price range published in the “Prices” section of the website and is fixed by the Provider after the Client’s payment.

6.2. The service payment, in regards to this Offer should be made in the volume of 100% of its cost, not later than 1 (one) day before the lessons start.

6.3. The transfer is considered complete as soon as iCLASS or, in some cases, the Client gets it on his bank account.

7. Parties’ responsibilities.

7.1. For non-execution on improper carrying out of this Agreement, the Parties ought to be responsible according to the Acting Law of the Republic of Kazakhstan.

7.2. The Parties should make efforts for solving all disputes occurred at the process of this Agreement conditions by negotiating.

8. The reasons for the brake of Agreement.

8.1. This Agreement can be broken at the Parties’ decision. If at one Party’s decision, then can be broken in regards to the acting Law of the Republic of Kazakhstan.

9. Responsibility for improper execution or non-execution according to this Agreement:

9.1. In case of improper execution or non-execution of duties according to this Agreement, the Parties would be responsible due to the Civil legislation and the Customer Rights Protection legislation (in case it is actual and acceptable for the Parties’ relations) at the conditions implemented by those legislations.

9.2. In case if the Client refuses for further execution of this Agreement, he must pay the Provider a fine equal to the difference between the paid amount and the amount covered for lessons by iCLASS.

10. Terms of the Agreement, the order or its change and braking:

10.1. The Agreement is considered as Accepted from the moment of study packages purchase and is valid till the full execution of its conditions by the Parties.

10.2. The Agreement can be changed or broken at the basis written in the Kazakh Law and this Agreement.

11. **BANK DETAILS**

**SP «iCLASS»**

BIN 830627401746

ACCOUNT INFORMATION:

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| --- | --- | --- |
| Current bank account (IBAN) in | EUR: | KZ4096502F0012640264 |
| Current bank account (IBAN) in | KZT: | KZ9496502F0012640262 |
| Current bank account (IBAN) in | RUB: | KZ1396502F0012640265 |
| Current bank account (IBAN) in | USD: | KZ6796502F0012640263 |

Branch of JSC “ForteBank" Almaty, Kazakhstan

SWIFT Code: IRTYKZKA

BANK BIN: 980341000286