

TERMS AND CONDITIONS

Tallinn

“ day “ month, year

Tallinn Learning OÜ, registration number 16379183, address: Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn 25-4, represented by Vladimir Ovodenko, board member, acting on the basis of the Law and the Charter on the one hand, hereinafter referred to as - "Education Center" and Full name (personal code, address), enrolled in courses, referred to in hereinafter referred to as the "Student", on the other hand, collectively referred to as the "Parties", have concluded this agreement for the provision of paid services (hereinafter referred to as the "Agreement") on the following:

1. The Subject of the Agreement

1.1. The "Education Center" carries out, and the "Student" pays for his studies on the Course according to the application sent by the Student. Application - the message that the Student sent to Education Center to an email address with a domain @tallinn-learning.ee, by phone, via the registration form on the Centre's website education, using various messengers or in any other way, containing a description of the ordered services. After receiving the Application from the Student, the Education Center sends a response letter to the Student with information indicating the course name, the standard period of study, and also informs the Student of the timing of the Course and payment method.

1.2 The Education Center provides training on the basis of the Application and in accordance with developed training program (hereinafter referred to as the "Course"). End of course is accompanied by the issuance of a certificate of training provided for by the program Course (hereinafter referred to as the "Certificate").

1.3. The course is conducted in a distance form, which implies full training for computer via the Internet on the Zoom platform or similar in time and date agreed by the Parties.

1.4. During the course, in accordance with the developed training program, The "Education Center" provides the following services (hereinafter referred to as the "Services"):

- participation in lectures / classes / lessons of the Course
- practical classes
- checking homework and feedback from the teacher
- answering questions during class and in the group
- intermediate and final testing

- knowledge control
- provision of additional training materials, if provided and their transfer to the "Student"
- issuance of the Certificate of Completion of the Course

2. Rights of the "Education Center" and "Student"

2.1. "Education Center" has the right to independently carry out the educational process Course, choose a grading system, form, order and frequency of intermediate and final assessment of the student.

2.2. The "student" has the right to demand from the "Education Center" timely providing information on issues related to the organization and provision proper performance of the services provided for by this Agreement, as well as has the right to contact the teacher on issues related to the study on the Course and receive complete and reliable information about the level of their knowledge of the studied program.

2.3. The Education Center has the right to unilaterally amend the schedule classes / lessons, notifying the "Student" in advance within a reasonable time.

2.4. If the "Student" is not present at the lesson / lesson, then the "Education Center", including including the teacher of the Courses, is not obliged to wait for the "Student" and has the right to start the lesson without student. In the absence of the "Student" in the lesson, the lesson is considered missed due to the fault of the "Student" and is not transferred to another time. At the same time, the student is provided by materials in the form of a video recording of a missed lesson.

3. Responsibilities of the "Education Center" and "Student"

The Education Center is obliged to:

3.1. Enroll the "Student" according to the Application, who has fulfilled the established conditions of the Course.

3.2. Organize and ensure the proper performance of the Services provided for this Agreement, in accordance with the developed by the "Education Center" educational program, curriculum and schedule of classes / lessons.

3.3. In case of impossibility to conduct lessons / classes due to the illness of the teacher replace the teacher or transfer from the lesson / lesson to another time, having warned the "Student" about this in advance

3.3. At the end / completion of the Course, subject to the "Student" passing more than 80% program, doing homework and successfully passing the final test, issue a Certificate to the "Student".

3.4 Process the personal data of the "Student" to fulfill this Agreement. Information about the conditions for processing personal data is published on the website. "Education Center" and "Student" can at any time familiarize themselves with the conditions processing his personal data.

The student must:

- 3.5. Timely pay for the Services under the terms of this Agreement.
- 3.6. Notify the "Education Center" or the teacher about reasons of absence from classes / lessons. Observe academic discipline and generally accepted standards of conduct, show respect for other course participants
- 3.7. Be present at lessons / classes and comply with the requirements of the "Center education"/teacher, nominated in accordance with the curriculum.
- 3.8. Have the necessary equipment and electronic devices to participate in classes / lessons (computer, Internet) and passing the exam / control testing.
- 3.9. Keep confidential information regarding the training program, methods and forms of conducting classes, names and personal data of other participants Courses, tests, all educational material of the Courses, the method and form of examinations and tests.
- 3.10. Do not use the information received from the "Education Center" by methods, capable of causing damage to reputation or property "Education Center".
- 3.11. Do not provide access to the Course, and do not transfer educational materials third parties.
- 3.12. To register for the Course, the "Student" provides the "Education Center" with a document, proving the identity and informs the contact details, as well as the data of the payer, if another person pays for the Course (name, surname, personal code or date of birth, number phone number and email address).

4. Cost of Services and payment procedure

- 4.1. The cost of the Services under this Agreement is indicated on the website of the Center education (hereinafter referred to as the "Cost of Services") and is sent in a response letter to the Application. The cost of educational materials is included in the cost of the Services. The cost of individual classes, retaking an exam / control testing or other additional services are indicated in the price list of the Education Center.
- 4.2. Payment of the Cost of Services under this Agreement is carried out on the terms of 100% advance payment on the basis of an invoice issued by the Education Center. Produce payment for the cost of the Services under this Agreement is entitled to both the "Student" itself and the third person (weaver) in the interests of the "Student".
- 4.3. The term of payment is five (5) days from the date of sending the invoice, unless otherwise specified in the bill
- 4.4 Tuition / Services paid after the start of the Course is non-refundable, or recalculation, regardless of whether the Student completed the training in full or interrupted without a reason.
- 4.5 In case of cancellation of training / course before its start 7 days or more, the amount of the prepayment 100% refund minus (all of the following):
 - bank expenses, fees for transferring money (if any);
 - bank commissions, interest and other expenses in case of refusal of the Student from the Course of proper quality, paid using banking products (consumer loans, installments and other products). An application for a refund of the amount paid is sent to the electronic

the address of the "Education Center", specified in section 10 of the agreement.

4.6 In case of refusal to study for a shorter period, the amount paid for the Services is not refundable.

4.7. The payment made by the "Student" is considered completed only when he will be credited to the account of the Education Center.

4.8. In the event of force majeure and an emergency situation in the country, impossibility of conducting the Course, the unused part of the tuition fee is subject to return within 30 business days.

5. Training and certification process

5.1. The course in the form of online lectures / lessons and practical exercises / lessons is conducted by e-learning in live broadcast (webinar). Number of lessons in the course, the term of study on the Course, the order of study and the conditions for passing the exam / final work recorded in the course program, which is available for review on the website Education Center. Individual work can be carried out on a separate agreement.

5.2. The certificate is issued after passing the Course and a positive pass final examination (final test) and provided that all conditions of this Agreement have been fulfilled.

5.3. For admission to the final examination / control testing "Student" undertakes to attend (attend) at least 80% of classes, do homework assignments and tests, as well as participate in practical exercises. Conditions for admission to final exam/control test are reported to the "Student" on first lesson.

5.4. During practical classes, the "Student" receives feedback from teacher, based on his personal understanding of the benefits for the "Student", based on Course programs.

5.5. The "Education Center" has the right to interrupt the Course in the event of circumstances force majeure (force majeure), which the "Education Center" could not foresee at the conclusion of the Agreement or prevent. When interrupting the Course, "Center Education" is obliged to resume the Course after circumstances beyond strength is over.

5.6. The services of the "Education Center" are considered completed after the issuance Testimony to the Disciple. If the course is considered not completed or final exam (control testing) not passed, then the Services of the "Center education" are considered completed at the end of the last lecture (lesson / class).

6. Copyright and intellectual property protection

6.1. The "student" confirms that he understands that the "Education Center" is the owner of all copyrights in respect of the Course, its method of delivery, or description, as well as in relation to all training materials of the Course, regardless of forms of their expression (video-audio materials, written and oral sources, images, programs), interactive elements, methods, forms and methods conducting the Course (hereinafter - "Intellectual Property"). "Education Center" owns the Intellectual Property in respect of the copyright in the Course.

6.2. "Student" has no right without the written consent of the "Education Center" reproduce Intellectual Property (i.e. making one or several temporary or permanent copies of a work or part of it directly or indirectly in any form or by any means), distribute Intellectual property or copies thereof, translate, remake (adapt), process (arrange) and otherwise process,

publicly perform, display or broadcast the Intellectual Property in live or technically mediated performance, make Intellectual property accessible to the public in such a way that individuals can use the Intellectual Property in the place and time chosen by them individually.

6.3. In the event of copyright infringement regarding Intellectual Property The "Education Center" has the right to demand from the "Student" the payment of a fine in in the amount of 15,000 euros, compensation for property and non-property damages damage and transfer of the profits of the "Education Center" from illegal use of copyright in respect of the Intellectual Property of the Center education".

6.4. In case of copyright infringement and illegal use of the Intellectual Property property "Student" is obliged immediately after receiving a request from "Education Center" to stop illegal use of copyright and transfer "Education Center" all illegally made copies in relation to the Intellectual property of the Center for Education.

6.5. This agreement (terms of the Agreement) in relation to copyright in relation to Intellectual property is valid from the moment of conclusion of this Agreement and is valid for 20 years after its termination.

7. Procedure for notifications

7.1. All wishes and notices addressed to the Parties, which should be submitted in writing or in a form that can be reproduced in writing, are transmitted to the Party or to the e-mail address specified in the Agreement.

7.2. The notice is considered to be delivered to the other Party on the next day after sending an email notification.

7.3. The Parties undertake to notify the other Party of the changes to your email address. Data is considered changed appropriately from receipt of the notice.

8. Termination of the Agreement

8.1. The contract is terminated after the "Education Center" fulfills its obligations, if the Agreement has not been terminated by one of the Parties earlier.

8.2. The "Student" has the right to terminate the Agreement and interrupt the Course at any time by notifying this "Education Center" in writing seven (7) days in advance.

8.3. "The Education Center has the right to terminate the Agreement immediately without prior notice if the "Student" violated the terms of the Agreement and did not eliminate violations within seven (7) days after receiving such a request from the "Center education".

9. Other terms

9.1. This Agreement shall enter into force from the moment of the first payment for the Course (partial or complete).

9.2. All legal relations of the Parties under this Agreement are determined and regulated in accordance with the current legislation of the Republic of Estonia.

9.3. All disputes from this Agreement are resolved through negotiations. If The parties could not agree, then disputes are resolved in court in in accordance with the legislation of the Republic of Estonia.

9.4. The fact of payment by the "Student" for the Services, both in full and in part, confirms

familiarization, understanding, acceptance and agreement with all the terms of the Agreement, rules and procedures for the provision of Services.

10. Requisites

<p>"Education Center" Tallinn Learning OÜ</p> <p>website https://www.tallinn-learning.ee/</p> <p>Registration code: 16379183 Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn 25, 10152 Phone: +372 5390 1089 Email: info@tallinn-learning.ee</p>	<p>"Student"</p>
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