

PUBLIC AGREEMENT

on the Provision of Educational Services:

International A-Level and IGCSE/GCSE Courses under the Cambridge International Programme

LIMITED LIABILITY COMPANY “ATMOSPHERIC SCHOOL” (hereinafter – the *School*), represented by Director Tetiana Serebrianska, acting on the basis of the Charter, on the one part, hereby offers an unlimited number of individuals to accept this Public Agreement.

This offer is public in accordance with Articles 633 and 641 of the Civil Code of Ukraine. The unconditional acceptance of all terms of this Public Agreement without any exceptions or limitations shall be deemed acceptance of this public offer by the Customer, and the Public Agreement shall be deemed concluded automatically on the terms specified herein.

1. TERMS

1.1. Public Offer – a proposal of the Provider (set out on the Provider’s website), addressed to an unlimited number of individuals in accordance with Article 641 of the Civil Code of Ukraine, to conclude a Public Agreement on the provision of educational services: international A-Level and IGCSE/GCSE Courses under the Cambridge International programme on the terms specified therein.

1.2. Website of the School – atmoschool.com

1.3. Customer – a legally capable individual who has accepted the School’s public offer set out in this Public Agreement.

1.4. Recipient – an adult legally capable person or a minor aged from 14 to 18 years whose legal representative is the Customer, and who meets all of the following requirements:

- has English language proficiency at level B1 or higher;
- has average or higher academic performance in the subjects selected for study within the A-Level or IGCSE/GCSE Courses under the Cambridge International programme or related subjects;
- has received a positive conclusion from the School based on the results of an interview regarding the possibility of studying in the A-Level or IGCSE/GCSE Courses under the Cambridge International programme.

1.5. Acceptance – full, unconditional and unreserved acceptance by the Customer of the terms defined by this Public Agreement. Acceptance shall be effected by performing the following actions:

- completion by the Customer of the application form posted on the School’s website;
- transfer of funds to the School’s bank account as payment for the relevant educational services;
- sending to the School a written statement of accession to the Public Agreement. Such statement may be sent in original form (by post, courier or delivered personally) or in the form of a photocopy, scanned copy or other electronic document via telecommunications (e-mail, WhatsApp, Viber, Telegram, website communication tools, etc.).

1.6. Educational Programme – international A-Level or IGCSE/GCSE Courses under the Cambridge International programme delivered through online and/or pre-recorded lessons, academic mentoring and guided self-study. The Customer may choose the following packages: Core Programme, Full Programme or an individual programme.

1.7. Personal Data – information or a set of information about an individual who is identified or can be specifically identified.

1.8. Consent of the Data Subject – a voluntary expression of will by an individual granting permission for the processing of their personal data and the personal data of the Recipient.

1.9. Personal Data Processing – any action or set of actions such as collection, registration, accumulation, storage, adaptation, modification, renewal, use and dissemination (distribution, sale, transfer), depersonalisation and destruction of personal data.

1.10. Educational Platform – a secure electronic (digital) environment accessible via the Internet at <https://study.atmoschool.com/>, which contains materials and information necessary for distance and/or online learning and the provision of educational services by the School.

2. GENERAL CONDITIONS

2.1. This Public Agreement is concluded between the Customer and the School in the form of a Public Agreement and is valid until the Parties fulfill their obligations.

2.2. Publication (placement) of the text of the Public Agreement on the School's website is an official proposal (public offer) of the School, addressed to an indefinite circle of persons, to conclude a Public Agreement with School.

2.3. Full and unconditional acceptance by the Customer of the terms of this Public Agreement, made in the manner specified in clause 1.5. of this Agreement, confirms that the Customer agrees with all the terms of this Public Agreement and confirms that he understands all its provisions.

2.4. This public offer is an open and publicly available document. The current version of the Public Agreement is posted on the School's website and is available for review.

2.5. The School has the right to change or supplement the Public Agreement at any time without prior or subsequent notice. Such changes and additions to the Public Agreement are published 10 days before they come into force and are made public by publishing on the School's website. The obligation to familiarize yourself with the current version of the Public Agreement is imposed on the Customer.

2.6. The Customer's and/or Recipient's continued use of the personal account on the educational platform after the changes and/or additions to the text of the Public Agreement come into force means the Customer's acceptance of the updated Public Agreement. In the event of the Customer's disagreement with the changes and/or additions made by the School to the text of the Public Agreement, or disagreement with the new tariffs for educational services (cost of educational services), the Customer and the Recipient must immediately (within 5 days from the date of entry into force of such changes and additions) stop using the personal account on the educational platform of the School. In the event that the Customer and/or the Recipient continue to use the personal account on the School's educational platform, such actions shall constitute the Customer's acceptance of the changes and/or additions made by the School to the text of the Public Agreement.

2.7. Access to the personal account on the School's educational platform is provided solely for the purpose of receiving educational services by one user - the Recipient. Neither the Customer nor the Recipient have the right to broadcast, transfer access to the personal account, store or print for the purpose of transferring to third parties and/or otherwise distribute educational material.

2.8. Each Party guarantees to the other Party that it has the necessary legal capacity, as well as all rights and powers necessary and sufficient to conclude and execute the Public Agreement in accordance with its terms. The Customer also confirms that there are no circumstances that could render such Public Agreement null and void.

2.9. The place of conclusion of the Public Contract is the location of the School.

2.10. The Customer consents to the School to use and process his personal data and the personal data of the Recipient in accordance with the legislation on personal data protection.

2.11. The School has the right to independently establish the procedure for providing educational services and detail individual educational processes, if this does not contradict this Public Contract. Any internal documents of the School that determine the rules for providing educational services under this Public Contract are published on the School's website and are binding on the Customer and the Recipient.

3. PROCEDURE FOR CONCLUSION OF THE PUBLIC AGREEMENT

3.1. The Public Contract is concluded in accordance with the procedure specified in clause 1.5. of this Public Contract.

3.2. The Customer confirms that before concluding this Public Contract, he was fully and properly acquainted with all its provisions and accepted them of his own free will without any coercion. Confirmation of familiarization with the terms of the Public Contract is the performance of the actions specified in clause 1.5. of this Contract.

3.3. The Public Contract enters into force from the moment of acceptance and is valid for the entire period of receipt of educational services or until its termination on the grounds specified in the terms of the Public Contract and/or the norms of the current legislation of Ukraine.

3.4. The conclusion of the Public Contract means that the Customer: to the extent necessary for them, has familiarized themselves with the terms of the provision of educational services; acknowledges the professional suitability of the School and the rules for performing all actions described in this Public Agreement, and accepts all the terms of the specified Public Agreement without reservations.

4. SUBJECT OF THE PUBLIC AGREEMENT

4.1. The School undertakes to provide educational services for the Recipient to study international A-Level or IGCSE/GCSE Courses under the Cambridge International programme at the expense of the Customer. The Customer may choose one of the packages for the Recipient: Core Programme or Full Programme. At the Customer's request, the School may provide an individual educational service within the knowledge standards of international A-Level and IGCSE/GCSE Courses under the Cambridge International programme. In this case, the cost of training is determined individually depending on the content and scope of the individual educational service, which is calculated by the School at the Customer's request.

4.2. The School provides educational services using distance learning technologies on the School's educational platform.

4.3. The School undertakes to provide the Recipient with access to a personal account on the School's educational platform at the expense of the Customer and to provide him with technical support and maintenance of the functioning of his personal account.

4.4. All educational materials (lessons, laboratory work, assignments, tests, etc.), teaching methods for lessons and subjects, any images, posters, drawings, illustrations, electronic textbooks and manuals, audio and video materials that are placed on the School's educational platform are subject to legal protection as objects of intellectual property rights. No part of the specified data may be reproduced in any form and by any means and distributed, including posting on the Internet, in corporate and social networks, as well as recorded on electronic devices and media for private, public or commercial use without the written permission of the owner of copyright and/or related rights. This rule does not apply if the performance of individual educational tasks directly involves downloading certain educational materials for their subsequent processing by the Recipient solely for his personal educational purposes without the right to further distribution.

5. RIGHTS AND OBLIGATIONS OF THE SCHOOL

5.1. The School is obliged to:

5.1.1. ensure compliance with the rights of the Customer and the Recipient;

5.1.2. inform the Customer and the Recipient about the rules and requirements for organizing the provision of educational services to the Recipient, their qualities and content, about his rights and obligations when providing and receiving the agreed educational services;

5.1.3. provide the Recipient with access to a personal account on the School's educational platform, except for the cases provided for in clause 5.2. of this Public Agreement;

5.1.4. issue the Recipient with a certificate confirming completion of A-Level or IGCSE/GCSE Courses under the Cambridge International programme, provided that the Recipient fulfills the educational workload in the amount stipulated in the programme. This clause does not apply if the Recipient has completed training in individual subjects of the curriculum on individual terms, which according to the A-Level or IGCSE/GCSE Cambridge International standards does not give the right to receive a certificate or other documents of education.

5.1.5. provide the Recipient with access to the educational materials necessary for receiving educational services on the School's educational platform, except for the cases provided for in clause 5.2. of this Public Agreement.

5.1.6. in the event of technical malfunctions in the operation of the educational platform, the School is obliged to eliminate them as soon as possible. The inability to use the educational platform by the Recipient may be due to the need to update data and/or software. Temporary malfunctions in the operation of the educational platform, eliminated by the School within a reasonable time and/or announced in advance by the School, are not grounds for changing the cost of training.

5.2. The School has the right to require the Customer to timely pay for educational services in the manner established by this Agreement and in the amounts specified on the School's website, and to suspend and/or block access to the School's educational platform as a whole or new sections in the event of untimely payment by the Customer for educational services. In such a case, the School is exempt from any liability for violation of the terms and conditions of the provision of educational services to the Recipient under this Public Agreement.

5.3. The School has the right to unilaterally terminate this Public Agreement:

- in the event of failure by the Customer to pay the cost of educational services;
- in the event of a material violation by the Recipient, the Customer and/or parents (guardians or legal representatives) of the Charter, rules, regulations, other internal acts of the School or the terms of the Public Agreement or the legislation of Ukraine. In this case, the materiality of the violation in each specific case is determined by the School;
- in cases provided for in clause 9.4. of this Public Agreement;
- in other cases provided for by the legislation of Ukraine.

In the event of one or more of the above circumstances, the Public Agreement shall be deemed terminated, and the School's obligations to the Customer shall be deemed fulfilled.

5.4. The School shall have the right to amend or supplement the Public at any time without prior or subsequent notice. Such amendments and supplements to the Public Agreement shall be published 10 days before the amendments and/or supplements enter into force and shall be made public by publication on the School's website and/or educational platform. The Customer shall be responsible for familiarizing itself with the current version of the Public Agreement. The Customer's and/or Recipient's continued use of their personal account on the School's educational platform after making changes and/or additions to the Public Agreement means the Customer's acceptance and consent to such changes and/or additions.

6. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

6.1. Throughout the entire period of training, the Customer is responsible for the life and health of the Recipient.

6.2. The Customer is obliged to:

6.2.1. timely pay a fee for the provision of educational services in the amounts established on the School's website;

6.2.2. comply with the terms and requirements of this Public Agreement during its term;

6.2.3. during the receipt of educational services by the Recipient, monitor his compliance with the School's legal requirements;

6.2.4. not disclose (not transfer) to third parties the access data to the Recipient's personal account on the School's educational platform (login and password) and control the non-disclosure of this data by the Recipient. The transfer of access data to the Recipient's personal account is allowed only to his parents or persons replacing them;

6.2.5. ensure the authentication of the Recipient during control measures that will be carried out by the School remotely using the capabilities of information and communication technologies and facilitate the registration of the Recipient for external exams specified in the curriculum;

6.2.6. not to transfer to third parties educational materials, teaching methods of lessons and subjects, any images, posters, drawings, illustrations, electronic textbooks and manuals that are posted (located) on the School's educational platform and to which the Recipient has access, and also to control the prevention of the transfer of this data by the Recipient;

6.2.7. familiarize themselves with the Rules for the Provision of Educational Services of the School, which are an integral part of this public agreement, and comply with these Rules during the term of this Agreement.

6.3. The Customer has the right to:

6.3.1. receiving educational services by the Recipient at the level of A-Level or IGCSE/GCSE standards under the Cambridge International programme;

6.3.2. ensuring compliance with its rights, as well as the rights of the Recipient;

6.3.3. receiving by the Recipient from the School of a document on passing the A-Level or IGCSE/GCSE Cambridge International educational programme (provided that the Recipient fulfills the educational load in the amount necessary for its acquisition). After graduation, the Recipient has the right to take external exams at accredited institutions with subsequent recognition of their study results. The School is interested in the academic success of the Recipient and helps them achieve high exam results, however, it is not responsible for the final exam result and the grade received by the Recipient;

6.3.4. informing the Recipient about the rules and requirements for organizing the provision of educational services, their quality and content, about his rights and obligations when providing and receiving the specified educational services, by posting such information on the School's website;

6.3.5. providing access to a personal account on the School's educational platform, except for cases provided for in clause 5.2 of this Public Agreement.

7. PAYMENT FOR SERVICES

7.1. The amount of the fee for the provision of educational services for the academic year, which is defined as the total cost of educational services for 10 (ten) months of study, is fully set in pounds sterling. The Customer pays the cost of the educational service for the entire initial year regardless of when he accepted this Agreement or when the Recipient began studying. Payment for services in installments is allowed, while the amount of one payment cannot be less than 1/3 of the full cost of tuition for one academic year. The duration of the full course is 2 academic years.

7.2. Settlements under this Agreement are made in pounds sterling, except for the cases specified in clause 7.3. of this Agreement.

7.3. For tax residents of Ukraine, settlements under this Agreement are made in hryvnia at the hryvnia to pound sterling exchange rate established by the National Bank of Ukraine on the date of payment.

7.4. The cost of the educational service depends on the package selected by the Customer and is posted on the School's website. If the Customer chooses an individual educational service, the School personally informs the Customer about the cost of such a service, taking into account the academic disciplines selected for study.

7.5. Payment is made in non-cash form on the basis of an invoice provided by the School at the Customer's request, or through payment instruments offered on the School's website, or in another legal manner.

7.5. The School has the right to unilaterally change the amount of payment for the provision of educational services, except for already paid educational services, by notifying the Customer about this 14 calendar days in advance by indicating the new price of educational services on the School's website.

7.6. The School may provide the Customer with discounts and/or promotional offers. The list, types, size, conditions and procedure for providing discounts and promotional offers are indicated on the School's website. Payment for educational services, taking into account the provided discount, is made to the School's bank details in the account created in the Customer's personal account. The cost of educational services and the remaining days until the start of a new payment period are displayed in the Customer's personal account.

7.7. The Customer makes a payment on the terms of prepayment. The first payment is made on the day the Customer accepts this Agreement. Subsequent payments are made ten calendar days before the start of a new academic year or new trimester. Access to the School's educational platform is provided after the Customer makes a prepayment.

7.8 If the Customer delays payment without good reason at the School's discretion, the School reserves the right to terminate the provision of educational services and not provide access to educational materials on the educational platform. In this case, the School is released from any liability for violation of the terms and conditions of the provision of educational services to the Recipient under this Public Agreement. After payment by the Customer, the School may resume the provision of educational services.

7.9. The School reserves the right to refuse the Customer the discounts provided for in clause 7.6. of this Agreement.

8. LIABILITY

8.1. For failure to fulfill or improper fulfillment of obligations under this Public Agreement, the Parties shall be liable in accordance with the legislation of Ukraine and this Public Agreement.

8.2. In the event of disputes arising regarding the fulfillment, amendment or termination of this Agreement, the School and the Customer shall resolve them through negotiations. If it is impossible to resolve the dispute through negotiations, each Party shall have the right to refer its resolution to the competent judicial authority.

8.3. In the event of a violation by the Customer or the Recipient of the obligations stipulated in clause 6.2.4. of this Public Agreement, the Customer shall, upon the first written request of the School, compensate for the losses incurred by the School by such actions or inaction on the part of the Customer.

9. TERMINATION OF THE PUBLIC AGREEMENT

9.1. The term of this Public Agreement is unlimited.

9.2. The Customer has the right to terminate the valid Public Agreement in the event of failure to fulfill its terms by the School or in the absence of a need for educational services. The Customer is obliged to notify the School in writing about the termination of the Public Agreement.

9.3. After posting the valid Public Agreement on the School's website, all previous agreements that conflict with it shall become invalid.

9.4. The Public Agreement may be terminated:

9.4.1. by agreement of the Parties;

9.4.2. in the event of the School's inability to fulfill its obligations in connection with the adoption of regulatory legal acts that have changed the conditions established by the Public Agreement. In such a case, the Public Agreement shall be considered terminated;

9.4.3. in the event of the Recipient committing gross violations of discipline or other illegal actions. In such a case, the Public Agreement is considered terminated from the date of receipt by the Customer of the relevant notification from the School;

9.4.4. by court decision or in the event of systematic violation or non-fulfillment by one of the Parties of the terms of the Public Agreement;

9.4.5. by the School unilaterally for violation by the Customer of the terms of payment for educational services.

10. FINAL PROVISIONS

10.1. The parties shall not have the right to transfer their rights and obligations to anyone without the written consent of the other.

11. LOCATION AND DETAILS OF THE SCHOOL

11.1. ATMOSPHERIC SCHOOL, LLC, 04073, Kyiv, Kyrylivska St., 134A, office 231, code of legal entity 31451932.

Director

Tetiana Serebryanska
