

**PUBLIC OFFER
(USER AGREEMENT)
ON PROVISION OF INFORMATION SERVICES**

1. GENERAL PROVISIONS

1.1. The present public agreement (hereinafter referred to as “*the Offer*”) represents an official offer of the website <http://alexyanovsky.com> (hereinafter referred to as “*the Executor*”) for provision of information services with the help of the software of the website: <http://alexyanovsky.com> (hereinafter referred to as “the Website”) to legal entities and legally capable individuals (hereinafter referred to as “*the Customer*”) on terms and conditions indicated below in the form of training – special educational form directed to acquisition of additional knowledge, abilities and skills by the learner in particular sphere of activity as the result of use by the learner of special measures determined at his own and sole discretion or disposition of the recorded training on digital optical media to the Customer on a fee basis.

1.2. Approval (acceptance) of the offer means full and unconditional acceptance by the Customer of all terms and conditions without any exceptions and/or limitations is treated as execution by the parties of the bilateral written agreement on terms and conditions stated below in this public offer.

1.3. The Executor and the Customer provide mutual guarantees of their legal capacity necessary for execution and fulfillment of the present Agreement on provision of information services.

2. DEFINITIONS AND TERMS

2.1. With the purpose of the present offer the following terms are applied in the following meaning: “*Offer*” is the present public agreement on provision of information services.

“*Website*” is internet website <http://alexyanovsky.com> used by the Executor on the ownership title.

“*Information services*” is the Executor’s services on provision of limited access of the Customer to the Website in accordance to the terms of the Offer for participation in theme-based trainings in format of webinars, relevant seminars in format of webinars and Executor’s information services on provision of multimedia course-trainings on CD, DVD, BD digital optical media (trainings and records) on the fee basis, and relevant Executor’s information services in the form of consultations by way of use of free software with closed source ensuring code voice communication and video communication through the Internet between the computers (VoIP), using technology of peer networks (SKYPE-consultations) or consulting services of other form. Form and necessity of provision of the relevant information services are determined by the Executor at its sole discretion. “*Acceptance of the Offer*” means full and unconditional acceptance of the Offer by way of fulfillment of measures on prepayment of the Information.

“*The Executor*” is the website <http://alexyanovsky.com> (Organization «GENIO LP») which provides Information services to the Customer pursuant to the terms and conditions of the present Offer.

“*The Customer*” is an entity which has accepted the Offer pursuant to the terms stipulated herein.

“*Agreement on provision of information services*” (hereinafter referred to as “*the Agreement*”) is an agreement between the Customer and the Executor on provision of Information services which is executed by way of Acceptance of the present Offer.

“*E-mail address*” The official e-mail address: alexyanovskyschool@alexyanovsky.com.

3. SUBJECT OF THE OFFER

The subject of the present Offer is refundable provision of Information services to the Customer by efforts of the Executor in accordance to the terms and conditions of the present Offer by way of organization and deliver of theme-based trainings in interactive (on-line) format for

remuneration paid by the Customer to the Executor or provision to the Customer of the video record of training on digital optical media on a fee basis.

3.1. The cost of the Information service is established on the Executor's Website. The Agreement on provision of information services shall be considered executed from the moment when the funds are credited to the current account of the Executor.

4. CONDITIONS OF PROVISION OF INFORMATION SERVICE

4.1. The Executor shall provide the Customer with the limited access to the Information service located on the website (the data medium with training record or access to the personal cabinet at the Website by providing appropriate passwords) subject to the prepayment of the service constituting 100%.

4.1.1. Client has the right to the opportunity to keep the lessons in audio format. But to download lessons in video format at the customer's personal cabinet is disabled in order to protect against unauthorized access lessons. That it does not affect the viewing of records and broadcasts in the private office.

4.2. The Executor reserves the right to record all training sessions (classes) that are owned by a commercial and it has the full right to dispose of entries at its discretion.

4.3. Types and ways of effecting payment for the Information service are indicated on the website.

4.3.1. The customer pays for Information services according to the details mentioned in the email sent by the Contractor only from the electronic mail address of the Contractor, namely: alexyanovskyschool@alexyanovsky.com. Payment details for Information services received by the Customer from any other e-mail addresses - have no relation to the services provided by the Contractor and the Contractor is not responsible for and has no relation to any payments made by the Customer according to the details received from the electronic mail addresses that is different from the mentioned above .

4.3.2. Customer pays for Information Services only according to the method of payment and details mentioned in the email received by the Customer from the Contractor in the manner stipulated in paragraph. 4.3.1. of this Offer. In the case of making a purchase of Information Services by the Customer on their own (without the help of employees of the Contractor) the Customer shall pay only according to the methods of payment stipulated on the website.

4.3.3. If changes in the value of information services the Executor reserves the right to provide the Customer with details on additional charge, and the Customer undertakes to pay for services rendered.

4.4. If desired, the customer can take advantage of Installment Payment of the course. Additional information about this service listed on the site <http://alexyanovsky.com/usloviya-oplaty>

4.5. Participation in training is confirmed by filling the relevant application for participation and effecting payment in one of the ways indicated on the Website. References to participation in the webinar shall be provided to the Customer by way of placing them on the site in the Personal Area.

4.6. In case if within 2 working days the Customer for one reason or another has not received access to the Information service it is necessary to address to the Executor's service desk located at: <http://alexyanovsky.com/faq>.

4.7. The Executor is obliged to provide to the Customer Information service by way of organization and deliver of training in time term indicated on the website or by way of provision to the Customer of access to the closed area of the website in 2-day term from the moment when the funds were credited to the Executor's account. If the Customer did not use this service in the period, then in the day of the start of the live training sessions or their completion, payment will not be returned to the Customer.

4.8. If the customer did not take part in live training sessions, which include the service "Champions League", that the Executor provides the customer the right for 2 (two) months after the end of the service "Champions League" in the manner prescribed by paragraph 4 this

Agreement, to participate in other similar training, which is produced by the Executor, subject to paragraph 5.1 Customer requirements this Agreement.

4.9. The present agreement is effective as the services completion certificate. Acceptance is effected without signing of the relevant certificate.

4.10. The Executor reserves the right to cancel participation of the Customer in training without repayment of the contributed payment in case of breach of the rules of conduct at the training. The breach mentioned above includes: stirring up national conflicts, affront of the participants or spokesman of training, departure from the theme of training, advertisement, coarse language.

4.11. The Executor reserves the right to cancel Customer's participation in training in case of identifying the fact of transfer by the Customer of training participation details to the third entities, distribution by the Customer of information and materials received by him/it in connection to participation in training to the third entities of the fee basis. Use of information and materials is accepted only for personal purposes and for personal use by the Customer.

4.12. Upon completion of course repeatedly, access references to lessons shall not be provided.

4.13. Training course on «Board of Directors» is impossible without signing a confidentiality and non-disclosure.

4.14. The funds transferred by the Customer to the Contractor non-refundable for the following services: «High School of Management» (Participant), «Board of Directors», «Platinum», personal coaching, «Start-up» (Participant).

5. REGISTRATION OF THE CUSTOMER ON THE WEBSITE

5.1. Provision of Information services to the Customer is possible subject to creation of the relevant personal account on the Website. Personal account shall contain surname, name, the Customer, e-mail address, telephone, Skype, city of residence.

5.2. The Customer is liable for confidentiality of the password. In case of establishing by the Executor of a fact of unauthorized access to the personal account, the Customer is obliged in the shortest possible terms inform the Executor's service desk located at the address: <http://alexyanovsky.com>.

6. RIGHTS AND OBLIGATIONS OF THE EXECUTOR

6.1. The Executor is obliged to provide to the Customer round-the-clock access to the Website with the use of the Customer's personal account

6.2. The Executor during provision of Information service by way of on-line training is liable for technical support of the Customer.

6.3. The Executor is liable for keeping and processing of personal data of the Customer, it ensures confidentiality of these data in process of their processing, and uses them exclusively for qualified provision of Information service to the Customer.

6.4. The Executor warrants provision of full and accurate information about provided service to the Customer at his request.

6.5. The Executor reserves the right at any time to change the date of training (lesson) delivery, number of lessons within the course may be changed up to 5% unilaterally subject to previous notification of the Customer in at least three days after taking such decision.

6.6. The Executor is entitled to change time of duration of training and conditions of the Present Offer may be amended unilaterally without previous notification of the Customer, by way of publishing of all changes at the Website in at least 5 days after the day of their introducing (approval).

6.7. The Executor is entitled to extend the terms of training delivery by notifying the Customer in at least three days after the moment of taking such decision for the term not exceeding 30 calendar days.

6.8. The Executor is entitled to lock the personal account of the Customer in case of his breach of rules of training without repayment of the contributed fee.

7. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

7.1. The Customer is obliged to provide accurate personal information during the process of creation of the personal account (registration) on the Website.

7.2. The Customer is obliged neither to reproduce, nor to copy, nor to sell, nor to use with any purpose information and materials access to which he received in connection to provision of Information services except for personal use.

7.3. The Customer is obliged to keep good technical condition equipment and communication lines which ensure his access to the Website, enter the Website under his personal account simultaneously only from one personal computer. The Executor is not liable for non-provision (unsatisfactory provision) of Information service for reasons beyond the Executor's control.

7.4. All claims regarding quality of the provided Information service shall be directed by the Customer to the address of the Executor by way of submitting application to the Website <http://alexyanovsky.com>. The term of consideration of a claim makes up 30 (thirty) days (including claims containing request of money repayment) from the moment of delivery of such claim to the Executor after the expiry of which the Executor shall take one of the following decisions: 1) on disagreement with the claim and refusal of repayment of monetary funds or 2) on agreement with the claim and meeting a claim about repayment of monetary funds.

7.5. In case of taking by the Executor decision on repayment of monetary funds, the Monetary funds shall be repaid to the Customer by the same way of the payment by which the Customer made the payment. All repayments of the monetary funds shall be effected subject to sending by the Customer to the Executor of application executed in accordance to the form which shall be sent to the Customer in letter by e-mail. The Parties unconditionally agree that final decision on the way of repayment of monetary funds in any particular case remains at the Executor's discretion. In case of repayment of monetary funds to the Customers banking account or account in payment system, the filled application for repayment of monetary funds containing the signature of the Customer in accordance to the form in scanned electronic form by e-mail to the Executor (the following file formats are permitted: gif, jpeg, pdf). Application for repayment of Monetary funds shall obligatory contain data about Customer's account, commercial organization (bank) where the account is kept, his address. In case of absence of the necessary data required for effecting of repayment of monetary funds, the Executor does not guarantee the terms indicated in cl. 7.6.

7.6. Monetary funds shall be credited to the banking account indicated by the Customer within 15 (fifteen) business days upon receipt of the signed and scanned application in accordance to the form from the Customer. Financial document confirming effecting of payment by the Executor to the Customer's account shall be the evidence of Executor's fulfillment of obligations on repayment of monetary funds to the Customer that is unconditionally approved by the Parties. In case of some fees and/or any other mandatory payments, provided by banks and/or the payment systems operators for the repayment to the Customer, the amount of funds returned by the Contractor will be reduced in proportion to the amount of the costs incurred by the Contractor to return the funds to the Customer.

7.7. Cash received by the Executor as payment for the Ticket / Electronic ticket on live event shall be returned to the customer only in case of cancellation / replacement / transfer activities and Customer receipt of a formal letter event organizers which specifies the conditions (time, time, place) and the procedure for return of tickets. However, the Executor does not make a refund for lost, damaged tickets and tickets with any corrections and hidden by any artificial means of information.

8. LIABILITY OF THE PARTIES

8.1. The Executor and the Customer taking into account character of the provided service, shall undertake in case of any disputes and contradictions related to rendering on Information service to apply prejudicial order of disputed resolution. In case of inability to resolve dispute prejudicially, the parties are entitled to turn to the court.

9. QUALITY ASSURANCE OF THE INFORMATION SERVICE.

9.1. The Customer taking into account terms and conditions of the present Offer accepts the risk of non-receipt of profit and risk of possible losses related to use of knowledge, skills and abilities received by the Customer within the period of provision of Information service.

9.2. Warranting successful use of the acquired knowledge, abilities and skills, and receipt by the Information service Customer of the particular profit (income) from the use of such knowledge, abilities and skills in determined or undetermined future, the Executor is not liable for non- receipt of profit (income), receipt of lower profit (income) than it has been expected by the Customer, and direct or indirect Customer's losses as far as successful use of acquired knowledge, abilities and skills by the Customer depends on various factors known and not known to the Executor: determination, diligence, insistence, level of intellectual development, creativity of the Customer, other his individual qualities and personal characteristics, which are accepted by both parties.

9.3. The Executor while provision of the Information service is entitled to request from the Customer fulfillment of "home works", particular actions of the Customer planned and ordered by the Executor which help the Executor to check and make sure in digestion by the Customer of information received within the delivery of the on-line training, acquisition of experience of resolution of particular tasks within the frames of the training theme, evaluation of skills level of the Customer, and other purposes of the Executor. "Home works" are directed to the Customer by way of electronic communication: to the e-mail or any other way additionally agreed in each case.

9.4. Non-fulfillment or improper fulfillment by the Customer of "home works" is the basis for the Executor of refusal to repay monetary funds paid by the Customer to the Executor whatever the request of the Customer is substantiated, that is unconditionally accepted by the Parties.

9.5. Acceptance for review of the Customer's claims with request to repay the monetary funds shall be terminated upon expiration of 14 (fourteen) calendar days before the moment of start of training (namely receipt of password for access to the closed area of the Website where the records of training are located) that is unconditionally accepted by the parties. Return of funds to provide services Live training is possible when applying for a refund the customer no less than 14 (fourteen) days prior to the live training. For some courses and trainings such term may be reduced to 7 (seven) calendar days and regarding this the executor is obliged to notify the Customer before his acquisition of such course/training. Other way to enlarge the term of warranted term of funds repayment is impossible and is contradiction to the present Agreement.

9.6. Terms of warranty periods on courses listed on the site <http://alexyanovsky.com/usloviya-oplaty>

9.7. Terms of warranty periods on courses cease to be valid when translating from one course to another.

9.8. Claims with request of repayment of monetary funds contributed as payment for training in record, except for production rejects and other mechanic damages arising out of the Customer's fault and before the digital optical media with the record of training shall not be reviewed by the Executor.

9.9. Claim demanding the return of funds should be directed to the Contractor not later than one day prior to the expiration of the warranty period. Other claims demanding the return of funds by the Contractor will not be considered.

10. FORCE-MAJEURE

10.1. The Executor is not liable for breach of terms and conditions of the Agreement of Offer if such breach has been caused by the force-majeure circumstances including: actions of the state authorities, health status of Mr. Alex Yanovsky, fire, flood, earthquake, other natural disasters, lack of electricity and/or malfunction of computer network, strikes, any other circumstances, not

limited to the mentioned above, which may influence Executor's fulfillment of conditions of the present Agreement of Offer and which are beyond Executor's control.

10.2. Provided to the force-majeure circumstances, term and date of provision of services to the Customer may be altered for the nearest time after damage control of the force-majeure.

10.3. In case of impossibility to provide services due to the fault of the Executor, the Executor shall undertake to repay monetary funds paid by the Customer.

11. OTHER PROVISIONS

11.1. The Customer warrants that all terms of the offer are clear for him and he accepts them unconditionally and in full.

11.2. In any case not regulated by the present Agreement, the Parties are obliged to be regulated by the norms stipulated by the current legislation of Hamriyah Free Zone, Emirate Sharjah, United Arab Emirates.

11.3. The Executor under the present Agreement is an organization «GENIO LP» in accordance with the details below:

Account name:	GENIO LP
(IBAN):	LV26RTMB0000645806991
Bank:	Rietmu Banka
Bank address:	Vesetas 7, Riga, LATVIA
SWIFT:	RTMBLV2X
Customer:	GENIO LP
Address:	12 South Bridge, Suite 1 Scotland Edinburgh, United Kingdom