

TERMS OF SERVICE
(Flip)

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This document is the terms of service, that are available at the link: https://legal.skyeng.ru/doc/view/Terms_32_SMZ_UNFD_FL_Offer_Tutor_English_AGT_eng_01.11.2021 (hereafter – the «Terms»).

1. APPLICATION

1.1. The Terms are an integral part of the Personal service agreement available at the link: https://legal.skyeng.ru/doc/view/offer_tutor_unfd_agt_eng_rus (hereafter – the «Agreement») and provide for the conditions for the provision of services by the tutor, including the grounds (conditions) for the payment of remuneration to the tutor, as well as other circumstances of cooperation between the Parties.

1.2. The Terms are binding to the Parties: the tutor engaged under the Agreement (hereafter – the «Tutors»), as well as AGATON LIMITED (hereafter – the «Company»).

2. SCOPE

2.1. Subject to the Terms, the tutor provides the services stipulated in clause 1.1. of the Agreement in particular holds individual remote classes in English.

3. MATERIAL TERMS

3.1. Tutor warrants to the Company that:

3.1.1. at the time of acceptance of Agreement terms is a tax resident of the Russian Federation, was (or check is carried out within 1 (one) day from the date of the Agreement) to the IFTS as a «self-employed» – the purchaser of a self-employment tax (SET) and will be timely and in the proper amount to pay the amount of SETs in accordance with applicable law;

3.1.2. within 1 (one) calendar day, inform the Company about the loss of the status of the payer of the SET, and also reimburse the Company for damages caused by late notification of the loss of such status, within 5 (Five) calendar days from the date of receipt of the relevant claim of the Company.

3.2. The Tutor is informed that in accordance with the applicable legislation, the Company will not act as a tax agent for the payment of personal income tax under the Agreement, and will not pay insurance premiums for the Tutor.

4. TEACHING METHODICS AND MATERIALS

4.1. The Company shall provide the Tutor with:

4.1.1. Training on how to use the platform.

4.1.2. Information collected during introductory class with a user, including the purposes of studying English, how long the user has been studying English and his/her level of proficiency in English, as well as the Company's recommendations as for the platform course to be used by the Tutor.

4.1.3. Knowledge base regarding use of the platform tools, teaching methods and interaction with a user, the Company's practices, etc. The Knowledge base is provided in English and in Russian.

4.2. The Tutor may use materials and information provided by the Company only for the performance of this Agreement. The Tutor shall not assign, sublicense or transfer his/her rights to use such materials to any third party. The Tutor shall not distribute, publish, grant access to such materials, alternate them or use them in any other way not directly aimed at fulfilment of the Tutor's obligations to the Company.

4.3. The platform features courses for various levels of English proficiency and purposes of studying; each class can include exercises, audio tracks, explanations of grammar, vocabulary, and other materials and information. A course is usually accompanied by recommendations to the tutor. If the Tutor has questions regarding the teaching process (such as how to customize a class, where to find additional exercises or how to adapt an exercise for a particular user, etc.), the Tutor may contact the Company for help by writing to the email address specified in clause 2.1. of the Agreement.

4.4. There are specific requirements of the Company related to tutorials and education process, including: the Company may request that the Tutor applies some specific tutorials (provided by the Company) during a class with a specific user or a group of users, the Tutor should follow those requirements; the Company may provide some specific instructions related to classes with a specific user or a group of users, and the Tutor should follow (except to cases of technical issues when the Tutor have to perform a class in a usual way); the Tutor must review the tutorials and subject of a class prior to it; the Tutor must know and follow the recommendations of the Company methodologists related to the classes.

5. SCHEDULE

5.1. The tutor shall provide and indicate in the schedule on the platform the time available for classes in the amount of at least 20 (twenty) classes per week. The Tutor shall promptly update the time indicated in the schedule as available for classes, and the Company may consider the time indicated by the Tutor in the schedule as intended for the appointment of classes.

5.1.1. The Tutor shall commence the class in accordance with the time indicated in the schedule and conduct the class in the amount specified in the schedule.

5.2. The Company appoints users to the Tutor considering the user's purpose of learning English, his/her level of proficiency in English, the subscription chosen by the user as well as the user's time slots available for the classes. The Tutor will receive a notice of a class appointed through the platform.

5.3. The Company is not under obligation to maintain any workload for the Tutor or appoint the classes for certain users only with the Tutor.

5.4. The tutor may cancel or reschedule the class:

5.4.1. At least twenty-four (24) hours prior to the beginning of the class as scheduled by a notice to the Company and the user.

5.4.2. At least one hour before the beginning of a class if the Tutor cannot conduct a class due to reasons not controlled by him, such as illness or other similar circumstances, by a notice to the Company and to the user; the Company may request a written proof of such circumstances from the Tutor.

Notifications pursuant to this clause shall be made: to the Company – to the email indicated in clause 2.1. of the Agreement; to the user – on the platform or by other means of communications, provided the Tutor can later prove the timing and contents of a notice.

5.5. The Tutor agrees that the Company may cancel the class eight (8) hours before it starts without any compensation to the Tutor.

5.6. If at the commencement of a class, as scheduled, the Tutor can't reach the user at the platform or by Skype, the Tutor shall, by clicking a button in the Tutor's account at the platform, send an SMS reminder to the user that the class has started and repeatedly dial the user through the other means of communications available to the Tutor. The class is considered started as scheduled, regardless of when the call is established. The Tutor shall wait for the user during the whole class. If the Tutor can't reach the user despite following the provisions of this clause, the class is considered as skipped by the user and the Tutor is entitled to remuneration in the amount of the cost of the successfully completed class, while the missed classes are not taken into account in the calculation of bonuses.

5.7. The Tutor may suspend classes for a total of 56 (fifty-six) days within a year (within 4 (four) consecutive weeks) without giving reasons by sending a request to the Company no later than: (a) 2 (two) weeks prior to the suspension of classes if the Tutor suspends classes for less than 2 (two) weeks; (b) 30 (thirty) days prior to the suspension of classes if the Tutor suspends classes for 2 (two) weeks or more. If classes are suspended, the Tutor must fill out a report in the profiles of their users, indicating what classes were completed, homework, and other information that the Company may need to continue classes with users.

5.8. If a Tutor misses a class contrary to the terms of this Agreement, the Tutor shall conduct another class at the Company's discretion for free.

6. CLASSES

6.1. All classes are held on the specially designed interactive platform. The Tutor may hold a class using other means of communication, if the platform cannot be used for technical reasons, notified by the Tutor to the Company.

6.2. The Tutor shall record audio and video during the classes for quality control. When a class is conducted on the platform, the class will be recorded automatically, and the recording will be available for the Company on the platform. Where a class is held by Skype, the Tutor shall record audio and video (if available) and, within twenty-four (24) hours following the end of a class, shall upload a recording to a Google Drive folder (or other cloud storage) as indicated by his/her group representative.

The Tutor agrees that the Company may record the class and use such recording without any additional payment to the Tutor for twenty (20) years following the date of the recording. The Company may use the recording of a class for quality control and depersonalized analytics.

6.3. The Tutor may choose not to conduct a class if eight (8) hours before a class a user's balance is 0. The Tutor must not conduct a class if the user failed to pay for the class before it commences, and is not entitled for a payment for a class conducted contrary to this provision.

6.4. After a class, the Tutor shall indicate the status of the class on the platform, including, without limitation, if the class was conducted (if not, then for what reason). If the Tutor fails to indicate the status of the class within twenty-four (24) hours after the class ended, it is deemed that the class was not conducted, and the Tutor is not entitled for the payment for this class.

6.5. The Company may offer the Tutor classes with users on special conditions. Special conditions can be provided for in the addenda available in the Tutor's personal account on the the platform.

7. REMUNERATION

7.1. The tutor's remuneration for providing services pursuant to the Agreement is based on the cost of 1 (one) successfully completed individual remote English language class with a tutor whose native language is not English (hereinafter the «class») and bonuses, according to the table:

The cost of 1 (one) class in rubles of the Russian Federation (RUB)	The tutor's proficiency in English	
	Up to and including Upper-Intermediate	Advanced / Proficiency
	Duration of 1 (one) class is 25 (twenty-five) minutes	Duration of 1 (one) class is 25 (twenty-five) minutes
	159,57	186,17
Bonuses, in rubles of the Russian Federation (RUB)		
Bonus for the total number of classes held with the same user:		
20 (twenty) classes – «crystal» bonus		15,96
40 (forty) classes – «sapphire» bonus		26,60
60 (sixty) classes – «emerald» bonus		37,23

80 (eighty) classes – «ruby» bonus	47,87
100 (one hundred) classes – «diamond» bonus	58,51
Monthly bonus	
Bonus for 100 (one hundred) or more classes held by a tutor during 1 (one) calendar month with different users when the total number of classes is less than or equal to 2000 (two thousand).	2 127,66
Bonus for 100 (one hundred) or more classes held by a tutor during 1 (one) calendar month with different users when the total number of classes is more than 2001 (two thousand and one).	5 319,15
One-time bonuses	
Bonus for each successfully completed 1000th (thousandth) class.	1 063,83
Bonus for 5,000 (five thousand) successfully completed classes.	5 000,00
Bonus for 10,000 (ten thousand) successfully completed classes.	10 000,00
Bonus for 15,000 (fifteen thousand) successfully completed classes.	15 000,00

7.2. The tutor's remuneration is calculated by the Company independently based on the Company's data. The conditions under which bonuses are payable to the tutor are determined (identified) by the Company independently based on the Company's data and methodology.

7.3. Bonuses for the total number of classes held with the same user are accrued for each successfully completed class and are paid when the number of classes is reached and in the amount specified in the table, within the terms stipulated for the payment of remuneration in the Agreement. Bonuses are not summed up, the maximum amount of the bonus is 58,51 rubles of the Russian Federation (RUB).

7.4. Monthly bonuses are paid in accordance with the conditions set out in the table, on the nearest remuneration payment date stipulated in the Agreement, for the previous month in which the bonus payment conditions were met. At the same time, 2 (two) flip classes held by the tutor are equated to 1 (one) class in order to calculate monthly bonuses.

7.5. One-time bonuses are paid in accordance with the conditions set out in the table on the nearest remuneration payment date stipulated in the Agreement, after the 10th (tenth) day of the month for the previous month in which the bonus payment conditions were met. One-time bonuses do not add up. At the same time, 2 (two) flip classes held by the tutor are equated to 1 (one) class in order to calculate one-time bonuses.

7.6. The cost of 1 (one) class can be changed in accordance with the terms of section 10 of the Terms.

7.7. When the enrollment of new users is suspended due to the circumstances stipulated in the Agreement, the tutor is paid remuneration only taking into account the cost of successfully completed classes, bonuses are not subject to payment.

8. RETURNS

8.1. The name and list of quantitative indicators of the provision of services, in particular the scope, period of provision, and cost of services, are determined and calculated by the Company independently on the basis of the Company's own data and may be available to the Tutor in full or in part in the Tutor's personal account on the platform (hereinafter – the «personal account»), including in the form of an electronic document issued by the Company based on the results of the reporting period, confirming the actual scope of the services provided by the Tutor (hereinafter – the «Act»).

8.2. The Act is considered: (1) accepted by the Tutor without objections if the Tutor has not received any reasoned objections to the acceptance of the Act within 5 (five) working days from the end of the relevant reporting period and / or posting the Act in the personal account and/or sending the Act to the Tutor's email address specified in clause 2.1. of the Agreement; (2) signed by the Tutor with a simple electronic signature on the 6th (sixth) business day from the end of the corresponding reporting period when the Tutor enters the personal account and/or places the Act in it, or when the Tutor sends the Act from the Tutor's email address specified in clause 2.1. of the Agreement. When signing an Act using the personal account, the electronic signature key is the password to the personal account, the electronic signature verification key is the login to the personal account. When signing an Act using e-mail, the electronic signature key is the password of the e-mail specified in clause 2.1. of the Agreement, the electronic signature verification key is the e-mail address specified in clause 2.1. of the Agreement.

8.3. The Act accepted by the Tutor without objections can be signed by the Company with a simple electronic signature formed using the DocuSign service. In this case, the Act signed by the Company has legal force, as if it was signed by the Tutor with his own hand.

8.4. The Act can be signed with a simple electronic signature of each of the Parties, formed using the Docusign service. In this case, the electronic signature key will be the password to the Docusign service, the electronic signature verification key – the email address for accessing the Docusign service.

8.5. The Parties acknowledge that the Act sent/received by the Party, signed with an electronic signature, is equivalent to a paper document, signed with a handwritten signature and certified with a seal, corresponds to the written form of the document, generates the rights and obligations of the Parties in the performance of mutual obligations of the Parties, is original, has legal force and can be used, in particular, as evidence in court, as well as in the consideration of disputes in pre-trial proceedings.

8.6. The parties are obliged to respect the confidentiality of the electronic signature keys, including not to allow the use of the electronic signature keys belonging to them without their consent. The Party is obliged to immediately inform the receiving Party of the fact of violation of the confidentiality of the electronic signature keys that has become known to it in any available way. All documents sent after the violation of the confidentiality of the electronic signature keys are considered invalid, subject to re-signing and sending in accordance with the procedure established by this section after the consequences of the violation of confidentiality are eliminated.

8.7. The Parties acknowledge that the electronic documents received, signed with a simple electronic signature in accordance with the terms of this section, are a necessary and sufficient condition to establish that the electronic document originates from the Party that sent it. A Party provides an electronic signature verification key at the request of the other Party.

8.8. No later than 1 (one) calendar day following the day of receipt of remuneration by the Tutor, the Tutor shall provide the Company with a receipt drawn up in accordance with the requirements of the applicable legislation. The receipt is provided each time the remuneration is received from the Company. In the event that the Tutor's failure to perform/improper performance of this duty has caused expenses and/or damages to the Company, the Tutor shall reimburse such expenses and/or damages within 10 (ten) business days from the date of receipt of the relevant request.

8.9. The Parties accept the Company's own data as the only reliable source of data that determines the quantitative indicators, volume, period, cost, as well as other characteristics of the services provided.

9. SUSPENSION OF NEW USER ENROLLMENT

9.1. The Company may suspend the enrollment of new users for a tutor if, at the end of a calendar month, the tutor meets the criteria of the «Critical» rating category. Suspension of enrollment means that the Company no longer assigns classes to the tutor with new users. The enrollment of new users is suspended for all classes held by the tutor for the Company's users, in accordance with the Agreement.

9.2. Suspension of enrollment does not affect users who have already been engaged or are engaged with such a tutor (for example, current users or users who have returned to the tutor after a break. New user enrollment can be resumed at the Company's discretion if the reasons for suspension of new user enrollment have been eliminated.

9.3. The rating is formed monthly based on the tutor's indicators (KPI):

Indicator (KPI) of the tutor	Rating category			
	Category «A»	Category «B»	Category «C»	Category «Critical»
<p>Tutor's attendance The ratio of the number of successfully completed classes to the total number of scheduled classes. Classes that are missed or canceled on the tutor's initiative are not considered to have been held. Classes postponed to another time, canceled at the initiative of the user or canceled due to non-payment by the user are not taken into account when calculating the indicator.</p>	98.5% or higher	97% or higher	90% or higher	Below 90%
<p>Tutor's attendance in the first class The ratio of the number of first successfully completed classes to the total number of scheduled first classes. Classes that are missed, canceled or rescheduled on the initiative of the tutor are not considered to be successfully completed. Classes postponed to another</p>	100%	100%	Lower than 100% (no more than one transfer and no first classes canceled or missed due to the tutor's fault)	Lower than 100% (more than one transfer or the presence of canceled or missed first classes due to the tutor's fault)

time, canceled at the initiative of the user or canceled due to non-payment by the user are not taken into account when calculating the indicator.				
LifeTime (LT) of users The number of users with the status of crystal or higher, multiplied by the coefficient that is determined by the Company for each specific user status in accordance with clause 9.4. of the Terms.	The TOP 25% of tutors	The TOP 50% of tutors	Lower than 50% of tutors	
Number of classes Only successfully completed classes are counted.	The TOP 25% of tutors	The TOP 50% of tutors	Successfully completed classes lower than 50% of tutors	
<p>The tutor meets the rating criteria of category «A» if the indicators «Tutor's Attendance» (98.5% and higher) and «Tutor's Attendance in the first class» (100%), «Number of classes» and «LifeTime (LT)» are the TOP 25% of tutors and higher.</p> <p>The tutor meets the rating criteria of category «B» if the indicators «Tutor's Attendance» (97% and higher) and «Tutor's Attendance in the first class» (100%), «Number of classes» or «LifeTime (LT)» are in the TOP 50% of tutors and higher.</p> <p>The tutor meets the rating criteria of category «C» if the indicators «Tutor's Attendance» (90% or higher) and «Tutor's Attendance in the first class» (less than 100% no more than one transfer and the absence of the canceled or missed first classes due to the tutor's fault).</p> <p>The tutor meets the rating criteria of the «Critical» category if the indicators are «Tutor's Attendance» (below 90%) or «Tutor's Attendance in the first class» (below 100% more than one transfer or the presence of the canceled or missed first classes due to the tutor's fault).</p>				

9.4. The LifeTime (LT) of users indicator is calculated for each tutor using the formula:
 Lifetime (LT) of users = 1N (crystal)+4N (sapphire)+9N (emerald)+16N (ruby)+25N (diamond), where:
 Number – coefficient,
 N – the number of users with this status who successfully completed classes in the billing month.

9.5. Quantitative indicators specified in section 9.4. of the Terms are determined and calculated based on the Company's data and methodology.

9.6. The Company may resume the enrollment of new users that was suspended due to the tutor receiving a «Critical» rating, if at the end of the calendar month the tutor meets the criteria of the «A» or «B» rating, and there are no other grounds for suspending the enrollment of new users. Resuming the enrollment of new users means that the Company can assign the tutor classes with new users. In this case, bonus payments are resumed in accordance with the terms of the Terms.

10. RAISING THE GRADE

10.1. A tutor's grade can be raised if the tutor grants the Company one of the certificates listed below, provided that the certificate is issued no earlier than three years before the date it is granted to the Company:

Certificate	Acceptable level or grades
Cambridge English Qualifications	
CAE	A - C
CPE	A - C
BEC Higher	A - C
IELTS (general /academic)	7 - 9
TKT (Modules 1-3)	3-4
Другие экзамены	
TOEFL	95 - 120
TOEIC	Listening and Reading 945 - 990 Writing 180 - 200 Speaking 180 - 200
ITEP (academic plus/business plus)	4,5 - 6
Pearson Test of English (PTE Academic)	65 - 90
Pearson Test of English (General)	4-5

CELTA	+
DELTA (Module 1, 2 or 3)	+
TESOL TRINITY (cert/dip) / Intesol Worldwide (190-390 hour; B1 and higher)	+

10.2. The tutor sends a request for a grade increase and a certificate to the Company representative at the email address teachers.care@skyeng.ru.

10.3. The Company verifies the authenticity of the certificate and its compliance with the criteria specified in clause 10.1 of the Terms within 10 (ten) business days from the date of receipt of the certificate.

10.4. If the verification does not confirm the authenticity of the certificate or its compliance with the criteria specified in paragraph 10.1 of the Terms, the tutor receives an email notification about this.

10.5. As a result of successful verification, the tutor and the Company change the terms of the agreement between the Company and the tutor on the cost per successfully held class in accordance with the Table in clause 7.1. of the Terms.

10.6. The Company may carry out certification or assessment of the quality of the tutor's work, which may result in an increase in the tutor's grade.

11. COMPENSATION FOR EXPENSES

11.1. When the grade is increased, the Tutor may be compensated for 50% (fifty) percent, but not more than 10 000,00 (ten thousand) rubles of the Russian Federation (RUB), of the cost of the exam, the certificate of which served as the basis for the grade increase, provided that the exam was passed during the period when the Tutor held classes for the Company's users. To receive compensation, the tutor sends to the email address teachers.care@skyeng.ru a copy of the receipt or Bank statement confirming payment for the exam.

11.2. If the Tutor passes the GMAT exam (600 or more points), the Unified State Exam according to the FSBNU «FIPI» program in one profile subject, Linguaskill (Business/General, full package) 180 or more points, TEFL (from 140 hours according to Intesol Worldwide), IHC (certificate completed all assignments at a satisfactory level), the Tutor may receive compensation in the amount of 50% (fifty) percent, but not more than 10 000,00 (ten thousand) rubles of the Russian Federation (RUB) for each of the specified exams without increasing the grade.

11.3. Compensation is paid if, after changing the grade and the cost of one successful class, the tutor holds 100 successful classes for the Company's users. Classes that are canceled or missed due to the fault of the Tutor or user, rescheduled or canceled due to non-payment by the user are not counted. When the specified threshold is reached the tutor submits a request for compensation to the email address teachers.care@skyeng.ru.

12. MISCELLANEOUS

12.1. Any quantitative indicators other than those expressly provided for by the Terms are determined and calculated by the Company based on the Company's data and methodology.

12.2. The Terms are confidential and are not subject to disclosure by the tutor, except as required by applicable legislation. If the tutor discloses the Terms, the tutor shall refund the company's damages in full.