

## User Agreement

### 1. General Provisions

1.1. This User Agreement for the use of the Platform (hereinafter referred to as the "Agreement") governs the relationship between the User and MTS arising in connection with the use of the Platform.

1.2. This Agreement is a public offer in accordance with Paragraph 2 of Article 437 of the Civil Code of the Russian Federation, the performance of the actions specified in this Agreement is confirmation of the User's consent to conclude an Agreement (acceptance of Agreement) on the terms set forth in this Agreement.

1.3. Proper acceptance of the Agreement in accordance with Article 438 of the Civil Code of the Russian Federation is considered to be the registration by the User on the Platform (creation of a Personal Account). From that moment, the Agreement between the User and MTS is considered concluded.

1.4. Acceptance of the Agreement means full and unconditional acceptance by the User of all the terms of the Agreement without any exceptions or restrictions on the terms of accession. Acceptance of the Agreement by the Subscriber is the conclusion of a supplementary agreement to the Agreement on the provision of mobile radiotelephone communication services, establishing the procedure for using the Platform by the Subscriber.

1.5. Acceptance of this Agreement is also the User's agreement with the rules for the provision of educational services of the Partner, given in Appendix No. 1 to this Agreement, which are an integral part of this Agreement.

1.6. This Agreement governs only the relations between the Parties arising in connection with the use of the Platform by the User. MTS does not provide any services under this Agreement. The relationship between MTS and the User regulated by this Agreement is not educational services and is not subject to the Federal Law "On Education in the Russian Federation" dated December 29, 2012 No. 273-FZ.

1.7. Given that this offer does not apply to persons residing in the EU (European Union), the User confirms that he/she is not a person residing in the EU. Otherwise, the User has to refuse to accept this Agreement.

### 2. Terms and definitions

2.1. **MTS** - Mobile TeleSystems Public Joint Stock Company.

2.2. **User** - an individual who is a party to the Agreement and meets the requirements established by Section 4 of this Agreement.

2.3. **Subscriber** - a User who has entered into an agreement with MTS on the provision of mobile radiotelephone services.

2.4. **Parties** - User and MTS.

2.5. **Platform** – software for electronic computing machines (computers), presented as a set of data and commands intended for computers and computer devices, including smartphones, tablets and other mobile devices, in order to obtain a certain result of devices functioning, including audiovisual displays, access to which is provided through the Internet information and telecommunications network, posted on the Site. The Platform is intended for the User to gain access to the Courses.

2.6. **Site** - a set of pages on the Internet, located at the address: [www.smart-rus.com](http://www.smart-rus.com), allowing access to the Platform.

2.7. **Personal account** - a set of web pages of the Platform, created as a result of registration of the User, accessed by entering the User's authentication data (email address and password).

2.8. **Courses** - Self-study materials or Partner programs.

2.9. **Self-Study Materials (Materials)** - content posted on the Platform, the rights to which belong to MTS (including video lectures, webinars, video lessons, audio recordings and texts).

2.10. **Partner Programs** - services for conducting distance learning in subjects and educational programs specified in the relevant section of the Platform, provided by the Partner to the User through the Platform.

2.11. **Partner** - Federal State Autonomous Educational Institution of Higher Education "Peoples' Friendship University of Russia".

2.12. **Tariffs** - remuneration for the right to use the Platform provided by MTS to the User, as defined on the Site.

### **3. Subject of the Agreement**

3.1. The Platform is software through which the User is provided access to the Materials, as well as to the interaction between the User and the Partner for the User to study the Partner Programs.

3.2. Within the framework of this Agreement, MTS grants the User the right to use the Platform for its functional purpose, carried out in the remote access mode via the Internet, at the User's request to the Site, including on the User's equipment, while saving a copy of the Platform and Materials on the MTS equipment. At the same time, some of the Materials may be stored on the User's equipment as long as the User uses the Platform. The right specified in this sub-clause is granted on the terms of a simple (non-exclusive) license throughout the entire world during the entire period of access to the Platform paid by the User.

3.3. For the granted right to use the Platform, the User pays a license fee in accordance with the Tariffs posted on the Site.

### **4. The procedure for providing access and use of the Platform.**

4.1. To access the Platform, the User needs to register on the Site and create a Personal Account.

4.2. Access to the Courses is provided only after the User makes payment in accordance with Section 5 of this Agreement.

4.3. To provide access to the Courses, the User needs a personal computer and access to the Internet that meet the requirements below, purchased by the User independently and at the User's own expense. MTS is not responsible for the impossibility of providing access to the Courses should the User fail to have the necessary software or access to the Internet or they function incorrectly.

4.4. Minimum system requirements to access the Platform:

- Operating system: Windows 7/8 / 8.1 / 10, Mac OS X 10.9, 10.10, 10.11;
- Installed Internet browser Google Chrome of the latest stable user version with auto-update enabled;
- RAM: 2 GB or more, processor: 2-core processor from 1.8 GHz;
- Microphone;
- Internet connection from 3 Mbps.

Recommended system requirements:

- Operating system: Windows 8 / 8.1 / 10, Mac OS X 10.10, 10.11;
- Installed Internet browser Google Chrome of the latest stable user version with auto-update enabled;
- RAM: from 4 GB and above;
- Processor: 2 core processor from 2.2 GHz;
- Microphone and video camera;
- Internet connection from 35 Mbit / sec.

4.5. The User:

- a capable individual (a person who has reached the age of 18 (eighteen), or a person who has not reached the age of 18 (eighteen), recognized as capable in accordance with the procedure established by the legislation of the Russian Federation);
- an individual aged 14 (fourteen) to 18 (eighteen) with the consent of legal representatives.

4.6. By accepting this Agreement, the User, acting freely, by his/her own will and in his/her interest, expresses his/her specific, informed and conscious consent to MTS (109147, Moscow, Marksistskaya st., 4) to processing

his/her personal data, including name, e-mail address, mobile phone number, in order to make possible using the Platform, receive educational services. The User also gives consent to MTS to send advertising information and transfer to the third parties the User's personal data in the amount necessary for processing personal data specified in this paragraph:

third parties to whom the User's personal data is transferred:

- 1) STREAM LLC (115432, Moscow, Proektiruemiy proezd 4062-Й, 6/2, room 22);
- 2) Federal State Autonomous Educational Institution of Higher Education "Peoples' Friendship University of Russia" (117198, Moscow, Miklukho-Maklaya Street, 6).

Processing personal data can be carried out using automation tools or without them, including collection, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, deletion and destruction of personal data.

MTS has the right to process personal data within the timeframe necessary to achieve the stated goals of personal data processing. At the same time, the User reserves the right to withdraw consent to processing personal data by submitting a written application to MTS in accordance with the legislation of the Russian Federation.

By registering on the Platform (creating a Personal Account), the User confirms that he/she is a capable person, or, if the User is already 14 (fourteen), but not 18 (eighteen) yet, confirms the consent of the legal representative to conclude the Agreement. In this case, when registering, the User indicates the contact details of the legal representative, and MTS reserves the right to contact the legal representative using the specified data to confirm the availability of the consent received. For the purposes of processing personal data specified in this paragraph above, the notion "User" also includes the legal representative of the User.

4.7. By paying the license fee for using the Platform, the User confirms that he/she is familiar with the information about MTS, the Partner, and the conditions for the provision of Courses that are posted on the Site.

## **5. Financial terms**

5.1. Obtaining the right to use the Platform is carried out by choosing the Tariffs on the Site. The User is obliged to pay the license fee for using the Platform at the selected Tariff in the form of 100% one-time prepayment. The right to use the Platform is granted to the User after full payment of the license fee.

5.2. When paying a license fee for using the Platform in the Personal Account, the User chooses a payment method and performs actions provided for by the rules of the relevant electronic payment systems and processing companies. In this case, the moment of payment is the moment of positive payment authorization in the selected payment system.

5.3. Payment according to the Tariff can be made by the Subscriber by means of the funds contributed by him as an advance under the contract for the provision of mobile radiotelephone communication services, in the manner prescribed by such contract.

5.4. MTS does not control the hardware and software of electronic payment systems and is not responsible for errors in such hardware and technical complex. If, as a result of such errors, the User's funds were debited, but the payment was not authorized, the obligation to return the funds to the User lies with the provider of the electronic payment system.

5.5. Acceptance of non-cash funds in payment of the license fee for the use of the Platform is carried out by the MTS Corporate University Limited Liability Company (TIN 9709013327) (hereinafter - CU). CU is an agent of MTS and executes the order of MTS to attract Users and accept non-cash funds. CU is not a paying agent when making settlements within the meaning of Part 2 of Art. 1 of the Federal Law of 03.06.2009 No. 103-FZ "On the activity of accepting payments from individuals carried out by payment agents", neither it is a payment aggregator within the meaning of Art. 14.1 of the Federal Law of 27.06.2011 N 161-FZ "On the National Payment System". Relations between MTS and CU in terms of executing an order for accepting a non-cash payment for a license fee are governed by the provisions of civil legislation on agency services (Chapter 52 of the Civil Code of the Russian Federation).

## **6. Rights and obligations of the Parties**

## **6.1. MTS is obliged to:**

6.1.1. In the manner prescribed by this Agreement, provide the User with the right to use the Platform, as well as access to the Courses on the terms of the ordered and paid Tariffs. In this case, the Platform is provided on an "as is" basis, MTS shall not be responsible for any failures in the Platform. In any case, MTS shall not be liable in the form of compensation to the User for lost profits. MTS shall not guarantee that the Site and Platform meet the User's requirements, that access to the Site and Platform will be provided continuously, quickly, reliably and without errors.

6.1.2. Take the necessary organizational measures to protect user data and comply with other established requirements to ensure the confidentiality of information about the User and the granted right of use.

6.1.3. MTS shall be released from liability for non-fulfillment or improper fulfillment of obligations assumed under the Agreement, if their non-fulfillment or improper fulfillment was due to force majeure circumstances, or the actions of third parties or in connection with the actions or inactions of the User, including in connection with the failure of the User to comply with the requirements established by this Agreement.

6.1.4. Provide technological access of the Partner and the User to the Platform for the purpose of their interaction with each other when the User requires access to the Partner Programs.

## **6.2. MTS has the right to:**

6.2.1. Change the interfaces of the Platform, Courses at its own discretion without the consent of the User.

6.2.2. When using the Platform, at any time and in any quantity, it has the right to send the User information messages that confirm the fact of the User's use of the Platform and / or provide information that is significant for the effective use of the Platform.

## **6.3. The user is obliged to:**

6.3.1. Completely and accurately fill in all the necessary information about him/herself in his/her Personal Account;

6.3.2. Timely update all the information contained in the User's profile in the Personal Account. All responsibility for the consequences arising from the untimely updating of information in the User's profile lies with the User;

6.3.3. Not to provide authentication data (login and password to their Personal Account) to third parties. The parties unconditionally agree that all actions performed in the Personal Account when using the User's authentication data are considered to have been committed by the User;

6.3.4. Not to violate the intellectual rights of MTS or the Partner under the Agreement, including:

- not to copy or distribute all materials of the Platform and Courses;
- not to give third parties their Personal Account for use.
- bypass the technical restrictions set on the Site;
- not to study the technology, decompile or disassemble the Site and the Personal Account, except for cases expressly provided for by the legislation of the Russian Federation;
- not to copy the Site and Personal Account, as well as their design;
- not to change the Site and Personal Account in any way;
- not to perform actions aimed at changing functioning and performance of the Site and the Personal Account.

6.3.5. Not to violate the legislation of the Russian Federation and other applicable legislation and not to take actions directly or indirectly related to the Platform that can harm MTS, the Partner, or third parties.

6.3.6. To read the rules for the provision of educational services of the Partner, given in Appendix No. 1 to this Agreement, governing obligations when accessing the Partner programs provided by the Partner. Acceptance of this Agreement means, among other things, agreement with the rules for the provision of educational services of the Partner, specified in Appendix No. 1.

## **6.4. The User has the right to:**

6.4.1. Use the Platform according to its functional purpose and the posted Materials within the limits established by the Agreement, as well as get access to Partners' Programs;

6.4.2. When registering on the Platform (creating a Personal Account), express your consent by putting a checkmark in a special field to receive newsletters, advertisements from MTS and / or a Partner, to the email address left by the User. The User, accepting this Agreement, also agrees to use information about him to promote goods / works / services, including through direct contacts with the User using communication means. The User has the right to revoke the consent given by him at any time by sending a corresponding statement to MTS. The consent is considered withdrawn by the User from the moment MTS receives the application specified in this paragraph

## **7. Final provisions**

7.1. The Parties agreed that, unless otherwise expressly provided by the legislation of the Russian Federation or by agreement of the Parties, any messages, notifications and documents in the form of well-readable scanned or photocopies sent by the Parties exclusively from the email addresses of MTS and the User - from the email address specified by them during registration on the Platform; as well as any messages, notifications, and documents transmitted through the Personal Account, have the legal force of the corresponding documents on paper and create for the Parties all the rights and obligations provided for by the Agreement.

7.2. This Agreement is a subscription agreement within the meaning of civil law. This Agreement is valid until the end of the calendar quarter in which it was accepted by the User. If neither the User nor MTS announces the termination of the Agreement 5 (five) calendar days before its expiration, the Agreement is considered extended for the next calendar quarter. The number of Agreement extensions is not limited. MTS has the right to post a new version of the Agreement or the cost of the Service and payment terms on the Site before the end of the calendar quarter of the contract. In this case, the current Agreement with the User is considered terminated on the date of its expiration. The User's further use of the Platform are considered acceptance of the new version of the Agreement and the conclusion of a new Agreement for the next calendar quarter of its validity. The User undertakes to independently monitor the notification of the new version of the Agreement on the Site.

7.3. The procedure for early termination of the Agreement is determined in accordance with the legislation of the Russian Federation. The parties agreed that MTS has the right to unilaterally suspend executing this Agreement if the User violates one or more of the obligations established by this Agreement.

7.4. The parties have established that the applicable law to this Agreement is the legislation of the Russian Federation, with the exception of cases of the application of super-mandatory norms of other legislation potentially applicable to this Agreement. The text of this Agreement in Russian is authentic and priority, in cases of any discrepancy, if for information purposes the text of this Agreement is posted in a language other than Russian.

7.5. In the event of any disputes, the User undertakes to send a claim to MTS in the manner indicated on the Site. If the claim is not resolved, the User has the right to apply to an authorized court in accordance with the civil procedure legislation of the Russian Federation.

**Rules for the provision of educational services of the Partner.**

1. The subject of these Rules is the provision of educational services by the Partner (hereinafter referred to as the Rules), the provision of educational services by the Federal State Autonomous Educational Institution of Higher Education "Peoples' Friendship University of Russia" (hereinafter referred to as the Partner) for the purpose of obtaining education by the User under the corresponding continuing general educational program (hereinafter referred to as the Program ) in accordance with the current legislation of the Russian Federation and with the terms of these Rules, within the educational standards independently established by the Partner (if any), in accordance with the curricula, including individual, and the educational programs of the Partner.

**2. General conditions of study**

- 2.1. The user is enrolled in the Program after confirmation of payment for studies.
- 2.2. The Application indicates the name of the Program, the form of mastering the curriculum, the Program volume, training duration and period.
- 2.3. User training under the Program is carried out using e-learning and distance learning technologies.
- 2.4. The quality of educational services is defined as a complex characteristic of educational activities and User training, expressing the degree of their compliance with established educational standards, federal state requirements, continuing general educational program and the curriculum of the Program, including an individual plan (if any).

**3. Obligations of the Parties**

**3.1. The Partner is obliged to:**

- 3.1.1. Provide educational services in accordance with the terms of these Rules.
- 3.1.2. Enroll the User who has accepted these Rules for training under the Program.
- 3.1.3. Organize and provide proper training for the User in accordance with the current curriculum of the Program.
- 3.1.4. Inform the User about the provision of paid educational services in the manner and volume provided for by the Law of the Russian Federation dated 07.02.1992 No. 2300-1 "On Protection of Consumer Rights" and Federal Law dated 29.12.2012 No. 273-FZ "On Education in the Russian Federation".
- 3.1.5. Provide the right, in the manner established by the Partner, to use network sources of information necessary for mastering the Program.
- 3.1.6. Recommend to the User educational literature and teaching aids as part of the Program, acquired by the User at his/her own expense.

**3.2. The User is obliged to:**

- 3.2.1. Independently and in a timely manner learn about the date, time, conditions for the provision of educational services, as well as changes in these conditions;
- 3.2.2. Notify the Partner about good reasons for absence from class;
- 3.2.3. Conscientiously master the Program and perform the Program curriculum;
- 3.2.4. During the provision of services and during the provision of educational services, observe and maintain public order and generally accepted norms of behavior, behave respectfully towards other Users, representatives of the Partner and other persons;
- 3.2.5. Comply with the requirements of the provisions of the Partner's Charter, orders, rules and other local regulations in force with the Partner related to the implementation of the Program and the execution of these Rules.
- 3.2.6. Observe the Partner's intellectual rights to information, training and educational materials and other intellectual property of the Partner, access to which is provided in the course of training;
- 3.2.7. Copy audio and video materials of the Partner, broadcasted online, in whole or in part, record broadcasts of training sessions only subject to the written consent of the Partner.

**4. Rights of the Parties**

**4.1. The Partner has the right to:**

4.1.1. Independently carry out educational process;

4.1.2. Refuse the User to provide educational services at any time if the information provided is unreliable.

4.1.3. Apply incentives and disciplinary measures to the User in accordance with the legislation of the Russian Federation, the constituent documents of the Partner, these Rules and local regulations of the Partner.

4.1.4. Expel the User on the following grounds:

- in case of failure by the User to fulfill the obligation to conscientiously master the Program and the curriculum of the Program;

- as a disciplinary measure for failure to comply with and for violation by the User of the provisions of the Partner's Charter, decisions of the Academic Board and Administration, orders, rules, instructions and other local regulations in force for the Partner, and these Rules;

The User is considered expelled from the date determined by the relevant order of the Partner.

4.1.5. Introduce changes to the approved schedule for the provision of educational services.

#### **4.2. The User has the right to:**

4.2.1. Receive information from the Partner on issues related to the organization and ensuring proper performance of educational services;

4.2.2. The User is granted academic rights in accordance with Part 1 of Article 34 of the Federal Law of December 29, 2012 No. 273-FZ "On Education in the Russian Federation" in the manner prescribed by the legislation of the Russian Federation and local regulations of the Partner.