

Public Offer Agreement

for the provision of language-practice organisation and online-lesson services

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This document is an official offer by the Provider to enter into an agreement for the provision of services related to the organisation of language practice, online lessons and consulting support.

A. Parties

Provider: Individual Entrepreneur Kristina Khelisupali (I/E Kristina Khelisupali)

Registration No.	01501134269
Registered address	Tbilisi, Bob Walsh st. 30-96
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hereinafter referred to as the "Provider", on the one hand, and an individual who has submitted a request, registered on the website, paid for the services, or actually begun receiving the services, hereinafter referred to as the "Client", on the other hand.

This offer is published on the website: **<https://haochinese.ru/en>**.

A.1. Notice for minors

If the Client, or the person for whom the services are purchased, is under 18 years of age, submitting a request, making payment and participating in lessons must be carried out with the consent of a parent or legal guardian.

The parent or legal guardian is responsible for providing the minor's data and for organising the minor's participation in lessons.

B. Acceptance of the offer

Acceptance of this offer occurs when the Client performs one or more of the following actions:

- paying for the services;
- submitting a request on the website;
- registering on the platform or in a personal account;
- agreeing on a lesson date and time;
- actually attending a lesson;
- providing the data necessary for the provision of the services.

From the moment of acceptance, the agreement is considered concluded between the Provider and the Client.

Acceptance is full and unconditional and constitutes the Client's agreement with all terms of this offer.

1. Subject of the agreement

1.1. The Provider renders services to the Client for the organisation of language practice and online foreign-language lessons.

1.2. The services may include:

- individual online lessons;
- mini-group lessons;
- conversational practice;
- speaking clubs;
- consulting support;
- teacher matching;
- provision of materials for independent practice;
- homework review, where included in the selected plan;
- organisation of lessons with Russian-speaking teachers and/or native speakers.

1.3. The services are provided remotely using the Internet, video-communication platforms, interactive platforms, messengers and other online tools.

1.4. The services under this agreement are informational, consultative and practice-oriented in nature and are aimed at organising language practice and online lessons.

1.5. This agreement is not an agreement for the provision of licensed educational services under state-accredited educational programmes.

1.6. The Provider does not issue state-recognised certificates of education, qualification, or completion of an educational programme.

2. Procedure for the provision of services

2.1. The format, duration, number of lessons, price and other conditions are determined by the plan chosen by the Client, as set out on the website, in messenger correspondence, an invoice, the personal account, or another communication channel.

2.2. Unless otherwise stated in the plan, the standard duration of one online lesson is:

- 55 minutes — for individual lessons;
- a different duration — for trial lessons, mini-groups, speaking clubs and special formats.

2.3. Lessons are held according to a pre-agreed schedule.

2.4. The lesson link, platform access or other connection details are sent to the Client via e-mail, messenger, the personal account, or another agreed method of communication.

2.5. The Provider may engage third parties — teachers, curators, methodologists, managers — to provide the services under this agreement.

2.6. The Provider may replace a teacher in the event of illness, technical impossibility of holding the lesson, termination of cooperation with the teacher, or for other organisational reasons. When replacing a teacher, the Provider takes into account the Client's level, goals and lesson format.

2.7. The Provider may update materials, the lesson format, the structure of the practice and the content of assignments, taking into account the Client's level, goals and progress.

2.8. The outcome of language practice and online lessons depends, among other things, on the regularity of attendance, independent practice, the Client's engagement, individual characteristics, and other factors not entirely dependent on the Provider.

3. Rights and obligations of the Client

3.1. The Client undertakes to:

3.1.1. Provide the Provider with accurate data necessary for the provision of the services:

- first and last name;
- phone number;
- e-mail address;
- the student's name;
- the student's age, if the services are purchased for a child;
- language level and lesson goals, where applicable.

3.1.2. Pay for the services on time.

3.1.3. Ensure the technical conditions necessary to participate in online lessons:

- a stable Internet connection;
- a device with Internet access;
- a working microphone;
- a camera, where necessary;
- access to the chosen platform or video-communication service.

3.1.4. Independently check the operability of the equipment before the lesson begins.

3.1.5. Attend lessons at the agreed time.

3.1.6. Give notice of a lesson's cancellation or rescheduling no later than 8 (eight) hours before it is due to begin.

3.1.7. Behave respectfully towards the teacher, other students, managers and representatives of the Provider.

3.1.8. Not transfer access to lessons, links, materials, the personal account or other resources of the Provider to third parties.

3.1.9. Not copy, distribute, publish or use the Provider's materials for commercial purposes without the Provider's written consent.

3.1.10. The parent or legal guardian of a minor student is responsible for the child's conduct during lessons.

3.2. The Client is entitled to:

3.2.1. Receive the services in accordance with the chosen and paid plan.

3.2.2. Receive information about the terms of lessons, the schedule, the teacher, and the balance of paid lessons.

3.2.3. Send the Provider questions, requests and comments regarding the quality of the services.

3.2.4. Withdraw from the services in the manner set out in the refund section.

4. Rights and obligations of the Provider

4.1. The Provider undertakes to:

4.1.1. Organise the delivery of online lessons and language practice.

4.1.2. Provide the Client with the information necessary to participate in lessons.

4.1.3. Ensure that paid lessons are delivered, provided the Client complies with the terms of this agreement.

4.1.4. Where a lesson cannot be held through the fault of the Provider, offer to reschedule it to another agreed time.

4.1.5. Process the Client's personal data in accordance with the Privacy Policy.

4.2. The Provider is entitled to:

4.2.1. Require the Client to provide the data necessary for the provision of the services.

4.2.2. Suspend the provision of services in the absence of payment.

4.2.3. Refuse or terminate the provision of services in the event of:

- rude, aggressive or disrespectful conduct by the Client;
- insulting the teacher, other students or representatives of the Provider;
- a breach of discipline during a lesson;

- transferring access to third parties;
- a breach of the terms of this agreement;
- an inability to provide the services because required data was not supplied.

4.2.4. Replace a teacher for organisational reasons.

4.2.5. Reschedule a lesson due to technical necessity, a teacher's illness, or other circumstances preventing the lesson from being held.

4.2.6. Update materials and lesson formats.

4.2.7. Change the price of services, plans and the terms of new sales. This does not affect the price of services already paid for.

5. Price of services and payment procedure

5.1. The price of the services is indicated on the website, in an invoice, in a message from a manager, in the personal account, on the payment form, or via another communication channel.

5.2. Payment is made on a 100% prepayment basis, unless the parties have separately agreed on a different arrangement.

5.3. Payment may be made:

- by bank card;
- via a payment link;
- by bank transfer;
- through payment services;
- by any other method offered by the Provider.

5.4. The services are considered paid for from the moment the funds are received by the Provider or payment is confirmed by the payment service.

5.5. The Client is responsible for the correctness of the payment and the accuracy of the details provided.

5.6. Proof of payment may be confirmed by an electronic receipt, payment notification, invoice, statement, or other document confirming payment.

6. Validity period of lesson packages

6.1. The validity period of a paid lesson package is indicated on the website, in the plan, in the personal account, in a message from a manager, or via another agreed communication channel.

6.2. If the validity period of a package is not separately indicated, the package is valid for 40 (forty) calendar days from the date of payment.

6.3. At the end of the package's validity period, unused lessons may be forfeited, unless otherwise agreed with the Provider.

6.4. An extension of a package's validity period is possible by agreement with the Provider.

7. Rescheduling and cancellation of lessons

7.1. The Client may reschedule or cancel a lesson by notifying the Provider no later than 8 (eight) hours before the lesson is due to begin.

7.2. If the Client notifies the Provider later than the above period, the lesson is deemed to have taken place and is deducted from the paid package.

7.3. If the Client fails to attend a lesson without notice, the lesson is deemed to have taken place.

7.4. In the event of the Client's lateness, the lesson time is not extended.

7.5. If the teacher is more than 15 minutes late, the lesson may be extended by the time of the delay or rescheduled by agreement of the parties.

7.6. If a lesson does not take place through the fault of the Provider, it is not deducted and is rescheduled to another agreed time.

7.7. If a lesson cannot be held for reasons related to technical problems on the Client's side, the Provider may count the lesson as having taken place. The Provider may, at its discretion, offer to reschedule the lesson in full or in part.

7.8. If a technical failure occurs on the side of the Provider or the teacher, the lesson is rescheduled or compensated.

8. Trial lesson

8.1. The Provider may offer the Client a trial lesson free of charge or for a separate fee.

8.2. The purpose of the trial lesson is to introduce the format and determine the level, goals and a suitable teacher.

8.3. The trial lesson does not guarantee that a specific teacher will be permanently assigned to the Client.

8.4. The terms of the trial lesson may differ from the terms of regular lessons.

9. Speaking clubs and group lessons

9.1. Speaking clubs and group lessons are held provided the minimum number of participants set by the Provider is reached.

9.2. The Provider may reschedule or cancel a group lesson if the group is not filled.

9.3. If a group lesson is cancelled on the Provider's initiative, the Client is offered a reschedule, a change of format, or a refund of the price of the service not rendered.

9.4. A participant of a group lesson must observe the rules of communication and not disrupt other participants.

9.5. If participation in a speaking club is cancelled less than 8 hours before it begins, the participation fee is not refunded.

10. Refunds

10.1. The Client may withdraw from the services and submit a refund request to the Provider.

10.2. A refund is only possible for unused lessons or services not rendered.

10.3. The refund amount is calculated as the amount paid for the services, less the price of lessons actually held.

10.4. If the Client purchased a discounted lesson package, upon refund the price of lessons actually held may be recalculated at the base price of a single lesson without the discount, if this was a condition of the plan.

10.5. When issuing a refund, expenses actually incurred by the Provider, including bank fees, payment-system commissions and other costs associated with processing the payment and the refund, may be deducted from the refund amount.

10.6. Refunds are made within 10 (ten) business days from the date the Provider receives the refund request and the Client's necessary payment details.

10.7. Refunds are made using the same method as the original payment, or by another method agreed between the parties.

11. Intellectual property

11.1. All materials, texts, exercises, presentations, flashcards, recordings, assignments and teaching materials published on the website, on the platform, or sent to the Client are the intellectual property of the Provider or are used by the Provider on a lawful basis.

11.2. The Client is granted the right to use the materials solely for personal, independent practice.

11.3. Without the Provider's written consent, the Client may not:

- copy the materials;
- distribute the materials;
- publish the materials in the public domain;
- transfer the materials to third parties;
- use the materials to conduct their own lessons;
- sell or otherwise commercially exploit the materials.

12. Personal data

12.1. The Client consents to the processing of personal data provided when submitting a request, making payment, registering, or otherwise communicating with the Provider.

12.2. Personal data is processed for the purposes of:

- communicating with the Client;
- organising lessons;
- matching a teacher;
- processing payment;
- sending notifications;
- performing this agreement;
- sending informational and service messages.

12.3. Personal data is processed in accordance with the Privacy Policy published on the Provider's website.

12.4. The Client may withdraw consent to the processing of personal data by sending the Provider a corresponding notice.

12.5. If consent to the processing of personal data is withdrawn, the Provider may discontinue the provision of the services if their continued provision without processing the data is not possible.

13. Liability of the parties

13.1. The parties are liable for breaching the terms of this agreement in accordance with applicable law.

13.2. The Provider is not liable for the impossibility of providing the services if it arose for reasons attributable to the Client, including:

- absence of an Internet connection;
- equipment malfunction;
- lack of access to a messenger or e-mail;
- incorrectly provided contact details;
- lateness or failure to attend a lesson;
- failure to meet technical requirements.

13.3. The Provider is not liable for the actions of banks, payment services, telecom operators, Internet providers, and other third parties.

13.4. The outcome of language practice and online lessons depends, among other things, on the regularity of attendance, independent practice, the Client's engagement, individual characteristics, and other factors not entirely dependent on the Provider.

13.5. Before contacting a bank or payment system regarding a refund, the Client agrees to first submit a claim to the Provider.

13.6. The Provider's total liability under this agreement is limited to the price of services paid for but not rendered.

14. Force majeure

14.1. The parties are released from liability for partial or complete failure to perform their obligations if it was caused by circumstances of force majeure.

14.2. Such circumstances include natural disasters, military actions, mass communication failures, restrictions imposed by government

authorities, epidemics, service blockages, payment-system outages, and other circumstances beyond the parties' control.

14.3. The party affected by such circumstances undertakes to notify the other party at the first reasonable opportunity.

15. Changes to the terms of the offer

- 15.1. The Provider may unilaterally amend the terms of this offer.
- 15.2. A new version of the offer takes effect from the moment it is published on the website, unless a different period is stated in the offer itself.
- 15.3. The terms in effect at the time of payment apply to services already paid for, unless the law requires otherwise or the change is favourable to the Client.
- 15.4. Continued use of the services after a new version of the offer is published constitutes the Client's agreement with the updated terms.

16. Term of the agreement

- 16.1. The agreement takes effect from the moment the Client accepts the offer.
- 16.2. The agreement remains in effect until the parties have fully performed their obligations.
- 16.3. The Provider may unilaterally terminate the agreement in the event of a material breach of the terms of this offer by the Client.

17. Dispute resolution

- 17.1. The parties shall endeavour to resolve all disputes and disagreements through negotiation.
- 17.2. The Client may send a claim to the Provider by e-mail: **kristinakhelisupali@gmail.com**.
- 17.3. The response period for a claim is 10 (ten) business days from the date of its receipt.
- 17.4. If a dispute cannot be resolved through negotiation, it shall be referred to the court at the place of the Provider's registration, unless otherwise required by applicable law.

18. Provider's details

Provider	Individual Entrepreneur Kristina Khelisupali (I/E Kristina Khelisupali)
Registration No.	01501134269
Address	Tbilisi, Bob Walsh st. 30-96
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Phone	+7 (950) 649-29-06
Telegram	https://t.me/haoznaet
WhatsApp	https://wa.me/79506492906
Website	https://haochinese.ru/en
Bank details	provided to the Client upon request prior to concluding the agreement