

## Service Agreement (Public Offer)

Moscow

Revised May 1, 2023

Individual Entrepreneur Selendeeva Oksana Nikolaevna, hereinafter referred to as the "Service Provider," operating under State Registration Certificate No. 319774600370226 dated June 20, 2019, and Educational License No. Л035-01298-77/00180272 issued by the Moscow Department of Education and Science on November 16, 2021, hereby offers any individual to enter into this agreement under the essential terms and conditions stated below. Such individual shall hereinafter be referred to as the "Client."

This offer, pursuant to Article 437(2) of the Civil Code of the Russian Federation, constitutes a Public Offer by the Service Provider (hereinafter referred to as the "Agreement"). In accordance with Article 438 of the Civil Code of the Russian Federation, the complete and unconditional acceptance (acceptance) of this offer occurs when the Client makes their first payment for the Services as specified in this Agreement.

This offer is addressed to both individuals and legal entities.

This offer becomes effective on the day following its publication on the website <https://summercoddy.ru/>. The offer is valid indefinitely. Acceptance of the offer indicates that the Client agrees to all provisions of this Agreement and is equivalent to entering into a Service Agreement. The agreement shall be considered concluded on the date of the Client's first payment.

The Service Provider reserves the right to cancel this offer at any time without stating reasons. The offer may be amended or supplemented, with such changes taking effect on the day following their publication on the website <https://summercoddy.ru/>. The place of offer publication is considered to be Moscow, Russian Federation.

### Definitions

**Acceptance of Offer** means full and unconditional acceptance of the offer through the Client's payment for the Service Provider's services.

**Client** means an individual who orders the Service Provider's services on behalf of a Child.

**Child** means an individual under 18 years of age who is the direct recipient of the Service Provider's services.

**Service Provider's Services** means the organization of the Child's activities, including attendance, meals, and supervision, in accordance with the terms of this Agreement. The Services do not include medical treatment, health improvement procedures, or other medical services (except for first aid when necessary).

**Session** means the period during which the Service Provider delivers services.

**Website** means <https://summercoddy.ru/>

### 1. Subject of the Agreement

1.1. The Service Provider shall provide services to the Client's Child, as specified during payment, and the Client shall pay for the Service Provider's services in full.

1.2. Services shall be provided during the Session selected by the Client.

1.3. Session dates are published by the Service Provider on the Website.

1.4. This Agreement comes into force upon its Acceptance by the Client and remains valid until both Parties have fully performed their obligations hereunder.

## **2. Child Admission Requirements**

2.1. Admission of the Child shall not proceed until the following mandatory conditions are met: 2.1.1. Acceptance of the offer and full payment of the Service Provider's fees.

2.1.2. The Client must provide the Service Provider with the following documents:

2.1.2.1. A certificate confirming no contact with infectious diseases (issued no earlier than three days before the Session start date).

2.1.2.2. A copy of the Child's passport (if the Child is 14 years or older) or a copy of the Child's birth certificate.

2.1.2.3. A copy of the Child's insurance policy.

2.1.3. The Client's acknowledgment of the Child's rules of attendance (Appendix No. 2).

2.1.4. Fulfillment of other preliminary conditions specified in this Agreement.

2.2. The Child shall be admitted at the designated group meeting point.

## **3. Terms of Attendance**

3.1. Attendance Schedule: day program from Monday to Friday, 9:00 AM to 7:00 PM.

3.2. Meals: Two balanced meals per day (full lunch and afternoon snack consisting of fruits, beverages, and baked goods).

3.3. Qualified counselors and cultural/recreational activities.

3.4. The Service Provider may offer additional services for an extra fee, subject to prior agreement with the Client regarding scope, duration, and cost.

## **4. Rights and Obligations of the Parties**

### **4.1. The Client has the right to:**

4.1.1. Require the Service Provider to deliver quality services in accordance with the Agreement terms.

4.1.2. Discuss the Child's attendance with counselors or Service Provider's representatives (provided this does not interfere with normal activities or the counselor's supervisory duties), express preferences regarding the Child's interactions with others based on their personality, and submit written complaints specifying instances of improper Agreement performance (anonymous complaints and grievances will not be accepted).

4.1.3. Inspect attendance conditions and meal arrangements during the Child's stay, by appointment and accompanied by a Service Provider's representative, subject to compliance with applicable laws, sanitary norms, and regulations.

4.1.4. Receive verbal feedback from counselors or Service Provider's representatives about the Child's behavior in the group during or after the Session.

4.1.5. Withdraw the Child before the Session end date specified in this Agreement by written request, without stating reasons. In such cases, a portion of the paid fee shall be retained by the Service Provider to cover expenses incurred in preparation for the Child's attendance.

4.1.6 Withdraw the Child before the Session end date specified in this Agreement due to illness. In such cases, a portion of the paid fee shall be retained by the Service Provider to cover expenses incurred in preparation for the Child's attendance.

## **4.2. The Client's Obligations:**

4.2.1. Submit all documents specified in Section 2.1 of this Agreement before the Child's admission. 4.2.2. Before the Child's admission, provide the Service Provider with a completed and signed questionnaire as per Appendix No. 1 of this Agreement, containing complete and accurate information about any medical conditions, contraindications, food and medical allergies, psychological and individual characteristics relevant to organizing the Child's activities. The Service Provider shall not be liable for any harm to the Child's health of any severity, or other adverse consequences, if the Client provides incomplete or inaccurate information in said questionnaire.

4.2.3. Provide the Child with necessary clothing and footwear.

4.2.4. To ensure children's safety and health and comply with fire safety regulations, ensure the Child does not bring:

4.2.4.1. Electric heating devices;

4.2.4.2. Alcoholic beverages;

4.2.4.3. Tobacco products

4.2.4.4. Narcotic substances;

4.2.4.5. Lighters, matches, pyrotechnics;

4.2.4.6. Medications, except as specified in Section 6 of Appendix No. 2;

4.2.4.7. Valuable items;

4.2.4.8. Expired food products or perishable items (including dairy, meat, sausage products, fish), mushrooms, unripe or overripe fruits and vegetables.

4.2.5. Ensure the Child understands age-appropriate basic hygiene rules.

4.2.6. Explain to the Child the rules of conduct during the Session, including the obligation to follow counselors' and security staff instructions, comply with attendance rules and schedule, not leave the premises without permission, not swim in water bodies, maintain discipline, refrain from smoking, alcohol, and drug use, follow safety guidelines, and inform the Child about their responsibility for non-compliance with the Agreement terms.

4.2.7. Review information about the Service Provider and its services, including safety measures, facility description, rules of conduct, and other information as required by Articles 8-11 of the Russian Federation Law No. 2300-1 "On Consumer Rights Protection" dated 07.02.1992. By accepting this offer, the Client confirms receipt, review, and agreement with all provided information.

4.2.8. Follow personal safety rules and guidelines for protecting personal belongings and organizers' property.

4.2.9. Remove the Child in cases of serious rule violations, including unauthorized departure from premises, unauthorized swimming, serious schedule or discipline violations, misconduct in public areas, disobedience to counselors or security staff, fire safety violations, causing moral and/or physical harm to other children, consumption of any alcoholic beverages, narcotic or toxic substances, smoking, damage to Service Provider's property or environment, or discovery of undisclosed medical conditions that contraindicate attendance (as per Appendix No. 1).

4.2.10. Fully compensate for any material damage caused by the Child to the Service Provider's property, as well as material and moral damage caused to third parties (including other children) if such claims are made by third parties.

### **4.3. The Service Provider's Rights:**

4.3.1. Select and arrange staff at its discretion while complying with requirements established by applicable law.

4.3.2. Independently determine the program of cultural, recreational, and other activities involving the Child, provided such activities comply with this Agreement and applicable law.

4.3.3. Require strict compliance with attendance rules from both the Client and Child.

4.3.4. Refuse admission of the Child if requirements specified in Section 2.1 of this Agreement are not met. In such cases, the full amount paid by the Client shall be retained to cover the Service Provider's preparation expenses.

4.3.5. Refuse admission of a Child who has medical or psychophysiological contraindications, as documented by medical certificate, that do not meet the standards and requirements established for children's attendance.

4.3.6. Terminate this Agreement in cases of serious rule violations, including but not limited to: unauthorized departure from premises, unauthorized swimming, serious schedule or discipline violations, misconduct in public areas, disobedience to counselors or security staff, fire safety violations, causing moral or physical harm to other children, consumption of any alcoholic beverages, narcotic or toxic substances, smoking, damage to Service Provider's property or environment, or discovery of undisclosed medical conditions that contraindicate attendance (as per Appendix No. 1). In such cases, the full amount paid by the Client shall be retained to cover the Service Provider's preparation expenses. The Service Provider reserves the right to report the Child's violations to law enforcement authorities.

4.3.7. Require the Child's legal representatives to fully compensate for any material damage caused by the Child to the Service Provider's property, as well as material and moral damage caused to third parties (including other children) if such claims are made by third parties.

4.3.8. Use all photos and video materials created during children's activities (including those featuring the Child) for informational and promotional purposes without obtaining consent and/or providing compensation to the Child or their legal representatives.

#### **4.4. The Service Provider's Obligations:**

4.4.1. Provide the Client at the time of entering into this Agreement with all necessary information about the Service Provider and its services, including safety measures, facility description, rules of conduct, and other information as required by Articles 8-11 of the Russian Federation Law No. 2300-1 "On Consumer Rights Protection" dated 07.02.1992. By acceptance, the Client confirms receipt, review, and agreement with all provided information.

4.4.2. Arrange the Child's attendance under conditions specified in Section 3.1 of this Agreement. 4.4.3. Provide two balanced meals daily in accordance with sanitary and hygiene standards appropriate for children of the relevant age group.

4.4.4. Ensure selection of qualified counselors capable of conducting sports and recreational activities.

4.4.5. Organize and conduct sports and recreational activities for children.

4.4.6. Take all possible measures to ensure children's safety.

4.4.7. When necessary, provide first aid to the Child in accordance with current Russian Federation healthcare legislation and considering the Child's health conditions as disclosed by the Client in the questionnaire (Appendix No. 1), and if required, arrange transportation to a medical facility.

4.4.8. Immediately notify the Client via the contact number provided of any illness, incidents, or accidents involving the Child, any significant operational changes, and any situations that may result in inability to fulfill obligations under this Agreement.

4.4.9. Accept and review written complaints from the Client regarding Agreement violations within timeframes established by applicable law (excluding anonymous complaints) and notify the Client of the review outcomes.

### **5. Service Fees and Payment Terms**

5.1. The Service Provider's fees are determined based on the payment timing (date) and applicable discount programs. The final service fee is established when the Service Provider issues an invoice to the Client. The Service Provider's services are VAT exempt.

5.2. Payment under this Agreement shall be made in advance before the commencement of services.

5.3. Payment shall be made by electronic transfer based on the invoice issued by the Service Provider. The Client may make payment by any available electronic payment method. Payment may also be made through the online payment system.

### **6. Liability of the Parties**

#### **6.1. The Service Provider is liable for:**

6.1.1. Performance of its obligations under this Agreement and compliance with requirements established by current legislation of the Russian Federation - within the limits set by current legislation of the Russian Federation.

## **6.2. Limitations of Service Provider's Liability:**

6.2.1. The Service Provider shall not be liable for harm to the life and health of the Child, other children, or other individuals, or for property damage and moral harm in cases where the Child fails to comply with safety requirements, daily schedule, and attendance rules, provided proper supervision was maintained by counselors.

6.2.2. The Service Provider shall not be liable for harm to the life and health of the Child, other children, or other individuals, or for property damage and moral harm in cases involving possession and/or use of prohibited items (matches, lighters, pyrotechnics, electric heating devices, perishable food items, and other items listed in Section 4.2.4 of this Agreement).

6.2.3. The Service Provider shall not be liable for harm to the life and health of the Child, other children, or other individuals, or for property damage and moral harm if the Client provided incomplete or inaccurate information in the questionnaire (Appendix No. 1).

6.2.4. The Service Provider shall not be liable for harm to the life and health of the Child, other children, or other individuals in case of illness following the Child's temporary stay at home.

6.2.5. The Service Provider shall not be liable for the safety of valuable items (communication devices, tablets, netbooks, photo and video equipment, jewelry, and other valuables) in the Child's possession.

## **6.3. The Client is liable for:**

6.3.1. Performance of their obligations under this Agreement and compliance with requirements established by current legislation of the Russian Federation - within the limits set by current legislation of the Russian Federation.

## **7. Force Majeure**

7.1. The Parties shall be released from liability for full or partial non-performance of any obligations under this Agreement due to force majeure circumstances, such as floods, fires, earthquakes, civil unrest, as well as war and military actions, or prohibitions or refusals of approval from competent government authorities (including judicial authorities, prosecutor's office, Center for Hygiene and Epidemiology, and the Federal Service for Surveillance on Consumer Rights Protection and Human Wellbeing for the Moscow Region) arising after the conclusion of this Agreement.

7.2. The Party unable to fulfill its contractual obligations must immediately notify the other Party about the onset, expected duration, and nature of force majeure circumstances. In such cases, either Party may withdraw from further performance of obligations under the Agreement, and neither Party shall have the right to claim compensation for possible damages, penalties, or other civil law remedies from the other Party. If either Party fails to notify the other Party about the beginning and end of such force majeure circumstances within the specified timeframes, that Party loses the right to invoke these circumstances.

Key adaptations made:

1. Used internationally recognized "force majeure" term
2. Maintained formal legal language while ensuring clarity
3. Structured notifications requirements clearly
4. Preserved specific references to Russian authorities while making them understandable
5. Used "shall" for legal obligations
6. Added proper paragraph spacing
7. Maintained clear section numbering
8. Used standard international contract terminology for remedies

## **8. Miscellaneous Provisions**

8.1. All amendments and additions to this Agreement shall be made only by mutual consent of the Parties and shall be executed through supplementary agreements.

8.2. Where amendments and additions to the Agreement are required by law, the Parties shall bring the Agreement into compliance with such requirements.

8.3. Neither Party may assign their rights under this Agreement, in whole or in part, without prior written consent of the other Party.

8.4. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and content. Upon Acceptance, all previous arrangements, agreements, understandings, and decisions between the Parties shall cease to be valid.

## Appendix 1 to the Service Agreement

Dear Parents, please complete this participant questionnaire. All information will remain strictly confidential.

### Child's Information

1. Full Name

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2. Date of Birth and Age

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3. Passport or Birth Certificate Details (series, number, issuing authority, date of issue)

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4. Educational Institution and Grade Level

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5. Current Residential Address

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6. Child's Phone Number (if any)

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### Parent/Legal Guardian Information

1. Mother (Full Name, Contact Phone Number, Email Address)

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2. Father (Full Name, Contact Phone Number, Email Address)

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### Please Tell Us More About Your Child

1. Has your child previously studied programming/design? If yes, what and where?

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2. Has your child attended any camps before? Which ones?

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3. Has your child experienced any difficulties during previous camp attendance? What kind?

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4. Child's Interests (hobbies, clubs, activities)?

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5. Does your child experience any difficulties in communicating with peers? What kind?

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### **Child's Health Information**

1. Does your child have any health restrictions or medical conditions?

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2. Does your child take any medications regularly?

\_\_\_\_\_

3. Does your child have any allergies (please specify in detail)?

\_\_\_\_\_

4. Is your child independent in matters of eating and personal hygiene? Or will counselor assistance be required?

\_\_\_\_\_

5. Do you have any special requests for counselors? What requires particular attention?

\_\_\_\_\_

### **Additional Questions**

1. How did you learn about CODDY Programming School?

\_\_\_\_\_

2. How did you learn about CODDY Summer Program?

\_\_\_\_\_

**Thank you for your responses!**

\_\_\_\_\_

(Parent/Guardian Signature)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Date)

## Appendix 2 to the Service Agreement

### Rules of Conduct

The parent must sign to acknowledge these rules and confirm that the child will comply with them. Any violation of these rules will result in consequences.

1. A child may be dismissed if they disrupt other children's learning or if their behavior poses a threat to the safety and health of other children or themselves. The decision to dismiss shall be made by the Session Director. If a child is dismissed, parents must collect them promptly. No refund will be provided for the remaining session period.

2. The following are strictly prohibited:

- Consuming alcohol, smoking, or leaving the program premises
- Bringing perishable foods, fruits, or vegetables
- Playing with fireworks or pyrotechnics of any kind

3. Parents are strongly requested not to provide children with:

- Carbonated drinks and beverages in glass containers (except 0.5L mineral water)
- Pastries, cakes (any items with cream or filling)
- Crackers, chips, seeds
- Dairy products
- Poultry, fish, meat, any smoked products, sausages, etc.
- Prepared food (homemade or store-bought) - salads, pickles, soups, cutlets, pies, dumplings, etc.
- Canned foods
- Mushrooms
- Berries, citrus fruits
- Instant soups, purees, noodles
- Fruits that are more than 24 hours old

4. It is also forbidden to bring:

- Matches, lighters, any type of firecrackers
- Cigarettes, alcoholic beverages
- Sharp or cutting objects (dangerous scissors, knives, needles, work tools)
- Narcotic substances and tranquilizers
- Any toxic, poisonous, flammable, or radioactive substances

5. Health:

- You must inform the Session Manager in Appendix No. 1 about any medical conditions your child has, allergies, dietary requirements (including vegetarian), and other special needs
- All medications required for your child's specific conditions must be placed in a separate labeled package with written instructions for administration and given to the counselor. Counselors cannot allow children to take medications without medical approval.

6. Child's Obligations:

- Follow the daily schedule and general hygiene standards
- Comply with all established rules, including emergency procedures and sports event guidelines
- Stay with their group
- Report any illness to their counselor
- Take care of personal belongings and program property
- Refrain from participating in sports activities when feeling unwell

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(Parent/Guardian Signature)

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(Print Name)

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(Date)

**Appendix 3 to the Service Agreement**

**Consent for Personal Data Processing**

The Client hereby grants consent to the Service Provider to process the Child's personal data.

The following personal data of the Child is authorized for processing: full name, school, grade, home address, registration date at place of residence, date of birth, place of birth, passport series and number, passport issuance details including date of issue and department code, phone number, email address, names and phone numbers of one or both parents, and results of participation in various competitions.

By this statement, I authorize the following personal data of my child to be made publicly available, including publication on the Internet: surname, first name, age, and city of residence.

Personal data processing is carried out in accordance with Federal Law No. 152-FL "On Personal Data" dated July 27, 2006. This Consent becomes effective from the date of signing and remains valid for 3 years.

I am aware of my right to withdraw this consent at any time. Withdrawal shall be made through my written application in accordance with the procedure established by the legislation of the Russian Federation.

\_\_\_\_\_  
(Parent/Guardian Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)