

## Public offer

For the provision of software and hardware hosting services, domain name registration services on the Internet, issuance of SSL certificates, and provision of software licenses, hereinafter referred to as Services, which are provided by the private individual entrepreneur Alexander Valerievich Sedinkin, hereinafter referred to as the Contractor. The Contractor acts on the basis of certificate series B03 No. 836568 dated October 20, 2009 on state registration of an individual entrepreneur. The Services are provided to any legal entity or individual who has accepted the terms set forth in the Public Offer (Agreement) and paid for the Services of the Contractor, hereinafter referred to as the Subscriber. This agreement is a Public Offer, equivalent to an "oral agreement," and, according to the current legislation of Ukraine, has the appropriate legal force.

## Preamble

The following information is an official offer (public offer) to any legal entity or individual to enter into a Subscription Service Agreement. This Agreement is public, that is, according to Article 633 of the Civil Code of Ukraine, its terms are the same for all consumers.

In accordance with Art. 642 of the Civil Code of Ukraine, full and consistent acceptance of the terms of the public Agreement is the acceptance of this offer in the Client's Account at <https://my.thehost.com.ua> or the fact that the Subscriber has made a payment for services and the Contractor has received the corresponding financial document confirming the fact of such payment.

The public offer is also accepted upon registration of the Subscriber on the Contractor's website. The Contractor's website is located at <https://thehost.ua>.

The Agreement number is a unique payer number, which is issued upon registration in the Client Account.

By concluding the Agreement, the Subscriber confirms that he is fully familiar with and agrees with its terms, and also, if the Subscriber is an individual, gives permission for the Contractor to process his personal data in order to be able to fulfill the terms of this Agreement, to make mutual settlements, as well as to receive accounts, acts and other documents. The permission to process personal data is valid for the entire duration of the Agreement, as well as for 3 (three) years after its expiration. The destruction of personal data is the basis for termination of the Agreement and is carried out on the basis of a written application from the Subscriber. In this case, the Agreement is terminated from the date specified in the relevant notice from the Contractor. In addition, by concluding this Agreement, the Subscriber confirms that he has been notified (without additional notice) of the rights established by the Law of Ukraine "On the Protection of Personal Data", the purposes of data collection, and also that his personal data is transferred to the private individual entrepreneur Sedinkin Aleksandr Valerievich in order to be able to fulfill the terms of this Agreement, to carry out mutual settlements, as well as to receive invoices, acts and other documents. The Subscriber also agrees that the Contractor has the right to provide access and transfer his personal data to third parties without any additional notification to the Subscriber, without changing the purpose of processing personal data (for example, when registering a domain name). The scope of the Subscriber's rights as a subject of personal data in accordance with the Law of Ukraine "On the Protection of Personal Data" is known and understandable to him.

## Terms and definitions used in this Agreement

**Account** – a set of user rights in relation to a multi-user system, which is formed after registration in the form of an "account" on the Contractor's web server. Determined by the presence of your own name (login) and password.

**Client Account** – the Subscriber's personal interactive portal, in which he has the opportunity to manage accounts, make orders, make payments, etc. The client's account is located on the Contractor's website and is available at <https://my.thehost.com.ua>.

**Login** is a unique set of letters and numbers for the Contractor's web server, which, in combination with a password, serves as a Subscriber Identifier.

**Password** is a set of letters and numbers, which in combination with the Login serves as the Subscriber's identifier.

**Domain** is an area of the hierarchical name space of the Internet, served by a set of domain name servers (DNS). A domain is identified by a domain name.

**Domain registration** – entering information about a domain and its administrator into the domain name registry in order to ensure unique use of the domain, as well as obtaining rights to administer the domain by the administrator.

**Registrar** is an organization that takes responsibility for registering a domain name, renewing it and other accompanying operations. In this Agreement, this is the Contractor.

**Registrant** is a legal or natural person who is the initiator of the domain registration procedure and who is or plans to become the owner of the registered domain. In this Agreement, this is the Subscriber or his affiliate.

**E-mail** – electronic mail.

**Web-site** is an electronic representation of the Subscriber on the Internet, an information and interactive resource.

**Hosting** – placement of a website, e-mail and other resources of the Subscriber on the technical facilities of the Contractor.

**DNS servers** are domain name servers that contain configuration files for a registered domain.

**An SSL certificate** is a digital certificate that, to protect the confidentiality and integrity of data during transmission, provides a secure connection between a server and a client using encryption.

**Issuing an SSL certificate** is an operation for obtaining an SSL certificate, including verification of the authenticity of the applicant and/or the applicant's right to dispose of the domain name for which the operation of issuing an SSL certificate is performed.

**Software license** – a digital key or information in a data bank that grants the user the right to use the software in accordance with the conditions established by its copyright holder.

**Granting a software license** is the operation of obtaining a software license from the copyright holder and then providing it to the Subscriber.

**Spam** – mass mailing of letters with information of an advertising, commercial or campaign nature to other Internet users without their consent, use of one's own or provided information resources (mailboxes, email addresses, pages, etc.) as contact coordinates when performing any of the above actions, regardless of what part of the Internet these actions were taken from.

**Malicious software or hardware** – software developed for the purpose of unauthorized interference in the operation of computer equipment, telecommunication networks, information (automated), electronic communication, information and communication systems, electronic communication networks, the use of which causes or creates a threat of harm to information relations.

## 1. General provisions

- 1.1 Under this agreement, the Contractor assumes the obligation to provide the Subscriber with the following services:
- opening an account (providing a unique login and password that allows him to post information on the Contractor's equipment);
  - allocation of disk space to the Subscriber on the Contractor's equipment in accordance with the selected and paid hosting plan for hosting the Subscriber's website and storage of the Subscriber's information in the specified space for the period established by this Agreement;
  - allocation of hardware and software computing resources to the Subscriber in accordance with the selected and paid service provided at the Contractor's technical facilities;
  - registration, renewal of registration and transfer of Subscriber domain names;
  - support for primary and secondary DNS name servers for used domains;
  - issue, reissue and renewal of SSL certificates;
  - initial order and extension of software licenses;
  - the ability to use all available programs and functions in accordance with the selected and paid tariff plan;
  - receipt by the Subscriber of the software settings necessary to connect to the Services;
  - consultations by e-mail, the "Support Center" system in the client's account and by telephone technical support;
  - other services described on the Contractor's website at <https://thehost.ua>.
- 1.2 The size and technical characteristics of hosting services, as well as their cost under this agreement, are determined by the Subscriber's chosen type of hosting and its tariff plan according to the information provided on the Contractor's website at <https://thehost.ua>.

## 2. Rights and obligations of the parties

- 2.1 The Contractor undertakes:
- 2.1.1 Provide the Services specified in paragraph 1 of this Agreement, properly and on time in accordance with the terms of this Agreement, and within the framework of the tariff plan chosen and paid by the Subscriber, as well as to ensure the operation of the technical support service.
  - 2.1.2 Ensure constant 24-hour connection of the equipment and correct operation of the software, which is used to host and maintain the Subscriber's Services, to the Internet. Exceptions may be only periods necessary for carrying out technical works.
  - 2.1.3 Do not disclose the Subscriber's data, except in cases provided for by the current legislation of Ukraine.
  - 2.1.4 Notify the Subscriber about changes in Service tariffs, terms of service and payment methods, as well as other terms of this Agreement at least 10 working days in advance, notifying the Subscriber in the client's office and/or on the Contractor's official website.
  - 2.1.5 Terminate the provision of services on the basis of a court decision, which established the illegal activities of the Subscriber related to the use of the services provided by the Contractor.
- 2.2 The Subscriber undertakes:
- 2.2.1 Pay for the Contractor's Services in a timely manner in accordance with the selected tariff plan and under the terms of this Agreement. If payment for Services is not made for more than 30 calendar days, the Agreement is terminated.
  - 2.2.2 Independently protect the account login and password assigned to him from distribution and publication. If this information is made public, the Contractor shall not be liable for damage caused by the use of account details by third parties.
  - 2.2.3 Coordinate the settings and launch of any additional or non-standard software with the Contractor.
  - 2.2.4 Do not use the Services to transmit any information via the Internet that violates current Ukrainian or international legislation.
  - 2.2.5 Do not publish or transmit any information or software that contains viruses or other harmful software or hardware.
  - 2.2.6 Do not falsify proprietary information in the headers of messages sent in teleconferences or via e-mail.
  - 2.2.7 Do not install on the Contractor's virtual hosting servers software that is not directly related to this service (for example, proxy servers, SOCKS servers, IRC servers, IRC bots, instant messaging servers, etc.), as well as any software security, the functioning of which violates the interests of other Subscribers.
  - 2.2.8 Do not send mass messages (spam), both from the Contractor's servers and from any other servers, using email. Public publication of an email address or other personal communications system does not constitute grounds for inclusion of the address on any mass mailing list.

- 2.2.9 Do not attempt unauthorized access to the Contractor's resources and other systems accessible via the Internet. Unauthorized access means any access in a manner different from that intended by its owner.
- 2.2.10 Do not transfer meaningless or useless information to computers or equipment of third parties that creates an excessive (parasitic) load on these computers or equipment, as well as intermediate sections of the network, in volumes exceeding the minimum required to check the connection of networks and the availability of its individual elements.
- 2.2.11 Do not use the Services to distribute or transmit pornographic materials.
- 2.2.12 Do not violate the «Terms of Service published» on the official website of the Contractor at <https://thehost.ua/docs/rules>.
- 2.2.13 Do not publish and/or otherwise disseminate information about third parties that is not true and thus affects the honor and dignity of individuals or the business reputation of legal entities. The Contractor is not responsible for the publication and/or distribution of such information and is not obliged to control the content of published materials.
- 2.2.14 Do not publish and/or do not use personal identification data (names, addresses, telephone numbers, etc.) of third parties, unless these persons have expressly authorized the Subscriber.
- 2.2.15 Not to publish and/or do not distribute materials protected by intellectual property rights, thereby violating the intellectual property rights of others. The Contractor is not responsible for the publication and/or distribution of such materials and is not obliged to control the content of published materials.
- 2.2.16 Do not post or distribute deception schemes, software hacking tools, traffic redirection utilities, spamming software, email address databases, or publish offers for spamming services. The Contractor is not responsible for the publication and distribution of such information and is not obliged to control the content of published materials.
- 2.2.17 Do not use the services provided by the Contractor for advertising, sales or other distribution of goods and services, the circulation of which is directly or by way of exceptions prohibited or limited by law. If the circulation of goods and services requires a license and/or other permit, the Subscriber is obliged to obtain it and only after that carry out such activities. The Contractor is not responsible for the Subscriber's activities without permits and is not obliged to control the Subscriber's availability of permits.
- 2.2.18 Respond to appeals (messages) sent to the Subscriber or sent to the Contractor regarding the Subscriber, about violations of legislation, violations of the rights or other legitimate interests of third parties within 24 hours and, if there are grounds, to independently eliminate the relevant violations within the specified period.
- 2.2.19 The Subscriber agrees to the storage and processing of personal data in order to ensure the implementation of relationships in the field of informatization.
- 2.2.20 The Subscriber confirms his consent to the disclosure of his personal data in cases related to a violation or suspicion of violation of the rules of clause 2 of this Agreement.
- 2.2.21 The Subscriber agrees to provide the Contractor with accurate and reliable information about himself, including registration data, VAT payer status and payment details, valid at the time of concluding the Agreement, to the Contractor using the client's account.
- 2.2.22 The Subscriber confirms his consent to inform the Contractor about the change in registration and contact data, as well as the status of the VAT payer.
- 2.2.23 Immediately inform the Contractor of any loss or theft of information provided to him by the Contractor to obtain Services, by phone, through the Client's Office or by e-mail. Informing the Contractor is also possible by the Subscriber sending a written message through electronic document management services or by registered letter with delivery notice or using courier mail.
- 2.2.24 Information about yourself provided by the Registrant to the Registrar for the purpose of delegating a domain name, including contact information, is complete, truthful and accurate.
- 2.2.25 The Registrant must promptly notify the Registrar of any and all changes to the information referred to in clause 2.2.21 above in order to maintain its completeness, truthfulness and accuracy for the duration of the domain name delegation.
- 2.2.26 The Registrant agrees and understands that if the Registrar discovers incorrect or inaccurate information provided when registering or changing the domain's contact information, the Registrar has the right to suspend the delegation of the domain until the correct information is provided by the Registrant.
- 2.2.27 The Registrant agrees that he knows and understands the purpose of collecting, storing and publishing information provided by him to the Registrar and is necessary to ensure the process of domain name delegation, and that he knows and agrees that the current state of such information will be publicly available in real time via WHOIS or similar service.
- 2.2.28 The Registrant agrees and understands that transferring domains to other registrars and changing contact information is only possible if the Registrar receives an official written letter from the Registrant. If the domain name is registered in favor of a legal entity, then the letter must be formed on the organization's letterhead and confirmed by the organization's seal with the signature of the head. If the domain name is registered in favor of an individual, then in order to transfer rights or transfer the domain, it is necessary to add certified copies of pages 1 and 2 of the Registrant's passport to the letter certified by the Registrant's signature, confirming his identity.
- 2.2.29 The Registrant is aware that in the event of termination of the Registrar's activities, the Registrant's domains will be transferred to another domain name registrar with the preservation of information about domain names and ownership rights to them.
- 2.2.30 The registrant agrees that he has read and agreed with the Public Domain Regulations, available at the link: <https://hostmaster.ua/policy/2ld.ua>.
- 2.2.31 The registrant agrees that he has read and agreed with the Regulations on the specifics of registering third-level private domain names in the kyiv.ua and kiev.ua domains, published at: <https://hostmaster.ua/policy/2ld.ua>.
- 2.2.32 The registrant agrees that he has read and agreed with the Regulations on the specifics of registering private second-level domain names in the .UA domain, available at the link: <https://hostmaster.ua/policy/ua>.
- 2.2.33 The registrant agrees that he has read and agreed to the Unified Dispute Resolution Policy regarding domain names in the .UA domain, published at: <https://hostmaster.ua/policy/ua-drp/>.

- 2.2.34 The registrant agrees that he has read and agreed to the Regulations of the public Internet service WHOIS, which is available at the link: <https://hostmaster.ua/services/>.
- 2.2.35 The registrant agrees that he has read and agreed with the Procedure for maintaining a domain name if it is not serviced by the registrar, available at the link: <https://hostmaster.ua/services/>.
- 2.2.36 The Registrant agrees that the Registrar, Administrator and Registry Operator are not liable for the consequences of the use or misuse of domain names by the Registrant, including to third parties, as well as for the Registrant's violation of any rights of third parties.
- 2.2.37 The Subscriber gives his consent to the Contractor to provide technical and information support, including information posted on the Contractor's website, telephone communications, email and contact in the client's personal account using any language from the following list: Ukrainian, Russian, English.
- 2.3 The Parties undertake:
- 2.3.1 Without legal grounds, do not transfer to third parties organizational, technological and commercial information that is a secret of any of the Parties (hereinafter referred to as "confidential information"), provided that:
- this information has actual or potential commercial value because it is unknown to third parties;
  - there is no free access to this information on legal grounds;
  - Confidential information must be retained for the entire duration of the Agreement, as well as until the expiration of a period of 3 (three) years from the date of termination of this Agreement.

### 3. Cost of Services and payment procedure

- 3.1 The cost of hosting tariff plans is described on the official website of the Contractor at: <https://thehost.ua>.
- 3.2 The cost of services for registration, renewal and transfer of domain names is described on the official website of the Contractor at: <https://thehost.ua/domains>.
- 3.3 The cost of services for issuing and renewing SSL certificates is described on the official website of the Contractor at: <https://thehost.ua/ssl>.
- 3.4 The cost of software license services is described on the Contractor's official website at: <https://thehost.ua>.
- 3.5 Payment for Services is made by the Subscriber on an advance payment basis in national currency (ukrainian hryvnia). An invoice for payment for Services is generated by the Subscriber in the client's account independently or at the request of the Contractor.
- 3.6 The fact of payment for Services in the client's account is the basis for the automatic generation of an acceptance certificate for the full amount of payment.
- 3.7 The Contractor sends the Subscriber the acceptance certificate by means of the electronic document management system selected by the Subscriber in the client account. Acceptance certificates in documentary (paper) form are sent to the Subscriber by the Contractor exclusively at the Subscriber's request.
- 3.8 The Subscriber is obligated to sign and return the acceptance certificate within 5 (five) business days from the date of the tax liability occurrence, or provide written comments on it. Otherwise, the acceptance certificate generated by the Contractor shall be considered accepted and signed by both Parties.
- 3.9 If the Contractor has the status of a VAT payer at the time of the tax liability occurrence, they are obligated to register the tax invoice within the time limits established by law and in accordance with the provisions of the Tax Code of Ukraine, which are in effect on the date of the tax liability occurrence, based on the information provided by the Subscriber in the client account. In turn, the Subscriber receives the registered tax invoice via the M.E.doc electronic document management system or by submitting a request to the Unified Register of Tax Invoices.
- 3.10 The cost of Services and payment procedure may be changed by the Contractor in accordance with clause 2.1.4 of this Agreement. If the Subscriber does not agree with the relevant changes, he is obliged to notify the Contractor about this in writing (by e-mail or in the client's account) before the expiration of the period for their introduction specified in the Contractor's message. In this case, this Agreement terminates from the moment the new payment terms are introduced and after the end of the prepaid period by the Subscriber. The absence of notification from the Subscriber means his consent to the changes, and this Agreement continues to be valid taking into account the new conditions.
- 3.11 All messages about the deadlines for the provision of Services, as well as invoices and other financial and general information are transmitted by the Contractor to the Subscriber using the client's account. By default, messages from the client's account are duplicated to the Subscriber's e-mail, however, at any time the Subscriber, at his own request, can disable the duplication function in the client's account settings. The Contractor believes that the Subscriber is familiar with all messages from the client's account, including the legal consequences that entail, even if the latter has disabled the function of duplicating messages by e-mail.
- 3.12 Unused part of payment for Services remains on the Subscriber's personal balance until fully used or can be returned in the same way as it was paid, taking into account the commission of the payment system, if any. The current status of the Subscriber's personal balance is displayed in the client's account.
- 3.13 Refund of unused funds from the Subscriber's personal balance is carried out upon written request during the reporting year when such overpayment occurred. It is not possible to return unused funds in the reporting year that does not coincide with the year of formation of the subscription. Unused funds are returned within 7 (seven) working days from the moment of receiving a written application from the Subscriber. If it is impossible to return unused funds, the Contractor shall give the Subscriber a written refusal.
- 3.14 If the Subscriber violates the payment procedure specified in this Agreement, the Contractor has the right to terminate the provision of Services to the Subscriber. For 14 (fourteen) calendar days from the date of expiration of the service or the formation of a zero balance on the Subscriber's account, the Subscriber's login and the contents of his ordered Services are stored by the Subscriber. After this period, the contents of the Subscriber's account may be automatically deleted and the Agreement terminated.

#### **4. Special conditions and responsibilities of the Parties**

- 4.1 The Parties shall be liable for non-fulfillment or improper fulfillment of obligations under this Agreement, provided for by the current legislation of Ukraine, taking into account the requirements established by this Agreement.
- 4.2 The Contractor makes every effort to ensure the correct functioning of its equipment, thanks to which services are provided to the Subscriber, within the limits of the Service Quality Guarantee published on the official website of the Contractor at the address <https://thehost.ua/docs/warranty>, which contains:
  - availability of multi-level security systems for software access to the Contractor's software and equipment;
  - multiple reservation of communication channels of the Contractor's data centers to ensure continuous connection with the Internet;
  - operation of guaranteed power supply systems that provide voltage characteristics of 230 Volts (+/-10%);
  - operation of an emergency diesel generator set for guaranteed electricity supply in the Contractor's data centers;
  - presence of an installed guaranteed grounding bus;
  - ensuring the air conditioning of the Contractor's data centers with automatic air conditioning systems with dust removal;
  - continuous operation of the system of physical access to data centers with a control and monitoring system and a video surveillance system;
  - the operation of software and hardware monitoring systems of the Contractor's software and equipment.
- 4.3 The Contractor does not compensate for direct or indirect damage caused to the Subscriber as a result of the use or inability to use the Services, including for damage incurred by the Subscriber as a result of errors, omissions, interruptions in work, deletion of files, defects, delays in work or data transfer, changes functions and other circumstances. The Contractor's liability is limited solely to providing additional time for using the ordered service depending on the time of the previous break in the provision of Services. Lost profits of the Subscriber are not subject to compensation by the Contractor.
- 4.4 The Contractor is not responsible for the quality of public communication channels through which access to the Services is provided.
- 4.5 The Contractor is not liable to the Subscriber for damage of any kind incurred by him in connection with the loss of his access details to his account, ordered Services and website.
- 4.6 The Contractor is not responsible for the content of information transmitted by the Subscriber via the Internet.
- 4.7 The Contractor does not acquire ownership of the domain names registered by him, does not lay claim to them and does not bear responsibility instead of the Subscriber for the legality of registration, for the content and use of domain names.
- 4.8 The Contractor does not acquire ownership of the Subscriber's website and other objects (resources) that are placed by the Subscriber when using the services provided under this Agreement and does not bear responsibility instead of the Subscriber for violation of legal requirements, intellectual property rights or other rights or legally protected interests of third parties persons
- 4.9 The Subscriber is independently responsible for the content of information transmitted by him or another person under the guise of a Subscriber via the Internet, as well as for damage caused by his actions (personally or by another person using his details) to persons or property of citizens, legal entities, the state or ethical principles society.
- 4.10 For violation of legal requirements, intellectual property rights or other rights or legally protected interests of third parties or the Contractor, the Subscriber is liable to these third parties and the Contractor in accordance with current legislation.
- 4.11 The Contractor is not responsible for the creation by the Subscriber for the purpose of illegal use, distribution or sale, as well as the distribution or sale by the Subscriber of malicious software or hardware.
- 4.12 The Subscriber assumes full responsibility and risks associated with using the Internet using the Contractor's services, including responsibility for assessing the accuracy, completeness and usefulness of any opinions, ideas, other information, as well as the quality and properties of goods and services distributed on the Internet and provided to the Subscriber using the Contractor's services.
- 4.13 The Subscriber is fully responsible for maintaining his password and for any damage that may occur as a result of its unauthorized use. In the event of the theft of login and password, which occurred due to the fault of third parties, the client has the right to send to the Contractor an application to change the password, with the obligatory attachment to the application of a corresponding financial document confirming payment for the Services, as well as, at the Contractor's request, an identification document of the Subscriber. The Registrar is not responsible for the actions of third parties who committed theft and caused damage to the Subscriber. The Subscriber independently decides which competent authorities he should contact for the protection of his rights and legitimate interests in order to bring the perpetrators to responsibility established by law and compensate at their expense for the damage caused to him.
- 4.14 The parties undertake to ensure the confidentiality of the Subscriber's network details (login and password).

#### **5. Termination of access to Services**

- 5.1 The Contractor may completely or partially stop providing services to the Subscriber and/or terminate the contractual relationship with the Subscriber unilaterally while simultaneously sending a written electronic message if the Subscriber is involved in actions that violate the rules and regulations for using the service set forth in this Agreement.
- 5.2 The Contractor has the right to terminate the Agreement unilaterally, to stop providing services or part of the services to the Subscriber without prior notice to the Subscriber in the following cases:
  - delays in payment for the Contractor's services in accordance with the selected tariff plan and under the terms of this Agreement more than 1 (one) calendar month from the date when the Subscriber had to pay for the Contractor's Services;
  - technical reasons that may arise during the validity of the Agreement and make it impossible to provide the Services;
  - receipt of a court decision, which established that the Subscriber, using the Services provided by the Contractor, conducts activities that are contrary to Ukrainian and/or international legislation;

- receipt of a court decision by which the Contractor is ordered to in any way stop the provision of Services to the Subscriber;
- discovery by the Contractor of any violation by the Subscriber of the conditions specified in this Agreement
- in case of repeated or malicious violation by the Subscriber of the «Rules for the provision of services».

- 5.3 In case of early termination of the provision of services within 14 (fourteen) calendar days from the date of their initial order or termination of the Agreement within 14 (fourteen) calendar days from the date of its acceptance, the Contractor returns to the Subscriber the funds paid, with the exception of amounts for payment for services that the Subscriber used from the moment of conclusion of the Agreement, amounts for payment for domain name registration services, amounts for payment for the issue of SSL certificates, amounts for payment for software licenses, as well as bank commissions upon receipt/return of funds. In the event of early termination of this Agreement or termination of use of services in the period from the 15th (fifteenth) calendar day inclusive from the date of acceptance of this Offer, the Contractor does not reimburse or return funds to the Subscriber for the used and unused period of validity of the services.
- 5.4 If the termination of the provision of Services, their part or any additional service within the framework of the main service occurred on the basis of clauses 5.1, 5.2 of this Agreement, the subscription fee for the used and unused period of validity of the Services to the Subscriber is not returned or reimbursed.
- 5.5 Upon termination of the provision of services, the Contractor is not responsible for notification or failure to notify any third parties about the deprivation of the Subscriber's access and the possible consequences arising from such warning or lack thereof.
- 5.6 In the case of early termination of the Agreement on its own initiative, the Subscriber is obliged to send a corresponding offer to the Contractor no later than 20 (twenty) calendar days before the desired date of termination and to fully fulfill the financial obligations to the Contractor for the Services provided before the termination of the Agreement.
- 5.7 The Agreement cannot be terminated, and the provision of Services by the Contractor cannot be terminated based on statements from third parties about the Subscriber's violation of the requirements of national and/or international legislation, unless a judicial, expert or decision of a government body authorized by the current legislation of Ukraine confirming the Subscriber's unlawful actions is added to the statement made using the services of the Contractor.

## **6. Force majeure circumstances (force majeure)**

- 6.1 The parties are released from liability for partial or complete failure to fulfill obligations under this Agreement caused by force majeure circumstances that arose after its signing. Such circumstances include: accidents resulting in a violation of the integrity of the provider's network; turning off the power supply to the active equipment of the provider's network; natural disasters; natural and industrial disasters; Act of terrorism; hostilities; civil unrest; adoption by state authorities or local governments of acts containing prohibitions or restrictions regarding the activities of the Parties under this Agreement; other circumstances that cannot be foreseen or prevented in advance and exclude the possibility of fulfilling the obligations of the Parties under the Agreement.
- 6.2 The party citing force majeure circumstances is obliged to notify the other party in writing within 5 days of the occurrence of such circumstances.
- 6.3 If force majeure circumstances occur that prevent the fulfillment of obligations under this Agreement, the deadline for the Parties to fulfill such obligations is postponed according to the duration of such circumstances, as well as the time required to eliminate their consequences, but not more than 60 (sixty) calendar days. In the event that force majeure circumstances continue to operate beyond the specified period or when, upon their occurrence, it becomes obvious to both Parties that they will last longer than this period, the Parties undertake to discuss the possibilities of alternative ways of fulfilling this Agreement or its termination without compensation for damage.

## **7. Procedure for consideration of claims and disputes**

- 7.1 The Subscriber's claims regarding the Services provided by the Contractor are to be considered only in writing and no later than 5 calendar days from the date of the dispute. Primary information should be sent via electronic communication; the original document must be sent within the same day by registered mail with acknowledgment of receipt. The period for consideration of the Subscriber's claims is 10 days from the date of proper notification.
- 7.2 To resolve technical and legal issues in determining the Subscriber's guilt as a result of his unlawful actions when using the Internet, the Contractor has the right to independently involve competent organizations and experts.
- 7.3 All disputes/controversies or disagreements that arise between the Parties from this Agreement or in connection with it, the Parties will try to resolve through negotiations/correspondence.
- 7.4 In the event that the Parties do not reach an agreement, the disputes shall be considered in the commercial court in accordance with the procedure established by the current legislation.
- 7.5 The subscriber is not released from payments for unpaid bills until the settlement of disputes on such bills.
- 7.6 The law governing the relations of the Parties under this Agreement is the substantive law of Ukraine.

## **8. Other conditions**

- 8.1 The parties recognize the equality of legal force of electronic documents and documents presented in written (documentary) form. Any documents to this Agreement, including appendices, invoices, acts of rendered services etc., can be drawn up and signed both in writing (documentary) and in electronic form with the use of EDS.
- 8.2 In all cases not specified or provided for in this Agreement, the parties must be guided by the current legislation of Ukraine.

## **9. Moment of conclusion of the Agreement, its validity period, procedure for amendment and termination**

- 9.1 This Agreement comes into force from the moment of acceptance and is valid for the entire period of use of the Contractor's services.
- 9.2 In the event of early termination of this Agreement, the Contractor, upon provision by the Subscriber of the relevant documents no later than 30 (thirty) calendar days before the end of the service provision period, returns the funds to the latter in accordance with the terms of clause 5.3 of the current Agreement. No refund will be made if the Agreement is terminated due to the Subscriber's violation of the terms of paragraphs of section 2 and/or in accordance with clause 5.4 of this Agreement. Funds that by the time of early termination of this Agreement were spent on the Contractor's services provided to the Subscriber are not subject to return or partial compensation.
- 9.3 The parties retain confidential information related to this Agreement and undertake to use it solely for the purpose of fulfilling their contractual obligations.
- 9.4 The new version of the Agreement is approved by the relevant order of the head of the Contractor, published on the Contractor's website and comes into force from the moment of its publication.
- 9.5 The Subscriber is deemed to be notified of the relevant changes from the moment the new version of the Agreement is published on the Contractor's website.
- 9.6 The Subscriber has the right to familiarize himself with the current and expired Public Offer Agreements and orders for their approval, approved by the head of the Contractor, by contacting the Contractor with a written request in the client's account or via e-mail.

## **10. Final provisions**

- 10.1 The Parties understand that in the course of negotiations and conclusion of this Agreement, confidential information may be disclosed orally or in writing by any Party, namely commercial, financial, economic information and other aspects regarding the content of this Agreement, as well as the content of other related agreements among themselves. Such information may not be disclosed and/or transferred to third parties, and/or distributed in any other way, except for the cases provided for by the current legislation of Ukraine.
- 10.2 After the acceptance of this Agreement, all previous negotiations, correspondence, previous agreements and protocols of intent on issues that were concluded by the Parties and in one way or another related to the subject of this Agreement, lose legal force.
- 10.3 The parties have agreed that all terms set forth in this Agreement are considered essential and have been agreed upon.
- 10.4 The invalidity of individual provisions of this Agreement does not have the legal effect of invalidity of both the Agreement as a whole and its other provisions.
- 10.5 The Agreement remains in force in the event of a change of address and details of the Parties, change of their founding documents, including a change of owner, as well as passport, contact and other data of the Subscriber.