

PUBLIC OFFER

This document, in accordance with the Civil Code of Ukraine, is an official offer (public offer), equivalent to a "verbal agreement" and according to the current legislation of Ukraine has proper legal force, hereinafter - "Offer" of the company "MAXNET", hereinafter - "CONTRACTOR", and contains all the essential conditions necessary for the provision of services in the field of telecommunications and information technology: placement of virtual web servers, dedicated servers, web hosting and domain name registration on the Internet, on the servers of "MAXNET" hereinafter - the "Services".

TERMS USED IN THIS AGREEMENT

Hosting - a service of providing space for the physical data placement on a server that is on the network.

Domain (domain name) - a symbolic notation, which is used for addressing Internet sites (web sites, e-mail servers, network services) in human-comfortable form.

Account - an account in the multi-user system, which contains the information necessary for identification of the CUSTOMER, authorization, and accounting. Identification of the customer – provision of the documents confirming the identity of the CUSTOMER, authorization on the CONTRACTOR's web-site.

Registrant - the CUSTOMER, for the benefit of who the registration and the domain name delegation is held.

Registrar – the CONTRACTOR providing the services necessary to ensure the technical registration, delegation and operation of the domain name.

Registry Operator - a person performing activities on technical support of the Registry.

Registry - information and technical data processing system that contains information about domain names, network addresses, the Registrars, the Registrants and the Registrant's contact person.

Transfer – the procedure of the Registrar's domain name change.

IP address - the network address in a computer network.

DNS Server - an application designed to respond to DNS-requests on the corresponding protocol, provides domain name transformation into IP addresses.

Personal Data - any information directly or indirectly relating to an identified or identifiable natural person.

WHOIS – a service intended for obtaining contact and technical information about domain names, IP-addresses and other network information. Whois service is a public service on the Internet (public services Regulations [<https://hostmaster.ua/services/>]).

Telecommunication services - services related to the transfer, dissemination

or reception of signals, words, images and sounds or information of any nature by means of wire, satellite, cellular, radio, optical or other electromagnetic communication systems, including appropriate provision or transfer of rights to use features of such transfer, distribution and reception, including the provision of access to global information networks;

1. GENERAL PROVISIONS

1.1. In accordance with Articles 641, 642 of the Civil Code of Ukraine (CC of Ukraine) in case of acceptance of the stated below conditions and payment for the services, legal or natural person conducting the acceptance of this Offer becomes a "CUSTOMER" (the acceptance of the Offer is equivalent to the conclusion of the contract under the conditions set forth in the Offer).

1.2. Taking into account that the CONTRACTOR under the Article 633 of the Civil Code of Ukraine provides services to any legal person, a natural person engaged in entrepreneurial activities without forming a legal entity or natural person, and the CUSTOMER after the acceptance of the Public Offer (further - Offer) becomes a user of the CONTRACTOR 's services, the Parties agreed on the absolute and unconditional acceptance of the terms of this Offer and undertake to comply strictly with them.

1.3. In connection with the stated above, be sure to read the text of the Offer, and if you do not agree with any point of the Offer, the CONTRACTOR offers you to refuse the use of the Services.

1.4. Acceptance of the Offer means pressing the button or checking with a tick, or another way of accepting (consent to the terms of) the Offer and the subsequent payment for the Contractor's services.

1.5. Changes or additions to this Offer are possible only at the conclusion of a written contract. This Offer is an integral part of the corresponding written Agreement.

1.6. Pressing the button or marking with a tick or any other way of accepting (consent to the terms of) the Offer presupposes the CUSTOMER's consent (in case if the CUSTOMER is a natural person) or a natural person - the representative of the CUSTOMER (hereinafter in this paragraph of the Offer referred to as the subject of personal data) for processing by the CONTRACTOR of his personal data for the purpose of the possibility of the fulfillment of the terms of this Agreement, the possibility of mutual settlements, as well as for invoices, statements and other documents. Consent to the processing of personal data is valid for the entire term of the Offer, as well as over the next five years after the end of its action. Destruction of personal data is the basis for the termination of the Offer and is performed solely on the basis of a written (paper) client application. In this case, the Offer is terminated on the date specified in the response notification of the CONTRACTOR. In addition, by

the conclusion of this Offer, the subject of personal data has confirmed that he is notified (without notice) on the rights established by the Law of Ukraine "On protection of personal data", about the purpose of data collection, as well as the fact that his personal data is transferred for the purpose of the possibility of the conditions of the Offer, the possibility of mutual settlements, as well as for invoices, statements and other documents. The subject of personal data also agrees that the Contractor has the right to access and transfer their personal data to third parties without further notice to the subject of personal data, without changing the purpose of processing personal data. The volume of the rights of personal data subject, in accordance with the Law of Ukraine "On Protection of Personal Data" is known and clear for him.

2. SUBJECT OF THE OFFER

2.1. According to this Offer, the CONTRACTOR shall provide the CUSTOMER with the services on the CUSTOMER's wish and according to the conditions of the Offer on the current tariffs (hereinafter - "Tariffs") of the CONTRACTOR. Description of services, their list, information about Tariffs for the Services are on the official web-site - <http://maxnet.ua> and / or <http://prohost.maxnet.ua> or calculated and refined further before the provision of the Services by sending an appropriate invoice to the CUSTOMER. A copy of the invoice is available immediately after the calculation of services cost in the private cabinet of the CUSTOMER on the web-site at

<https://hosting.maxnet.ua/manager/billmgr?func=logon>. The CONTRACTOR's web-site, except for private user's cabinet (protected area), is a public resource, meaning such that all Internet users can access 24 hours a day, 7 days a week.

2.2. When agreeing to the conditions of the Offer, the CUSTOMER shall pay for the selected services in accordance with the rates specified on the official web-site or in accordance with the invoice.

2.3. The Offer is an official document and has a corresponding legal force and shall be published on the official website of LLC "MAXNET" - <http://maxnet.ua> and / or <https://hosting.maxnet.ua/manager/billmgr?func=logon>.

2.4. You agree that all possible disputes concerning the Offer will be settled in accordance with the Ukrainian legislation.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Responsibilities of the CONTRACTOR:

3.1.1. To provide services to the CUSTOMER under the conditions of the Offer timely;

3.1.2. Not to distribute any information that goes beyond the terms of the Offer received from the CUSTOMER or other sources, in the course of the CONTRACTOR's fulfillment of its obligations under this Offer, in accordance

with the current legislation of Ukraine;

3.1.3. immediately inform the CUSTOMER about the non-compliance of the materials given with the CONTRACTOR's demands or the current legislation of Ukraine. The time for performance of the Services may be delayed for the relevant period during which the CUSTOMER provides the appropriate corrections to the CONTRACTOR;

3.1.4. After the service fulfillment, upon request, within three (3) working days to provide the Customer the Certificate of Completion.

3.1.5. To provide a secure WEB interface for a subscriber's registration, handle input data and create a unique account for the subscriber on the basis of the data entered. Send the necessary settings to access the service via e-mail.

3.1.6. To provide services in accordance with the amount of monthly payment debited from the account of the CUSTOMER.

3.1.7. To publish official messages related to CUSTOMER's service and any changes in the tariffs for the payment, on the CONTRACTOR's site, as well as send them via e-mail to the CUSTOMER.

3.2. CUSTOMER's Responsibilities:

3.2.1. Promptly provide the CONTRACTOR with all the necessary documentation for review and further possibility of the CONTRACTOR's services;

3.2.2. Timely and accurately, as well as fully provide the CONTRACTOR with all the necessary information related to the provision of services;

3.2.3. Immediately transmit all the wishes on the subject of this Offer in writing to the CONTRACTOR;

3.2.4. Sign a completion certificate within 10 (ten) calendar days from the date of its receipt.

3.2.5. If the Certificate of Completion is not requested by the CUSTOMER within 10 (ten) calendar days following the corresponding notification from the CONTRACTOR on completion of services or not signed after it is granted within ten (10) calendar days, at the same time, the CONTRACTOR has not received a reasoned refusal to accept the services (signing of the Act), the completion certificate is considered signed and performed services are provided properly and in full, without any comments and complaints from CUSTOMERS. The legal implications of this fact are equated to the legal implications of the signing of the Certificate of Completion.

3.2.6. To provide complete, truthful and accurate information in the amount necessary to provide the services that they request / acquire. The information provided by the CUSTOMER may be published in the public domain, if necessary.

3.2.7. To pay for the services in accordance with the chosen tariff plan of the CONTRACTOR. The CUSTOMER undertakes to familiarize with the information about service terms and tariffs on the CONTRACTOR's site.

3.3. The rights of the CONTRACTOR

3.3.1. The CONTRACTOR shall be entitled to receive information necessary for the provision of the Services timely.

3.3.2. The CONTRACTOR shall be entitled to suspend the fulfillment of the Services with simultaneous notification of the CUSTOMER in the event of non-compliance by the CUSTOMER of any agreements or commitments agreed at the conclusion of the Offer (or any other agreement with the CUSTOMER) or in the process of its implementation, both in writing and in oral form; creation of conditions by the CUSTOMER for any reason, of both technical and economic nature impeding the normal completion of the Offer; the CUSTOMER's failure to provide any materials, services, agreed at the conclusion of the Offer; untimely or incomplete payment. In the above clauses, in case of failure to eliminate the causes of the suspension of the Offer, it can be broken off (by the fault of the CUSTOMER). The results of work performed, services rendered in this case are not transferred to the CUSTOMER. Re-renewal of the Services is made only after the CUSTOMER eliminates the causes that led to the suspension of the Services. The term of Service provision is automatically extended for downtime.

3.3.3. To stop providing services to the CUSTOMER temporarily or completely and to demand written explanations from the CUSTOMER in the following cases:

3.3.3.1. No receipt of timely payment for the services.

3.3.3.2. CUSTOMER's provision of inaccurate contact information or the failure to provide such information on request.

3.3.3.3. Action aimed at limiting or preventing access of other users to the services provided by the CONTRACTOR, as well as the implementation of unauthorized access to the CONTRACTOR's resources and to other systems, accessible via the Internet;

3.3.3.4. Newsletter via the Internet with any information which is contrary to the requirements of Ukrainian legislation or norms of international law contained in international treaties and conventions to which Ukraine is a member. Newsletter means mass mailing of multiple emails to multiple recipients and multiple mailing to one recipient, and the use of details (web-pages, e-mail) of the CUSTOMER in such newsletters, made via another Provider. A message is a message via e-mail, ICQ, and other similar means of information exchange;

3.3.3.5. Publication or transmission of any information or software that contains software viruses or other components equal to them;

3.3.3.6. Actions aimed at sending, publishing, transmitting, reproducing, sharing or in any way exploiting commercially any information, software or other materials, in whole or in part, obtained through the Service (if it is not clearly allowed by the holder of such information, software software or other products), subject to the availability of the written request of the Owner of such information on the limitation of the above actions;

3.3.3.7. Actions aimed at to sending, publishing, transmitting, reproducing or distribution of the software, or other materials obtained through Services, in whole or in part, that are protected by copyright or other rights without the permission of the owner in any way, as well as sending, posting, transmitting or distribution in any way of any component of Service or work based on it, as the Services are protected by copyrights and other rights provided that there is a written request of the owner of such rights on the limitation of the above actions;

3.3.3.8. Sending commercial electronic messages or others, inconsistent (not requested) beforehand with its recipient regardless of whether they have been made through the mail server of the CONTRACTOR or another mail server;

3.3.3.9. Publications and transmission over the Internet of any information contrary to the current Ukrainian legislation or international treaties and conventions to which Ukraine is. In particular, this applies to pornographic images. In the absence of legislatively set methods to determine, whether the taken image is pornographic, the CONTRACTOR reserves the right for such determination;

3.3.3.10. Hosting software (binary, scripts, etc.), performing the role of a server or a separate service on the CONTRACTOR's servers.

3.3.3.11 The CONTRACTOR shall be entitled to terminate the contractual relationship with the CUSTOMER unilaterally, with the simultaneous sending of a written notification email, in case of violation by the CUSTOMER of his obligations under this Agreement. The moment of termination of the contract and termination of service shall be the date of addressing a corresponding message to the CUSTOMER.

3.3.3.12 At high (excessive) needs of the CUSTOMER in hardware and other resources provided in the framework of the ordered services, the CONTRACTOR reserves the right to offer the CUSTOMER switching to another tariff plan and in case of the CONTRACTOR's refusal - to stop his service with the return of CUSTOMER's unused funds.

3.4. Rights of the CUSTOMER

3.4.1. The CUSTOMER has the right to inform the CONTRACTOR on the detected shortcomings in the provision of the Services.

4. RESPONSIBILITIES OF THE PARTIES

4.1. The CONTRACTOR shall under no circumstances be held liable for:

- any action / inaction as a direct or indirect result of actions / omissions of any third party;
- any consequential loss and / or loss of profits of the CUSTOMER and / or third parties, regardless of whether the CONTRACTOR could foresee the possibility of such damages or not;
- use (the inability to use) and any other consequences of using (the inability to use) by the CUSTOMER of chosen form of payment for the Services under this Offer.
- increase in the period of performance of the Services, in the case of non-operational work of the public services.

4.2. In case of default or improper performance of one of the parties of their obligations under this Offer, the Parties bear responsibility according to the current legislation of Ukraine.

4.3. In case of claims, disputes, penalties by third parties and / or regulatory authorities relating to the performance of the Services under this Offer, the CUSTOMER considers and addresses these issues on his own, without the involvement of the CONTRACTOR as well as undertakes to immediately compensate the CONTRACTOR in full any loss-or costs, including penalties resulting from violations of the aforementioned rights, guarantees, etc.

4.4. The CONTRACTOR shall not be liable for the actions (or inactions) and decisions of state and other bodies related to the implementation of the Offer.

4.5. The CONTRACTOR is not responsible for the increase in the period of performance of the Services, in the case of non-operational work of state and other bodies related to the implementation of the Offer.

4.6. The CUSTOMER is solely responsible for complying with all the requirements of Ukrainian legislation and international law, including the responsibility for the contents of the Application.

4.7. In case of CUSTOMER's violation of conditions of the Offer, the CONTRACTOR may suspend the Services until the CUSTOMER eliminates the violations and / or terminate the Offer with the sending of a relevant notice to the CUSTOMER by the e-mail, indicated by the CUSTOMER in the course of registration in the private cabinet.

5. CONDITIONS AND THE ORDER OF RENDERING SERVICES

5.1. The place of rendering the services in this paragraph shall be the place in which the recipient of the service is registered as a company or - in the absence

of such a place - a place of permanent or primary residence. According to the subject of this Offer, the CONTRACTOR renders previously agreed services in various areas of telecommunications and information technologies at the customer's request:

5.1.1. unique username and password, enabling him to place own information on the CONTRACTOR's servers;

5.1.2. registration of domain names and their support in the primary and secondary DNS server names;

5.1.3. the possibility of organizing e-mail names;

5.1.4. obtaining necessary for connecting to the Service consultation through a special section of the CONTRACTOR's site;

5.1.5. rent of a virtual deicated server;

5.1.6. rent of a dedicated server.

5.2. The structure of the Service does not include the provision of the possibility of sending-receiving CUSTOMER's e-mails in the CONTRACTOR's office, configuration or diagnosis of a personal computer, modem or CUSTOMER's software either in the CONTRACTOR's office or with departure to the CUSTOMER's, as well as skills training on the work in the Internet.

5.3. The CONTRACTOR provides domain name registration on the basis of agreements concluded with domain administrators and other registering organizations.

5.4. When helping the CUSTOMER to register a domain name, the CONTRACTOR is not responsible for the terms and possible delays in the registration related to the technological features of the registering organization. Also the CONTRACTOR is not responsible for the refusal of the registering company in domain registration, for whatever reasons, that are not contrary to their internal Regulations.

5.5. The new domain name is registered in case if all the necessary conditions, rules and registration rules are fulfilled, in particular:

5.5.1. the application contains complete and correct information required for registration;

5.5.2. the rules of the domain zone are obeyed.

5.5.3. the rights to the domain name(s), which is (are) registered, are given to the CUSTOMER for the entire period, on condition that the payment has been made, according to the paragraph 3 of the Treaty.

5.5.4. If the registered domain for any reason cannot be registered on the CUSTOMER, the CONTRACTOR shall be entitled to issue such a domain by entering his own contact information, in this case, the CONTRACTOR has no right of ownership to these domain names and is cannot lay any claims to.

5.5.5. The CUSTOMER acknowledges that at the time of signing the Agreement, according to him, neither the registration of the domain name nor the order of its using do not violate intellectual property rights of third parties.

5.5.6. For the registered domain (domains) under the current contract, a refund is not made under any circumstances.

5.5.7. The registered domain (domains), on the initiative of the CUSTOMER can be removed from the registration database before the appointed time when it will be available for registration by third parties.

5.5.8. All operations are performed with the domain in accordance with the rules and regulations of the domain zone which it is registered or being registered in:

Domain Rules .UA [<https://hostmaster.ua/policy/?ua>]

Domain Rules .COM.UA [<https://hostmaster.ua/policy/?com.ua>]

Domain Rules .KIEV.UA [<https://hostmaster.ua/policy/?kiev.ua>]

Rules of public domain registration at the second level
[<https://hostmaster.ua/policy/2ld.ua>]

Features of Registration of the second level domains [<https://hostmaster.ua/2ld/>]

Terms of registration and use of domain names in the domain .UKR
[<http://uanic.net/pravila-registracii-i-polzovaniya-domennymi-imenami-v-domene-ukr/>]

Rules of domain name Registration in domain .RU and .RF
[<http://www.cctld.ru/ru/docs/rules.php>]

Rights and obligations of registrants of international domain names
[<http://www.icann.org/en/resources/registrars/registrant-rights/benefits>]

5.6. The CUSTOMER owns all property rights on the transmitted to the CONTRACTOR hardware, software installed on equipment, as well as for materials, products, created by the CONTRACTOR in the performance of this Offer and paid for by the CUSTOMER.

5.7. Having selected a specific type of Services (or more) and familiarized with the conditions of the Offer, the CUSTOMER completes and sends the form to the CONTRACTOR, or a letter, a request, either orally formulates the content of the message for Services provision. In case of CONTRACTOR's failure to fulfill the applications due to insufficient information in it, the CONTRACTOR within two business days is to apply to the CUSTOMER with the requirement to provide additional materials, data and documents. At the same time, the term of Service provision is extended for the duration of the time of the CUSTOMER's provision of additional required information to the CONTRACTOR (documents, information).

5.8. On the basis of the submitted application or oral report, the CONTRACTOR sets forth an invoice to the CUSTOMER for the chosen service(s). By the fact of the CUSTOMER's paying the amount specified in the bill, this Offer is automatically considered to be concluded in full.

5.9. The CONTRACTOR shall start the fulfillment of his duties in accordance with the terms of the Offer, no later than the next working day from the date of the payment of the appropriate amount of money for the ordered services, respectively to the invoices, adhering to the previously agreed Terms of service with the CUSTOMER.

5.10. When properly performed by the CONTRACTOR of obligations under this Offer, the CUSTOMER accepts the work performed, including the work performed under the Act, which is sent to the CUSTOMER by the CONTRACTOR at his request, taking into account the conditions of paragraphs 3.1.4, 3.2.5 of the Offer. The CUSTOMER in accordance with the paragraph 3.2.4, signs the resulting Certificate of Completion, and in the case of deficiencies while accepting the provided by the CONTRACTOR's Services by the CUSTOMER and undertakes to provide at the same period a reasoned refusal to accept the work (services) with the shortcomings and their elimination period and sends it to the CONTRACTOR. The CONTRACTOR shall eliminate these shortcomings in the refusal within a reasonable time and provide a new Certificate of Completion to the CUSTOMER. In the case of not signing the new Certificate of Completion by the CUSTOMER and unasserted motivated refusal to perform work in 3 (three) days, the new Act is considered signed, and work is accepted. If the Act of provided works is not made, the work is considered accepted if the CUSTOMER does not submit the claims in writing to the CONTRACTOR within 10 (ten) days.

5.11. Payment is made by the CUSTOMER in one of the following ways from the CONTRACTOR's official website <https://hosting.maxnet.ua/manager/billmgr?func=logon>. Selection and use of the process / service forms of payment is made by the CUSTOMER at its sole discretion of the options. Security, privacy, and other conditions of use of the method chosen by the CUSTOMER / forms of payment outside the scope of this Offer and regulated by agreements (contracts) between the CUSTOMER and the relevant organizations.

5.12. The CONTRACTOR starts fulfilling its obligations under this Offer not later than 3 business days after confirmation of payment by the CUSTOMER for the services of the CONTRACTOR.

5.13. Payment for Services is carried out in the national currency of Ukraine in accordance with rates set at the time of the provision of services.

5.14. By making the payment in non-cash form, the CUSTOMER is obliged to indicate in the payment document billing account number which identifies the paid services.

5.15. The CONTRACTOR shall be entitled to unilaterally revise the price of

services and introduce a new tariff plan. On the introduction of new price, the CONTRACTOR shall notify the CUSTOMER, by posting the information about it on the CONTRACTOR's website or by sending a message to the CUSTOMER's e-mail. The date of entry into force of the new tariff plan is the date of its publication on the CONTRACTOR's website. In the event of changes in tariffs, payment made earlier on the new tariffs is not recalculated

5.16. Services are considered paid at the time of receipt of funds on the current account of the CONTRACTOR.

5.17. Within 10 (ten) days from the date of formation of the negative balance on the account of the CUSTOMER the contents of his mailbox and virtual server reserved by the CUSTOMER, after this period the contents of the e-mail box of the customer and information from the virtual server is deleted.

5.18. Services provided by the CONTRACTOR, may not be transferred to third parties, including transfer of services to other companies in the following cases:

5.18.1. reception of this service as a bonus or a gift;

5.18.2. with incomplete (partial) payment of the service;

5.18.3. receiving a bonus or gift to this service;

5.18.4. free transfer of the domain name without the extension.

5.19. The service can be transferred to third parties, including the transition of services to other companies for 100% payment of the Services provided by the Contractor in the national currency of Ukraine.

6. TERM, CHANGES, AND TERMINATION OF THE OFFER

6.1. The offer is valid from the date of publication on the Internet on the official web-site <https://hosting.maxnet.ua/manager/billmgr?func=logon>, shall enter into force on the date of acceptance of the offer by the CUSTOMER and shall be valid until the fulfillment of the CONTRACTOR's services under this Offer.

6.2. All changes and additions to this Offer are valid only in the case of drawing up of a written document, signed and stamped by the authorized representatives of the Parties.

6.3. Offer may be terminated by agreement of the Parties.

6.4. In the case of a material breach of one of the Parties of the conditions of the Offer, the other Party shall be entitled to unilateral termination of the Offer, as shall notify the Party that violated the terms of the agreement, no later than 14 calendar days.

6.5. Upon termination of the Offer or the termination of its validity period, all available information in electronic form customer is stored by the Contractor during the term regulated by internal documents.

6.6. This offer may be changed unilaterally by the CONTRACTOR for all of its CUSTOMERs with the simultaneous publication of a new version on the official CUSTOMER's web-site, as well as notifying all CUSTOMERs of the

CONTRACTOR by e-mail facilities. In case of disagreement, the CUSTOMER, as amended, is to prepare a separate written agreement in which disputes will be settled.

7. WARRANTY

7.1. Except for the warranties expressly set forth in the text of the Offer, the CONTRACTOR makes no other expressed or implied warranty for this Offer.

7.2. By agreeing to the terms (taking conditions) of this Offer, the CUSTOMER confirms that the CONTRACTOR and the CONTRACTOR warrants that:

7.2.1. In case of the CUSTOMER's provision to the CONTRACTOR inaccurate data or materials, the CUSTOMER is solely responsible (including property) for any negative consequences associated with the provision of the Contractor's services under this Offer;

7.2.2. CUSTOMER voluntarily enters into the Offer, and the CUSTOMER confirms:

to be fully acquainted with the conditions of the Offer,

to fully understand the subject of the Offer,

to fully understand the meaning and consequences of the actions in relation to the conclusion and execution of the Offer.

7.2.3. The CUSTOMER has all the rights and powers necessary for the conclusion and execution of the Offer by the CUSTOMER.

7.3. All provided in connection with the execution of the Offer information is confidential. The Parties undertake not to disclose it to third parties or use for any purpose not covered by the Offer.

7.4. Action warranties set forth in the Offer are extended to an indefinite period of time and do not end after the termination of this Offer.

7.5. The CONTRACTOR does not guarantee absolutely uninterrupted or error free Services and does not guarantee that the proposed software or any other materials do not contain system errors. The CONTRACTOR shall take all reasonable efforts and measures to prevent this.

7.6. The CONTRACTOR shall not be liable for any direct or indirect damage caused to the CUSTOMER in the use or inability to use the Service or suffered as a result of errors, omissions, interruptions, deletion of files, defects, delays in operation or transmission, or change of features and other causes. The CONTRACTOR does not guarantee acceptance of mail by the CUSTOMER from remote networks, the operation of which has led to such a network address listed for which mail delivery program implementers cannot receive mail.

7.7. The CONTRACTOR shall not be liable for the quality of public communication channels through which the Service is accessed.

7.8. The CUSTOMER assumes full responsibility and risk associated with the use of the Internet through the Service, including the responsibility to evaluate

the accuracy, completeness and usefulness of any opinions, ideas, and other information, as well as the quality and characteristics of the goods and services distributed on the Internet and provided to the CUSTOMER through the Service.

7.9. The CUSTOMER is fully responsible for the security of the password and for losses that may occur due to unauthorized use. In case of theft of login and password that happened through the fault of third party, The CUSTOMER has the right to send to the CONTRACTOR a statement of change of login and password, with the obligatory appendix to the statement of corresponding financial document confirming the payment for Services.

7.10. The CONTRACTOR is not respondent by any obligations and costs associated with the violation of the provisions of this Agreement by CUSTOMER or other persons using the username and password of the CUSTOMER; or related to the use of the Internet through the Service; or connected with the placement or transmission of any message, information, software or other materials on the Internet by the CUSTOMER or other persons using its login and password.

7.11. The CONTRACTOR fulfills the CUSTOMER 's request, directed only to the CUSTOMER's contact e-mail or from the service area (account) on the CONTRACTOR's site. Contact e-mail address is considered to be specified in the registration based on the CONTRACTOR's website. The customer can change the contact e-mail in the registration database at the entrance to the billing panel (login) at the CONTRACTOR's site.

7.12. The CONTRACTOR, administrator of the domain zone and Registry Operator shall not be responsible for any consequences of the use, disuse or misuse of domain names of the CUSTOMER. The CONTRACTOR, administrator of the domain zone and Registry Operator cannot be held to the litigation with respect to domain names.

7.13. The CUSTOMER agrees to receive notifications regarding the provision of the Services by e-mail and through short message service (SMS).

7.14. The parties agreed to assume that the facsimile signature on the reconstruction of accounts and acts of reception and transmission of works signed by the Parties in the framework of the contract, has the same legal validity as a handwritten signature of authorized representatives of the Parties.

7.15. This Agreement is made in Russian and Ukrainian languages. In case of disputes, the Russian version shall prevail.

8. FORCE MAJEURE

8.1. The CONTRACTOR and the CUSTOMER shall be exempt from the non-performance or improper performance of its obligations under the current Offer, if such failure or improper performance is the result of force majeure, which arose after the conclusion of the current Offer, are unusual in nature, and that

The CONTRACTOR and the CUSTOMER could neither foresee nor overcome conventional means. Such circumstances include: flood, fire, earthquake, and other natural phenomena, as well as war, acts of war, strikes, acts or actions of the competent authorities, public authorities and any other similar circumstances which are beyond the control of the Parties.

8.2. If the force majeure lasts for more than 3 months, either party may terminate this Offer.

9. OTHER CONDITIONS

9.1. Offer, its execution and delivery is regulated in accordance with the current legislation of Ukraine. All matters not regulated by the Offer or regulated incompletely are to be regulated in accordance with the substantive laws of Ukraine. In the event of disagreement between the CONTRACTOR and the CUSTOMER in respect of the Offer, which cannot be resolved by negotiations between the Parties shall be settled in the manner prescribed by the legislation of Ukraine.

9.2. The Offer constitutes the entire agreement between the CONTRACTOR and the CUSTOMER. The CONTRACTOR shall not undertake any conditions and obligations relating to the subject of the Offer, except as set forth in the Offer and confirmed the application, which is regulated pursuant to the Offer, except in cases where such conditions or obligations recorded in writing and signed by the CONTRACTOR and the CUSTOMER. If any of the conditions of application or the application contrary to the terms of the Offer, the provisions of the Offer will prevail.

9.3. If any of the conditions of the Offer are invalid or illegal, or may not enter into force in accordance with applicable law, such provision shall be allocated from the Offer and replaced by a new provision which best suits the original intentions contained in the Offer, the remaining provisions of the Offer do not change and remain in force.

10. PROCEDURE FOR THE CONSIDERATION OF CLAIMS AND DISPUTES

10.1. Claims of the CUSTOMER on the provision of services to the are accepted by the CONTRACTOR for consideration only in writing and within a period not later than 3 days from the date when the dispute arose. Term of consideration of the claims of the CUSTOMER is no more than fourteen (14) working days.

10.2. Consideration of the claims to the CONTRACTOR relating to the provision of Services, is carried out upon presentation of the CUSTOMER the corresponding financial documents confirming the payment for Services.

10.3. When considering the dispute, as evidence, the Parties shall be entitled to grant printed e-mails, with stored service technical information in them (titles). If service technical information (titles) is not present, such a letter is not a proof. The originality of the e-mail headers can be confirmed by the Internet

service provider through which the relevant e-mail is sent or by independent experts.

11. ENTRY INTO FORCE OF THE AGREEMENT AND VALID

11.1. The CUSTOMER has the right at any time to unilaterally withdraw from the CONTRACTOR's services. In this case, the CUSTOMER must notify the CONTRACTOR 15 days prior to the date of termination of the Agreement.

11.2. The CONTRACTOR shall be entitled at any time unilaterally refuse the CUSTOMER's service without explanation, and the CUSTOMER is to make a refund for the unused months of full-time.

11.3. In the event of early termination of the Services in accordance with the terms of this Agreement, the CUSTOMER shall make a refund for the unused months of full-time (payment for the month in which the service has been terminated will not be returned) upon presentation of the relevant financial documents by the CUSTOMER.

11.4. The contract comes into force from the date of payment for the services in the manner prescribed in this Agreement and shall be valid for one year. If 15 calendar days prior to the expiration of the Treaty one of the Parties gives the other Party a written notice of termination, this Agreement shall be automatically extended for the next year-period.

11.5. All matters not regulated in the present text of the Agreement shall be governed by the laws of Ukraine.

12. ANNEXES TO THE AGREEMENT

12.1 The Annexes are an integral part of this Agreement.