**Contract № \_\_\_\_\_\_\_\_\_\_**

**about provision of telecommunication services**

**(hardware hosting (colocation) services)**

**Odessa "\_\_\_" \_\_\_\_\_\_ 20\_\_**

LLC "Technologies of the Future", hereinafter referred to as the **Operator**, represented by the Director of the Slabuk Vasyl Nikolaevich, acting on the basis of the **Charter**, on the one hand, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is named later in the Subscriber acting on the basis \_\_\_\_\_\_\_\_\_\_\_\_ / registered at the address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from another the parties, hereinafter referred to as the "Parties", entered into this Agreement (hereinafter referred to as the Agreement) as follows:

**TERMS**

**Hardware hosting** - (Subscriber's server) - a service of placing the Subscriber's physical server in a specially equipped premises of the Operator on its technical site with the provision of its uninterrupted power supply and connection to the Internet.

**IP address** is a unique technical code that provides identification of each component of the Internet.

**End-user equipment** - Operator's servers with the possibility of remote access of Subscribers to this equipment of the Operator through the networks of other Internet providers.

When connecting the terminal equipment to all Subscribers, the unique electronic codes (identifiers) of the end equipment, which is the IP address and the login of the Subscriber, are assigned to each Subscriber, and the account is assigned to each Subscriber.

**Routing** - a set of hardware and software that provides the user access to the Internet.

**The Internet Network** is a global information system that is logically linked to the global address space and is based on an Internet protocol defined by international standards.

**Equipment** is a server, a computer system, the connection of which is provided through remote access to exchange or receive information.

**Traffic** - The amount of data that passes through the server for a certain period of time.

**Spam** are not pre-ordered electronic text and / or multimedia messages, which are either massive or which do not provide reliable information about the full name, own mail or email address of the Subscriber or the sender of these messages, or further receipt of which the consumer can not stop by informing the Subscriber or the sender, in addition to the operator, service provider's message.

**Unauthorized access** - the actions of the User of the Global Internet Network, aimed at obtaining unauthorized access to the resource, the destruction or modification of software or data that are not owned by the User, without the consent of the administrator of the resource.

**1. SUBJECT OF THE AGREEMENT**

1.1. The Operator undertakes to provide, on behalf of the Subscriber, the Services listed below (hereinafter referred to as the "Services"), and the Subscriber undertakes to accept and pay these Services. The Services include:

- Placement of the equipment of the Subscriber adopted in accordance with the Acceptance-Transfer Equipment Equipment (Appendix No. 2), on the technical site of the Operator, connecting it to the network of uninterrupted power supply and ensuring the power supply of 220V 50Hz;

- connection of the equipment to the Internet;

- providing consulting services necessary for the operation of the server.

**2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**2.1 The subscriber has the right:**

2.1.1. On timely and qualitative reception of the Services in accordance with the terms of the Agreement;

2.1.2. Free of charge receive from the Operator consultations and information to the extent necessary for the use of the Services and accounts for the payment of ordered services.

2.1.3. Change the billing period of the dedicated server only after the end of the billing period. The Opportunity and the cost of such a change shall be considered by the Operator in each case separately, in accordance with the tariffs.

2.1.4. Modify Domain Admin Contact (Admin-C) in Ukrainian domain-level domains of the first and second level. The cost of the change is 250,00 UAH. (Two hundred and fifty hryvnias).

2.1.5. Return of an unused part of funds from the Operator in case of refusal of pre-paid services in the cases and in accordance with the procedure specified by the Rules of telecommunication services. Only the amount used by the Subscriber is to be returned.

2.1.6. Early termination of the agreement upon written request, provided the Operator notifies him, not later than 30 calendar days.

2.1.7. Failure to pay fees for all time damage to telecommunication networks and hardware, which resulted in the temporary cessation of provision of services in case of violation by the Operator of the deadlines for elimination of damage and not due to the fault of the Subscriber, from the date of registration by the Operator of the relevant application.

2.1.8. To compensate damages caused by failure to perform or improper performance by the Operator of the obligations provided by the contract or legislation.

2.1.9. Limitation of the operator, provider of access to certain types of services (written application for fixed communication services) and technical capabilities of the operator, provider in accordance with the procedure established by the legislation.

2.1.10. To refuse services in accordance with the procedure established by the agreement.

2.1.11. Free (completely or partially) withdrawal of the information on it from the electronic databases of the information and reference services of the Operator on a written statement.

2.1.12. Discuss the illegal actions of the Operator in accordance with the law.

2.1.13. To re-register on a written application the agreement on another Subscriber since the beginning of the new billing period.

2.1.14. Use own means of accounting for the volume of services received provided that they are appropriately certified in accordance with applicable law.

2.1.15. In case of questions of provision of services to the Operator, wishes, statements or complaints in accordance with the Law "On Consumer Rights Protection" and other regulatory acts, apply personally in orally or in writing to the Operator's office, and by phone numbers, postal and electronic the addresses specified in clause 9.8 of the Agreement.

2.1.16. Other rights not inconsistent with the law.

**2.2 The subscriber shall:**

2.2.1. To independently carry out registration, to make and correct data in contact and billing information.

2.2.2. Independently monitor the billing period of the service provided, pay in due time for its continuation, or deliberately announce the reluctance to extend it.

2.2.3. Timely and fully pay the Services provided by the Operator under this Agreement. **The Subscriber is obliged to pay the Operator's Services only from the person indicated at the registration in the contact or billing information.**  The subscriber undertakes to independently familiarize himself with the information on the terms of service and tariffs on the Operator's website - [www.Hosting.UA](http://www.Hosting.UA).

2.2.4. Accept the performed work and provided services from the moment of their readiness and fix it with the Acceptance-Transfer of completed work, services rendered (Annex No. 2, No. 3).

2.2.5. Use the Internet Access Service, subject to the requirements of applicable law and the provisions of this Agreement.

2.2.6. Follow the instructions of the Operator's specialists for the correct use of the Services and the global Internet.

2.2.7. Observe the rules of access to the equipment established by the Operator;

2.2.8. Independently take all necessary measures to ensure the security of information transmitted through the Internet and placed on the server by the Subscriber.

2.2.9. Observe the Rules for obtaining Telecommunication Services, namely:

- not to take actions aimed at limiting or obstructing the access of other users to the Services, as well as attempts to unauthorized access to the Operator's resources and to other systems available through the Internet;

- Do not send through the Internet any information that is contrary to the requirements of Ukrainian legislation or international law;

- not to publish or transfer any information or software that contains computer viruses or other components that are equivalent to them;

- not to act to send, publish, transmit, reproduce, provide or in any form use information, software or other materials wholly or partly received by the Services (unless authorized by the owner of such information, software or other products), subject to the written request of the owner of such information on the limitation of the listed actions;

- not to send commercial and other electronic communications, are not agreed (in the absence of a request) in advance with their recipient, as well as in case of violation of the Network Use Standards adopted by the Working Group of the Open Forum of Internet Service Providers in the presence of a written application from the recipient of such distribution;

- not to publish or transmit through the Internet any information that contravenes current Ukrainian or international law. In particular, this applies to:

- information calling for:

1) overthrow of the constitutional order;

2) violation of the territorial integrity of Ukraine;

3) propaganda of war;

4) incitement to racial, national, religious hatred;

5) committing terrorist acts.

- information containing the following elements, which contradict, in particular, the Law of Ukraine "On the Protection of Public Morality" of November 20, 2003:

1) cruelty;

2) violence;

3) pornography;

4) products of erotic content;

5) cynicism;

6) humiliation of human honor and dignity.

**Pornography** - vulgar-naturalistic, cynical, obscene fixation of sexual acts, self-serving, special demonstration of genitals, anti-sexual scenes of sexual intercourse, sexual perversions, sketches of nature that do not meet moral criteria, offend human honor and dignity, inducing unwanted instincts.

**Pornographic products** are any material objects, objects, printed matter, audio and video products, including advertising, communications and materials, media products, electronic media, the content of which is a detailed representation of anatomical or physiological details of sexuality actions or containing pornographic information.

• It is forbidden to publish or transmit on the Internet the information of pornographic or erotic content that is on the border with the pornographic, in the opinion of the Operator.

• Do not place or run PROXY, VPN or tunnels;

• not ordering or offering spamming, including for advertising purposes;

**Spam** are not pre-ordered electronic text and / or multimedia messages, which are either massive or which do not provide reliable information about the full name, own mail or email address of the Subscriber or the sender of these messages, or further receipt of which the consumer can not stop by informing the Subscriber or the sender, in addition to the operator, service provider's message;

• Do not send spam, including for advertising purposes;

• not commit and not facilitate any actions that impede the work of other Subscribers of the Service or the normal functioning of the Operator's equipment, including the server load beyond the limits set by Operator for Subscribers in clause 1.1.4 of this agreement.

• not to carry out unauthorized access and causing any damage to the Operator's resources, users of the Internet and other networks, which can be accessed via the Internet;

• other actions that contradict the generally accepted norms of using Internet resources or threaten the integrity of the Operator's network.

**2.2.10. In case of detecting the fact of distributing spam containing information about the Subscriber's resource / site located on the Operator's server, the Subscriber undertakes to delete this resource / site within 6 hours.**

2.2.11. Sign the Agreement and Acceptance-Acceptance Acts of the Services rendered (Annex No. 2, No. 3) within 5 (five) calendar days from the date of receipt of the specified documents from the Operator.

2.2.12. To notify the Operator in the term specified in the agreement, but not less than for 10 days, about the change of the mandatory requisites provided for in the contract.

2.2.13. Prohibition of using end-of-life equipment for committing unlawful actions or actions that contradict the interests of national security, defense and law and order.

2.2.14. Prevent commercial use of end-use equipment to provide services to third parties;

2.2.15. Keep the equipment in good condition.

2.2.16. If the colocation service is provided, the Subscriber has the right to connect the final equipment, only that has a document confirming compliance;

2.2.17. When providing colocation services, inform, including in writing, upon request of the Operator, about the type of terminal equipment used for receiving services;

2.2.18. Provide, in accordance with the Law of Ukraine "On Protection of Personal Data", the consent of the Subscriber for the processing of personal data necessary for the conclusion of a contract and provision of telecommunication services.

2.2.19. By agreement of the parties, other duties are in accordance with the legislation.

**2.3. The operator has the right:**

2.3.1. Require a timely payment by the Subscriber;

2.3.2. To send messages to the Subscriber, indicated by him at registration, about the expiration of the period of service for 3 (three) days until the deadline date. At the same time, from the moment of sending this operator's electronic message, the Subscriber is considered to be warned.

2.3.3. In case of changes in legislative, regulatory and other acts, tariffs, the introduction of other mandatory fees and charges that apply to the Internet, or other circumstances that affect the cost of the Service, the Operator has the right to change tariffs. The date of the introduction of new tariffs is the date of their publication on the Operator's site. The change in the cost of the Services does not apply to the Services paid by the Subscriber prior to the introduction of this change.

2.3.4. Temporarily suspend the provision of the Services in the case of carrying out preventive works, repairs or other works, the execution of which makes it impossible to provide services, until the opportunity to provide the appropriate services is restored, notifying the Subscriber not later than 24 hours prior to their commencement by e-mail.

2.3.5. To suspend the provision of the Services in whole or in part, as well as to terminate the Agreement unilaterally in the following cases:

- in case of termination of the activity of providing services in accordance with the legislation;

- on the initiative of the Operator, notifying the Subscriber about this within 30 calendar days prior to the scheduled date of termination of the provision of services;

- at the request of the consumer, indicating the reasons and terms of such termination;

- in connection with the arrears of payment for services over the term or the amount specified in the contract, in accordance with the legislation, and also the expiration of funds for prepaid services in accordance with the legislation and the contract, if within 10 days after sending the notice on the deadline for payment did not receive confirmation of payment, and until the date of payment of the debt;

- in connection with the provision by the Operator of preventive, repair or other work, the execution of which makes it impossible to render services, until the opportunity to render appropriate services is restored, notifying the Subscriber by e-mail not later than 24 hours before the beginning thereof;

- if the Operator classifies any actions performed or executed by the Subscriber or third parties through the Services provided to the Subscriber under this Agreement as causing or capable of causing damage to the Operator, to other Subscribers or to the normal operation of the network. These actions include those caused by:

- technical defects of the equipment of the Subscriber;

- incorrect adjustment of the network part of the Subscriber's software;

- intentional actions of the Subscriber, which interfere with the normal functioning of the Operator's network or the operation of subscribers of the Operator;

- in case of systematic violation by the Subscriber of the rules of use of the network;

- in case of violation of subsection 2.2.7 of this Agreement by the Subscriber;

- in case of revealing by the Operator the fact of submission by the Subscriber, upon completion of registration, incomplete, false, inaccurate information.

- in connection with the occurrence of a natural disaster, emergency, introduction of emergency or martial law in accordance with the legislation and section 6 of the Treaty;

- violation of the legislation on operation of the final equipment by the Subscriber, until the restoration of the rules of operation.

**2.3.6. The Operator reserves the right to immediately terminate the provision of the Services and terminate the Agreement unilaterally if the Subscriber fails to comply with Clause 2.2.9. of this Agreement.**

2.3.7. The operator, in accordance with the procedure established by law, creates and uses the databases necessary for the provision of services and contains information provided by the Subscriber at the time of conclusion of the contract, and provides protection and non-disclosure of the information with restricted access.

Subscriber's personal data may be processed for the purpose of providing services, ensuring fulfillment of obligations under the agreement.

2.3.8. At the end of 48 (forty-eight) hours after the Operator refuses to provide the Services to the Subscriber or to terminate the Agreement, automatically remove all information that belonged to the Subscriber. Within these 48 (forty-eight) hours, the Operator shall in full store all information and documents provided to him by the Subscriber for the purpose of delegation of domain names.

2.3.9. In case of increased needs of the Subscriber to the hardware and other resources provided within the framework of the ordered service, including violation by the Subscriber of clause 1.1.4 of this agreement, the Operator reserves the right to offer the Subscriber a switch to another tariff plan, and if the Subscriber refuses to terminate it maintenance without refund and terminate this Agreement unilaterally.

2.3.10. The operator has the right to change the terms of this contract (including the payment terms). The date of entry into force of the amendments to this agreement is the date of their publication on the official website of the Operator www.Hosting.UA.

2.3.11. All licenses purchased from the Operator under this Agreement are solely owned by the Operator and may not be transferred to an IP address that does not belong to it.

2.3.12. The operator has the right to reduce the list, temporarily suspend or terminate the provision of services in accordance with the Law of Ukraine "On Telecommunications" and the Telecommunications Services Regulation.

2.3.13. The operator reserves the right not to connect and / or disconnect the Subscriber's terminal equipment connected to the telecommunication network in the absence of documents confirming its compliance with the requirements of regulatory documents in the field of telecommunications, as well as in other cases specified by law.

**2.4 The operator must:**

2.4.1 To conduct its activity in accordance with the Rules of Provision and Receipt of Telecommunication Services, approved by the CMU Decree No. 295 of 11.04.2012 (hereinafter - Telecommunication Services Regulations) and other regulatory legal acts of Ukraine in the telecommunication sphere;

Maximum possible speed within TMPDZK of "Technologies of the Future" for incoming traffic is up to 100 Mbps, for outgoing traffic up to 100 Mbps.

In the provision of the Services provided for by this Agreement, the Operator applies only the equipment that has undergone state certification.

2.4.2. Provide the Services in accordance with the tariff plan selected by the Subscriber and ensure the suitability of the leased equipment for the provision of the Services to the Subscriber in accordance with the chosen tariff, during the whole period of validity of this agreement, provided the Subscriber performs his duties.

2.4.3 Connect equipment to the Operator network port. The date of the obligation of the Operator provided for by this paragraph shall be the next business day from the day the payment is received in accordance with the provisions of Section 3 of this Agreement.

2.4.4. When providing colocation services, at the request of the Subscriber, inform about the list of certified equipment that can be connected to the operator's telecommunication network;

2.4.5. To provide the Subscriber with information about the services rendered to him in the form of an activation letter specifying the account name (login and account number) and the password, to the Subscriber's e-mail address indicated by him during registration.

2.4.6. To draw up the Agreement and the Acceptance-Transfer of Services, Work Performed (Annexes No. 2, No. 3) and provide them to the Subscriber for signing.

2.4.7. Provide services for the established values ​​of quality indicators in accordance with regulatory documents in the field of telecommunications (Order No. 803 of 28.12.2012 "On Approval of Quality Indicators for Data Services, Internet Access and their Levels"), conditions for providing services in compliance with the requirements of the Telecommunication Services Regulation, and other normative legal acts.

2.4.8. In the event of damage to telecommunication networks and telecommunication equipment, immediately (no later than one day after the day of receipt of the corresponding notice), remove them in accordance with regulatory and regulatory acts, regulatory documents in the field of telecommunications.

2.4.9. Inform the Subscriber about the list of certified equipment, which can be connected to the telecommunication network of general use (upon request of the Subscriber).

2.4.10. Warn the Subscribers about reducing the list of services, suspending or terminating the provision of services, disabling their terminal equipment in the cases and in accordance with the procedure established by the Telecommunication Services Rules and the contract, including in case of non-payment of debts.

2.4.11. Keep records of the volume and cost of services rendered for each type separately and ensure its authenticity;

2.4.12. Ensure correct application of tariffs and timely informing the consumer about their change (seven days before the date of commissioning).

2.4.13. To take measures in accordance with legislation to ensure the confidentiality of information transmitted by telecommunication networks, confidentiality of information about the Subscriber and services that he has received or ordered.

2.4.14. Post official communications related to Subscriber's service and change of payment rates on the Operator's website - www.Hosting.UA.

2.4.15. The Operator has no right to interfere in the activities of the Subscriber regarding his work within the scope of the Services rendered.

2.4.16 At the request of the Subscriber to provide him with technical advice within the limits necessary for the proper interaction in fulfilling the terms of this Agreement.

**2.5. The Operator's obligation does not include:**

- сompensation for damage caused to the Subscriber by third parties as a result of the use of the Services provided by the Operator, also the Operator shall not be liable for damage caused by the Subscriber to third parties as a result of receiving and using the Services;

- be responsible for any damage that has been caused to the Subscriber as a result of the use of the Internet, including loss of data due to delays, lack of delivery, false addressing or interruption of the Services that arose as a result of the use of the Internet or as a result of Subscriber's mistakes;

- to answer, in case if the electronic messages informing the Subscriber about the expiration of the period of service provision are moved to the "SPAM" of the electronic box specified by the Subscriber at the time of registration.

2.5.1. The Operator in no way controls and is not responsible for the content and quality of the information that is transmitted by the Subscriber to the Internet and which is hosted on the server.

2.5.2. Any information received from the Internet, the Subscriber uses at his own risk. The Operator is not responsible for the accuracy and quality of the information received through the Services provided by them.

**3. TARIFFS, COST OF SERVICES AND SETTLEMENT PROCEDURE**

3.1. Payments for services are carried out at tariffs approved in accordance with the legislation.

Subscriber has the right to choose tariff plans, tariffs for services set by the Operator and receive information on changes in tariffs for the provision of services.

3.2. Payment terms for services must be detailed from the types of payments charged to the Subscriber for the services received. In the case of providing a service package, the charging unit must be defined for each type of service included in the package. The cost of the Services is determined on the basis of the tariffs established by the Operator, which were in force at the moment of signing of this Agreement (Appendix No. 1). The subscription fee and prices for the Services are indicated in the national currency of Ukraine.

3.3. The Operator has the right to unilaterally review prices for the Services and introduce a new tariff plan. The date of entry into force of the new tariff plan is the date of its publication on the official website of the Operator - www.Hosting.UA. The change in the cost of the Services does not apply to the Services paid by the Subscriber before the introduction of new tariffs.

3.4. Payment for the Services is made in the national currency of Ukraine on the terms of subscription.

3.5. Terms of Service Subscriber is its 100% subscription services in selected national currency of Ukraine within three (3) calendar days after signing the contract and / or billing rates under specified at or after the registration on the official website of the Operator. The duration of the calculation period is determined for each tariff plan separately (month, three months, six months, one year).

The three-day countdown is made from the moment the Operator sends a written notice to the Subscriber / Subscriber's email address indicated by him at the time of registration.

3.6. Subsequent payments - subscriber and additional services are performed by the Subscriber on the basis of the Operator's account no later than 3 (three) calendar days from the moment of invoicing. The Account is displayed to the Subscriber since the creation of a negative balance on the Subscriber's personal account (account). **The Subscriber is obliged to monitor the negative balance on his personal account (account) independently.**

3.7. Payment for the Services for the Subscriber's chosen billing period is carried out in a non-cash form by transferring funds to the Operator's settlement account at any branch of the banks of Ukraine. Payment can also be made with VISA MASTERCARD credit cards. When paying through the bank, the Subscriber is required to indicate in the payment document the tariff plan and the account name given to him at registration. In case if the assigned payment entered into the Operator's account does not specify a tariff plan and account name (login), the Operator has the right not to render the Services until the date of confirmation of this payment from the Subscriber.

3.8. The payment made in the non-cash form by transferring money to the Operator's current account, not from the person indicated in the registration in the contact or billing information, is not credited to the Subscriber's personal account.

3.9. If the Subscriber fails to pay the bill within 3 (three) days from the moment of its presentation, the provision of the Service will be terminated (blocked) until the moment of payment of the account. The cost of each server reactivation, which can be performed within 4 (four) days after the server is blocked, is 400 (four hundred) hryvnia.

3.10. In case of delay in payment of more than four (4) calendar days from the date of blocking (p.3.7.), The Operator may format the server and terminate the Agreement unilaterally, which includes an agreement on the termination of the Agreement.

3.11. The execution of the services is confirmed by the Acceptance-Transmission of the Services provided (performed works), which the Subscriber is obliged to sign within 5 (five) calendar days from the moment of receipt thereof.The Parties have agreed that due to the specificity of the Services provided, the Services and works performed should be considered as rendered and executed properly from the moment of connection of the equipment and sending of the activation letter to the Subscriber's email address specified by him at registration. If the Subscriber has claims to the Services rendered, he sends his claims in writing to the Operator's mailing address or to the e-mail address [**sales@hosting.ua**](mailto:sales@hosting.ua) no later than 12 (twelve) hours from the receipt of the Acceptance-Transmission of the Services rendered.

3.12. Lack of access, poor quality, and long response times for individual nodes or Internet resources administered by third parties, are not interruptions in the provision of Services under the Agreement and are paid according to tariffs.

3.13. In each case of cancellation of the Subscription Agreement for the Services rendered properly, in the sense of clause 4.11 of this Agreement, the Subscriber shall not be returned. The return of the unused portion of funds from the Operator in case of refusal of prepaid services is carried out in the cases and in accordance with the procedure specified by the Telecommunication Services Rules and this Agreement.

3.14. The return of unused portion of funds is carried out on the basis of certified signature and signature of the authorized person of the original written application of the Subscriber, indicating in it the bank details, the reasons for the return of funds.

3.15. The privileges established by the legislation are provided from the date of the application of the Subscriber and the presentation of documents certifying the right to privileges.

**4. RESPONSIBILITY OF THE PARTIES**

**4.1. Operator's Responsibility:**

4.1.1. The operator is not responsible for the quality of the public communication channels through which access to the Services is made.

4.1.2. The operator is not responsible for the lack of access, poor quality, and the length of time the response of individual nodes or Internet resources administered by third parties. Cases of such lack of access are not interruptions in the provision of the Services under the Contract;

4.1.3. The Operator is not liable for any expenses or losses incurred directly or indirectly by the Subscriber when using the Services, as well as for the damage or damage caused to the Subscriber by third parties as a result of the consumption of the Services provided by the Operator.

4.1.4. The Operator is released from liability for non-fulfillment or improper performance of obligations, if such non-fulfillment occurred as a result of force majeure circumstances (force majeure circumstances), as specified in clause 4.3 below, theft or damage to the attackers of lines and station buildings or due to fault Subscriber

4.1.5. The Operator is not responsible for the maintenance and legal provision of information located on the site (s) or in the database and FTP Subscriber.

4.1.6. The Operator is not responsible for notifying third parties about the disassembly of the Access Subscriber and for the possible consequences of the absence of such a warning.

4.1.7. The Operator is not the respondent or co-respondent for any obligations and expenses related to the violation of the provisions of this Agreement by the Subscriber or other persons using the login name (Login) and the Subscriber's password associated with the use of the Internet for by using the Services related to the placement or transmission of any message, information, software or other materials on the Internet by the Subscriber or other persons using his account name (Login) and password.

4.1.8. The Operator is not responsible for Subscriber's activities within the postal space, which is determined by the Subscriber's Login Account (Login).

4.1.9. The operator is not liable if the electronic messages informing the Subscriber about the expiration of the period of service provision are moved to the SPAM of the electronic box indicated by the Subscriber at the time of registration.

4.1.10. The Operator is released from liability in the event that the Subscriber violates the terms of the agreement on the prohibition of commercial use of end-use equipment and subscriber lines for the provision of services to third parties.

**4.2 Subscriber's Responsibility:**

4.2.1. Under the current legislation of Ukraine, the Subscriber assumes full responsibility and risk associated with the use of the Internet through the Services, in particular, responsibility for assessing the accuracy, completeness and usefulness of any thoughts, ideas or other information, as well as the quality and characteristics of the goods and services that are distributed on the Internet and provided to the Subscriber through the Services.

4.2.2. The Subscriber independently bears responsibility for the authenticity and confidentiality of the data indicated by him or his representative at the registration of the domain name.

4.2.3. The subscriber is independently responsible for the content, authenticity and lawfulness of the disseminated information;

4.2.4. The Subscriber is solely responsible for the damage caused to them by the Services to legal entities / individuals or their property. The Operator is not liable to third parties for the actions of the Subscriber.

4.2.5. The Subscriber is solely responsible for maintaining his password and for damages that may be caused as a result of his unauthorized use. In connection with the theft of the account name (Login) and the password caused by the fault of third parties, the Subscriber has the right to send a written application for the change of the password to the Operator's address, with the obligatory application to the statement of the corresponding financial document, confirming payment of the Services.The operator is not responsible for the actions of third parties that led to the theft of the account name, password, and in order to compensate for the damage caused by this theft, the Subscriber must contact the relevant investigating and law enforcement authorities.

4.2.6. The Subscriber is responsible for the untimely signing and transfer to the Operator of the Agreement and annexes to the Agreement, acts of acceptance and transfer of the services rendered. Delivery of the signed documents to the Operator is carried out at the expense of the Subscriber's funds and forces.

4.2.7. The Subscriber independently bears responsibility in case of non-notification that it is not timely notice of the Operator to change the requisites. In case of receipt by the Subscriber of documents with incorrect requisites, the expenses for reissue of the documents by the courier with the corrected details shall be borne by the Subscriber.

4.2.8. In case of violation by the Subscriber of the terms of signing the specified documents, the Operator has the right to suspend the provision of the Service until the Operator receives the indicated documents signed by the Subscriber in an appropriate manner. At the same time, the time during which the provision of the Service has been suspended shall be credited to the general term of the provision of the Services under this Agreement and shall not extend the term of performance of the Operator's duties.

4.2.9. In the absence of duly signed Subscriber documents, after suspension of the Services in accordance with Clause 4.1, during the period for which the Subscriber paid the service, all data is automatically deleted, without the possibility of renewal.

**4.3. Exemption from liability.**

4.3.1. The Operator is relieved of his duties if the performance of the obligations of the Operator was impossible due to force majeure circumstances (force majeure circumstances).

4.3.2. Force majeure circumstances are circumstances that arose after the conclusion of an agreement between the Operator and the Subscriber (after the acceptance of this agreement), and the emergence of which no party could predict at the time of acceptance of this agreement, which includes, including, but not limited to , earthquakes, floods, hurricanes, fires, wars and military actions, blockades, revolutions, strikes, prohibition actions of the authorities, etc.

4.3.3. The operator shall inform the Subscriber within 4 (a) on the commencement of force majeure circumstances and on the cessation of force majeure circumstances and / or the liquidation of their consequences in the event that obligations are obstructed not only by force majeure but also their consequences. four) business days. Sufficient is deemed to be posted on the Operator's official site, however, the Operator reserves the right to send individual messages, which are also considered to be due communication by the Operator.

4.3.4. A valid proof of force majeure circumstances is the Operator's notice as specified in clause 4.3.3. of this agreement.

4.3.5. The impossibility of performing the obligations of the Operator in accordance with this agreement as a result of force majeure circumstances does not extend the term of the provision of services under this agreement and the validity of the contract, which is considered concluded by means of acceptance of the given agreement.

4.3.6. In the event that the duration of the force majeure circumstance will continue for more than 2 (two) months, each party may unilaterally terminate the agreement concluded by the Operator and acceptance by the Subscriber of this agreement, without the mutual obligations of the Parties to indemnify each other any and all damages arising from the failure of the Operator to fulfill its obligations under the agreement and / or termination of the contract.

**5. PROCEDURE FOR SOLVING DISPUTES**

5.1 All disputes and differences that arise in the course of implementation of this Agreement will be resolved through negotiations between the Parties.

5.2 Claims of the Subscriber for the Services rendered shall be accepted by the Operator only in writing and within a term not exceeding 3 (three) calendar days from the moment of the occurrence of the controversial situation. The term for consideration of the Subscriber's claims is no more than 30 (thirty) calendar days

5.3. The consideration of claims to the Operator related to the provision of the Services shall be made subject to submission by the Subscriber of relevant financial documents confirming payment of the Services.

5.4. In order to resolve technical issues, when determining the fault of the Subscriber as a result of his unlawful actions when using the Internet, the Operator has the right to independently involve competent organizations as experts.

5.5 In disputes, the Parties have the right to provide printed emails (e-mail) as evidence, with stored technical information in them (headings). In the event that there is no service technical information (headings), such a letter is not a proof. The originality of the e-mail headers can be confirmed by the Internet Service Provider, with the help of which an appropriate e-mail has been sent or independent experts.

5.6. In case of impossibility of settlement by negotiation and presentation of claims, disputes are resolved in court according to the current legislation of Ukraine.

**6. FINAL PROVISIONS**

6.1. The Agreement is concluded in Ukrainian in two original copies having the same legal force, one for each of the parties.

6.2. All documents on the basis of which this Agreement is implemented (Supplements, Acts, etc.) is an integral part thereof.

6.3. All amendments and additions to this Agreement are valid if they are executed in writing by the proper signatures of the authorized representatives of both Parties and sealed with seals.

6.4. Agreement loses force and the parties are not exempt from their obligations under the Agreement, in case of change essential elements of Sides, their constituent documents and a change of ownership, organizational and legal form, name, address, office phone and more. The Parties are obliged to notify each other about these changes within 15 calendar days.

6.5. Each Party is obliged to ensure the confidentiality of the technical, commercial or other information received during the performance of the Agreement and to take measures for its non-disclosure. In the event of termination transfer this information to third parties, its publication or disclosure in any other way possible only with the written permission of the other Party for any reason and term of the Agreement.

6.6. After termination or termination of the Agreement for any reason, the Privacy Statement remains valid for 3 (three) years from the date of such termination (termination).

6.7. In all cases not provided for by this Agreement, the Parties shall be guided by the current legislation of Ukraine.

**9. LEGAL ADDRESSES, BANK DETAILS AND SIGNATURES OF THE PARTIES**

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| **OPERATOR**  LLC « Technologies of the Future»  Legal / postal address: Ukraine, 65082, Odessa,  lane Mayakovsky, 6  Tel / Fax: 8 (048) 728 21 11  E-mail: [info@Hosting.UA](mailto:info@Hosting.UA)  p / p 26000054405444 in the Yuzhne  GRU CJSC CB "PrivatBank"  MFO 328704  Code EDRPOU 34505938  IPN 345059315535  Number of certificate of VAT payer 100136620  Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / В.М. Slabliuk/ | **SUBSCRIBER** |

Annex No. 1

  to the Agreement No. \_\_\_\_\_\_\_ / \_\_\_

from «\_\_\_» \_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ year

**Colocation is the placement of its equipment (server) on the technical site of the provider.**

**The cost of the Colocation service by Hosting.UA is:**

**Placement of equipment (size from 1U to 4U)**

**Average current consumption is no more than 0.5A** (Additional 0.5A - +260 UAH per month)

**Power supply unit not more than 300 W** (Additional 100W - +520 UAH per month)

Both rack-mount cases and desktop are allowed.

**Each additional 1U is +330 UAH.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Port of connection** | **APC Remote Reboot**  **(deleted reboot)** | **KVM over IP** | **1 IP address** | **Cost per month** |
| **Synchronous 10Mbp/s** | yes | yes | yes | |  |  | | --- | --- | |  | **1513,00**UAH | |
| **Synchronous 100Mbp/s** | yes | yes | yes | |  |  | | --- | --- | |  | **3640,00** UAH | |

**• Guaranteed power supply of the first category, 220V, 50Hz.**

**• Connection port speed - 1Gbit / s.**

**• 2 inputs from various substations, uninterruptible power system with a reservation on rechargeable batteries, diesel generator with AVR system (automatic start)**

**• Direct access to Odessa resources (Odessa-Odessa route), direct access to Ukrainian resources (Odessa-destination).**

**No restrictions on incoming / outgoing, "internal" and "external" traffic.**

**• Ability to work with your server in a specially equipped room via KVM with the connection of any USB media to the server (from 9 to 18 every other day).**

**• 2 hours of software administration installed on your server - for free.**

**• 15 minutes of additional time - 25 UAH.**

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**Annex No. 2**

**to the Agreement No. \_\_\_\_\_\_ / \_\_\_**

**from «\_\_\_\_» \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_**

**Act No. \_\_\_\_\_\_\_\_\_**

**acceptance-transmission equipment**

**Odessa "\_\_\_" \_\_\_\_\_\_\_\_\_ 20\_\_**

  LLC "Technologies of the Future", hereinafter referred to as the Operator, represented by the Director of the Slabuk Vasyl Nikolaevich, acting on the basis of the Charter, on the one hand, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is named later in the Subscriber acting on the basis \_\_\_\_\_\_\_\_\_\_\_\_ / registered at the address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from another the parties, hereinafter referred to as the "Parties", concluded this act as follows:

In accordance with the Agreement on the provision of hardware hosting services (colocation) No. \_\_\_\_\_ / \_\_ from \_\_\_ on \_\_\_\_\_\_\_\_\_\_ 20\_\_\_, the Subscriber transmitted, and the Operator accepted the equipment for further provision of hardware hosting services (colocation).

**List of equipment transferred to the Operator**

|  |  |  |  |
| --- | --- | --- | --- |
| № | **Name / model, configuration** | **Number, U** | **Cost, UAH** |
| 1 | - | - | - |

The specified equipment was provided by the Subscriber, and the Operator has accepted for the further provision of the Services.

The act is drawn up in two copies, one for each of the parties.

|  |  |
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Annex № 3

to the Contract № \_\_\_\_\_\_/\_\_\_

from"\_\_\_" \_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_

**ACT No. OU-\_\_\_\_\_\_\_\_\_\_\_\_**

**of reception-transfer rendered services**

Odessa "\_\_" \_\_\_\_\_\_\_\_20\_\_\_

LLC "Technologies of the Future", hereinafter referred to as the Operator, in the person of the Director Slablike Vasily Nikolayevich, acting on the basis of the Charter, on the one hand, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, named\_\_ in the future, the Subscriber who acts on the basis \_\_\_\_\_\_\_\_\_\_\_\_ /registered address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand, hereinafter referred to as the "Parties" made this act about the following:

According to the Contract on provision of services hardware hosting (colocation) № \_\_\_\_\_\_/\_\_\_\_ from"\_\_\_\_" \_\_\_\_\_\_\_\_\_\_\_20\_\_ , services hardware hosting provided by your Operator and taken by the Subscriber within the specified time and in full.

For services hardware hosting (colocation) \_\_\_\_\_\_\_\_\_, the user : \_\_\_\_\_\_\_\_\_\_\_\_\_\_ - \_\_\_ last. - \_\_\_\_\_\_\_\_\_\_\_\_\_\_UAH. (without VAT 20%) Cost of services without VAT \_\_\_\_\_\_\_\_\_\_ UAH. VAT \_\_\_\_\_\_\_\_ UAH. Total cost with VAT - \_\_\_\_\_\_\_\_\_UAH. (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hryvnia \_\_\_\_\_\_ kopecks) without VAT.

The subscriber has no claims to the Operator for the works (services), provided the latter efficiently and on time. After execution by the Subscriber of its financial obligations, the payments will be considered made in full. The act is made in two copies, one for each party.

**LEGAL ADDRESSES, BANK REQUISITES AND SIGNATURES OF THE PARTIES**

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Annex No. 4  
  to the Agreement No. \_\_\_\_\_\_\_ / \_\_\_\_  
from «\_\_\_\_» \_\_\_\_\_\_\_\_\_\_ 20\_\_\_

**Act No. \_\_\_\_\_\_\_\_\_\_**

**acceptance-transmission equipment**

**Odessa "\_\_\_" \_\_\_\_\_\_\_ 20\_\_**

  LLC "Technologies of the Future", hereinafter referred to as the Operator, represented by the Director of the Slabuk Vasyl Nikolaevich, acting on the basis of the Charter, on the one hand, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is named later in the Subscriber acting on the basis \_\_\_\_\_\_\_\_\_\_\_\_ / registered at the address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, from another the parties, hereinafter referred to as the "Parties", concluded this act as follows:

In accordance with the Agreement on the provision of hardware hosting services (colocation) No. \_\_\_\_\_ / \_\_\_ from "\_\_\_\_" \_\_\_\_\_\_\_\_\_\_\_ 20\_\_ the Operator transferred, and the Subscriber accepted the equipment that was transferred to the Operator in accordance with the Acceptance-Transfer Equipment No. \_\_\_\_\_\_\_\_\_ of \_\_ \_\_\_\_\_\_\_\_\_\_ 20\_\_. to provide hardware hosting services (colocation).

**List of equipment provided by the Subscriber's Operator**

|  |  |  |  |
| --- | --- | --- | --- |
| № | **Name / model, configuration** | **Number, U** | . **Cost, UAH** |
| 1 | - | - | - |

2. The equipment has been inspected and verified by the Subscriber.

3. The equipment is transmitted in the same condition as at the time of receipt, taking into account normal wear and tear. Information that

contained on the equipment is properly stored and not damaged.

4. The subscriber has no claims to the Operator regarding the state of equipment and information stored on it.

5. The Parties have no other claims to each other.

6. The act is drawn up in duplicate, one for each party.

|  |  |
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