**Public contract for the provision of telecommunication services**

 Odessa edited from 11/18/2013

 The Agreement on the Provision of Telecommunication Services, LLC "TECHNOLOGY OF THE FUTURE", approved by order No. 15 / О (hereinafter referred to as the Contract) of 2.11.2013 is public. The agreement is published on the Operator's web site at https: //www/hosting.ua, as well as at the place of sale of services at the address: Odessa, Mayakovsky lane, building 6.

 LLC "TECHNOLOGY OF THE FUTURE", which is the operator of telecommunications in accordance with the Law "On Telecommunications" (registered by the NCCR in the Register of Operators and Providers on the basis of Decision No. 369 dated June 18, 2013, Exit No. 06-4360 / 09 dated June 18, 2013). , hereinafter referred to as the "Operator", in the person of the director of the enterprise Slabluk Vasyl Nikolaevich, acting on the basis of the Statute, guided by Art. 633 of the Civil Code of Ukraine offers an unlimited number of persons to conclude an agreement on the provision of telecommunication services. In accordance with articles 638, 642 of the Civil Code of Ukraine, if you agree with the terms (acceptances) of this public contract, you must complete the registration (provide your details) and pay the services. In this case, the contract will be deemed concluded, and the Operator accepts the obligation to provide the services specified in the Subject of this Agreement. At the request of individuals, the contract will be concluded in writing. With legal entities (and with individuals for the services of hardware hosting (colocation), the conclusion of the contract is mandatory in writing.

**SCOPE OF THE CONTRACT**

 The operator provides telecommunication services (hereinafter referred to as Services) to the customers (hereinafter Subscribers), namely:

 A. Virtual hosting services (lease of disk server space);

 B. Renting of dedicated servers;

 C. Hardware Hosting Services (colocation - the term according to the international classification);

 D. Domain Name Registration Services;

 E. Advice on the above issues.

**1. GENERAL PROVISIONS**

 **1.1. In the case of provision of the Services of virtual hosting to services includes:**

 1.1.1. Ability to organize e-mail with the amount of information stored at any time within the quota provided by the tariff plan;

 1.1.2. Ability to use all available programs and functions;

 1.1.3. Access to visit statistics;

 The Service does not include the provision of the possibility of receiving / transmitting the Subscriber's electronic messages at the Operator's office, debugging or diagnosing the Subscriber's personal computer, modem and software, both in the Operator's office and with the departure of the Subscriber, as well as training in the skills of work on the Internet.

 1.1.4. The operator provides computing resources with load limits, according to the tariff plan chosen by the Subscriber, in the following ratio:

|  |  |  |  |
| --- | --- | --- | --- |
| Unix Hosting: | **ОЗУ, М** | **CPU, %** | Processes, pieces |
| Minimum | 32М | Max 5% | 15 in the peak of work |
| Start | 64М | Max 10% | 30 in the peak of work |
| The economy | 96М | Max 15% | 30 in the peak of work |
| Standard | 128М | Max 20% | 40 in the peak of work |
| Business | 192М | Max 25% | 60 at the peak of work |
| Premium | 256М | Max 30% | 90 in the peak of work |
| Elite | 512М | Max 35% | - |

|  |  |  |  |
| --- | --- | --- | --- |
| Windows Hosting: | **ОЗУ, М** | **CPU, %** | Processes, pieces |
|   Base | 64М | Max 30% | - |
|   Expanded | 96М | Max 40% | - |
|   Maximum | 128М | Max 50% | - |

1.2. In case of the provision of Domain Name Registration Services on the Internet:

 1.2.1. Domain name registration and their support on the primary and secondary DNS nameservers;

 1.2.2. The operator promotes the registration of the domain name by the administrators of the regional zones of Ukraine and other registration organizations.

 1.2.3. With the assistance of the Subscriber in registering a domain name, the Operator is not responsible for the timing and possible delays in the registration associated with the technological characteristics of the registration organization. Also, the Operator is not responsible for the failure of the registration organization to register the domain for any reason that does not conflict with its internal Rules.

 1.2.4. A new domain name is registered if all the necessary conditions, rules and rules for its registration are fulfilled, in particular:

 • at the time of registration, such domain name is free;

 • the generally accepted moral and ethical norms are not violated;

 • the application contains the complete and correct information required for registration;

 • the rules of this domain zone are observed.

 1.2.5. Rights to the domain name (s) registered (registered) are transferred to the Subscriber for the whole term of the contract, subject to the payment of the corresponding fee in the manner prescribed by Section 3 of this agreement.

 1.2.6. The Subscriber guarantees that at the moment of concluding this agreement on the information provided by him, neither the registration of the domain name nor the procedure for its use violate the intellectual property rights of third parties.

 1.2.7. **For the registered domain (domains) under this agreement no return of cash occurs.**

 1.2.8. The Subscriber agrees to review any disputes that arise regarding the domain names in accordance with the provisions of this agreement.

 **1.3. In the case of provision of rental services to a dedicated server, the services include:**

 1.3.1. Providing the Operator to the Subscriber of information and technical Services using the equipment (dedicated physical server) of the Operator on the Internet, which is located on the technical site of the Operator;

 1.3.2. Connecting the server to the Internet;

 1.3.3. Connecting it to the uninterruptible power supply 220V 50Hz.

 **1.4. In the case of the provision of hardware hosting services (colocation) services include:**

 1.4.1. Placement of the Subscriber's equipment on the operator's technical site;

 1.4.2. Connecting equipment to the Internet;

 1.4.3. Connecting it to the uninterruptible power supply 220V 50Hz

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

 **2.1. Duties of the Operator:**

 2.1.1. To conduct its activity in accordance with the Rules of Provision and Receipt of Telecommunication Services, approved by the Resolution of the Cabinet of Ministers of Ukraine dated April 11, 2012 No. 295 (hereinafter - Telecommunication Services Regulations) and other regulatory acts of Ukraine in the telecommunication sphere.

 2.1.2. 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.

 2.1.3. 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 the validity of this agreement, provided the Subscriber performs his duties.

 2.1.4. No later than within 24 (twenty four) hours to warn the Subscriber about conducting preventive and repair work, sending a warning to the Subscriber's e-mail.

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

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

 2.1.7.In the event of damage to telecommunication networks and telecommunication equipment, immediately (but not 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;

 2.1.8. 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;

 2.1.9. Warn the Subscribers about the reduction of the list of services, the temporary cessation or termination of the provision of services, the disconnection of 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 services;

 2.1.10. Keep records of the volume and cost of services rendered for each type separately and ensure their reliability;

 2.1.11. To ensure the correct application of tariffs and to inform the Subscribers in a timely manner about their change (seven days before the date of commissioning);

 2.1.12. To take measures in accordance with the law to ensure the secrecy of information transmitted by telecommunication networks, the confidentiality of information received from the Subscriber upon his registration, as well as the content of personal e-mail, as well as the services that he has received or ordered, except in the cases provided for by paragraph 6.5 of this Agreement and current legislation of Ukraine;

 2.1.13. 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.

 2.1.14. When rented dedicated servers and colocation services are provided, connect the equipment to the operator's network port and ensure uninterrupted operation of the equipment and provision of power to the equipment;

 2.1.15. At the request of the Subscriber, provide him with technical advice within the limits necessary for the correct interaction in fulfilling the terms of this agreement.

 **The duties of the Operator do not include:**

 2.1.16. Compensation 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 is not liable for any damage caused by the Subscriber to third parties as a result of the receipt and use of the Services.

 2.1.17. 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, erroneous addressing or interruption of the Services that arose as a result of the use of the Internet or due to Subscriber mistakes.

 2.1.18. The Operator in no way controls and is not responsible for the content and quality of the information transmitted by the Subscriber via the Internet and placed on the equipment provided by the Subscriber.

 2.1.19. 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.

**2.2. Subscriber's duties:**

 2.2.1. Independently monitor the billing period of the service provided, pay in due time for its continuation or knowingly

 to report the reluctance to continue it.

 2.2.2. Timely and fully pay for the Operator's Services in accordance with the chosen tariff plan. The Subscriber is required to pay for the Operator's Services only from the person indicated in the registration in the contact or billing information. The subscriber undertakes to independently familiarize himself with the information on terms of service and tariffs on the Operator's website - www.Hosting.UA;

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

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

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

 2.2.6. Independently take all necessary measures to ensure the security of information transmitted through the Internet and placed on the equipment provided by the Subscriber;

 2.2.7. Do not transfer to the Operator responsibility for any damage incurred by the Subscriber or third parties when using the Operator's Services;

 2.2.8. To comply with the Rules for receiving telecommunication Services, in particular, but not excluding others:

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

 • Do not send through the Internet any information that contravenes the requirements of Ukrainian legislation or international law;

 • not publish or transmit 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;

 • Do not send e-mails of commercial or other nature, inconsistent (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 statement by the recipient of such mailing;

 • not to publish or transmit over the Internet any information that is contrary to current Ukrainian or international law. In particular, this applies to:

* Information that calls for:

 - overthrow of the constitutional order;

 - violation of the territorial integrity of Ukraine;

 - propaganda of war;

 - incitement to racial, national, religious hatred;

 - committing terrorist acts.

* Information containing the following elements, which contradict, in particular, the Law of Ukraine "On protection of public morals "of November 20, 2003:

 - cruelty

 - violence;

 - pornography;

 - products of erotic content;

 - cynicism;

 - 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** - these are not pre-ordered electronic text and / or multimedia messages, which are either

 massive, or which does not provide reliable information about the full name, your own e-mail address or email address

 The subscriber or the sender of these messages, or further receipt of which the consumer can not stop the way

 informing the Subscriber or the sender about this, except for the operator, service provider's notice;

 • 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.

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

 2.2.10. Sign the Agreement and the Acceptance of the provided services (performed works), within 5 (five) calendar days from the date of receipt of the specified documents from the Operator.

 2.2.11. 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;

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

 2.2.13. The Subscriber is forbidden to use the final 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. When provided colocation services, keep in good condition the final equipment;

 2.2.16. When providing colocation services, inform, including in writing, upon request of the Operator, about the type of end-use used for receiving services;

 2.2.17. To provide in accordance with the Law of Ukraine "On Protection of Personal Data" and Section 7 of the Agreement, the consent of the Subscriber for the processing of personal data necessary for the conclusion of a contract and provision of telecommunication services;

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

**2.3. Operator's Rights:**

 2.3.1. Require a timely payment of the Services by the Subscriber in accordance with the provisions of the Agreement.

 2.3.2. Temporarily, completely or partially, terminate the provision of services (their individual types), in particular:

 • in case of termination of the activity of the Operator for the provision of 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 Subscriber, indicating the reasons for such termination, with observance of the terms specified in clause 8.1 of this Agreement;

 • in connection with arrears of payment for services over the term or 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 3 (three) days after the sending of the notice the deadline has not received confirmation of payment, and until the 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 provide services, until the opportunity to provide the appropriate services is restored, notifying the Subscriber by e-mail not later than 24 hours before the beginning thereof;

 • in connection with the occurrence of a natural disaster, emergency, introduction of emergency or martial law in accordance with the legislation and clause 4.3. The contract;

 • violation of the legislation on operation of the final equipment by the Subscriber, until the restoration of the operating rules;

 • if the Operator classifies any actions performed or performed 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 the Operator's Subscribers;

 • in case of violation by the Subscriber of the rules for obtaining telecommunication Services, in particular those specified in

 p.2.2.8 and others .;

 **2.3.3. Terminate access to the Services and / or terminate the agreement unilaterally without notice in the case of:**

 • the publication or transmission by the Subscriber of any information or software that contains computer viruses or other components that are equivalent to them;

 • the actions of the Subscriber, which entail restrictions on the access of other users to the Operator's Services;

 • attempts to unlawfully access Subscriber's resources available on the Internet;

 • distribution via the Internet of any information that is contrary to the requirements of Ukrainian legislation or international law;

 • Spamming or advertising of resources supported by the Services;

 • The illegal placement and use of copyrighted information;

 • any actions that may lead to or interfere with the operation of the network or telecommunications services of the Operator;

 • placement of information and distribution of advertising, which is contrary to current Ukrainian or international legislation;

 • actions that cause damage to the Operator or the Internet society;

 • any other unlawful actions or actions that are in conflict with the requirements of the current legislation of Ukraine;

 • violation by the Subscriber of the Rules for obtaining telecommunication Services specified in clause 2.2.8. this agreement;

 • in case of revealing by the Operator the fact of providing by the Subscriber, in the course of the registration, in accordance with clause 6.1, as well as clause 7.7 of this contract, incomplete, false, inaccurate information.

 2.3.4. The Operator reserves the right to send messages to the Subscriber's e-mail indicated by him during registration, in particular, about the expiration of the period of service provision for 3 (three) days before the date of its termination. At the same time, from the moment of sending this electronic message to the Operator, the Subscriber is considered to be warned

 2.3.5.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.

 2.3.6. 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.

 2.3.7. 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.

 **2.3.8. The Operator reserves the right to immediately terminate the provision of the Services and terminate the Contract in case of non-fulfillment by the Subscriber in clause 2.2.8. of this Agreement.**

 2.3.9. In the case of colocation services provided, 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, determined by the legislation.

 2.3.10. 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.

 **2.4. Subscriber rights:**

 2.4.1. Require the Operator timely and qualitatively to provide the Services in accordance with the terms of this agreement.

 2.4.2. Free of charge receive from the Operator information and advice to the extent necessary for the use of the Services and the invoice for the payment of ordered services.

 2.4.3. Modify Administrative Contact Domain Name (Admin-C) in the domain zone first and second level. The cost of the change is 250 hryvnia.

 2.4.4. Return of an unused part of funds from the Operator in case of refusal of pre-paid service in 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.

 2.4.5. Early termination of the agreement upon written request, provided the Operator is warned, no later than 30 calendar days;

 2.4.6. Failure to pay for all time damage to telecommunication networks and hardware, which resulted in the temporary cessation of the 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;

 2.4.7. To compensate for damage caused by failure or improper performance by the Operator of the obligations provided by the contract or legislation;

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

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

 2.4.10. Free (completely or partially) withdrawal of the information on it from the electronic databases of the information and reference services of the Operator;

 2.4.11. To re-register on a written application the contract on another Subscriber since the beginning of the new billing period;

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

 2.4.13. To 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.

 2.4.14. 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 addresses specified in Section 10 of the Treaty.

 24.15. To challenge the illegal actions of the Operator in accordance with the legislation;

 2.4.16. Other rights not inconsistent with the law.

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

 3.1. Payments for services are carried out at tariffs approved by the Operator 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 Operator's Services is determined in accordance with the tariff plans published on the Operator's Website - www.Hosting.UA. 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 enter 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. Services are provided provided that there is a positive balance on the Subscriber's personal account (account). The subscriber is obliged to monitor the negative balance on his personal account (account) independently.

 3.5. The provision of services to the Subscriber is his 100% subscription to the selected service within 3 (three) calendar days after the signing of this agreement and / or invoicing, according to the tariffs specified on the site, or from the moment of registration on the official site of the Operator. The duration of the calculation period is determined for each tariff plan separately (month, three months, six months, one year). The counting of three days is made from the moment of sending by the Operator a written notification to the Subscriber's email indicated at the time of registration.

 3.6. Payment may be made in cash to the Operator's cash desk or in a cashless form by transferring funds to the Operator's current account at any branch of the Ukrainian banks. Payment can also be made with VISA MASTERCARD credit cards. When paying through a bank, the Subscriber is obliged to indicate in the payment document the tariff plan and the account name (login) indicated by him during registration. The Operator has the right not to render the Services in case if the payment of the account entered into the Operator's account does not specify the tariff plan and login name (login) of the Subscriber, before the confirmation of this payment from the Subscriber.

 3.7. Disputes concerning the payment of the operator's services without the receipt of receipts are not considered. The receipt is a confirmation of the existence of a relationship between the Subscriber and the Operator in accordance with this Public Contract.

 3.8. The subscriber independently bears responsibility for the fidelity of payments made by him. In case of change, the bank details of the Operator are published on the official web site of the Operator. From the moment of publication of new details on the official website of the Operator, the Subscriber is solely responsible for the execution of payments made on outdated requisites.

 3.9. In case of non-cash payment, the fact of payment of the Service is confirmed, and the personal account of the Subscriber is open, after receipt of information from the bank on the transfer of money to the account of the Operator.

 3.10. Payment made in a non-cash form by transferring funds to the Operator's current account, not on the name specified during registration in contact or billing information, is not credited to the Subscriber's personal account.

 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 since the sending of the activation letter, with indication of the account name and password, to the Subscriber's e-mail address indicated by him during registration.If the caller claims to have provided services shall submit their claims in writing to the postal address of the Operator, or by e-mail: sales@hosting.ua within twelve (12) hours of receipt of Statement of Acceptance of the Services.

 3.12. Within 30 (thirty) calendar days from the moment of the creation of a negative balance on the Subscriber's personal account, the account name (Login) of the Subscriber and information about it are stored by the Subscriber. Upon termination of this term, all Subscriber data is automatically deleted without the possibility of recovery.

 3.13. In case of rendering of Services the lease of the dedicated server, if the Subscriber does not pay the account within 3 (three) calendar days from the moment of signing of this agreement and / or billing, according to clause 3.5. the contract, the provision of the Services will be terminated (blocked) by the time of payment of the account. The cost of each reactivation of the server, which can be performed within 4 (four) days after the blocking of the Services, is 400 hryvnias.

 3.14. The lack of access, poor quality and long response times of individual nodes or Internet resources that are administered by third parties are not breaks in providing services under the Agreement and paid according to the tariffs.

 3.15. In each case of termination of the contract, the Subscription for the Services rendered properly, in the sense of clause 11.3 of this Agreement, shall not be returned to the Subscriber. 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.

 3.16. Return the unused proportion of funds on the basis of a written application of the Subscriber, indicating it bank details, and copies of documents confirming the identity of the payer (passport and identification code of the subscriber) and the fact of payment of ordered services.

 3.17. 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

 site (s) or in the database and FTP of the Subscriber.

 4.1.6. The Operator is not responsible for notifying third parties about the termination of the Access Subscriber, and for

 possible consequences that arose as a result 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 Service in accordance with clause 4.2.6, 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 inability of the Operator to perform his duties in accordance with this agreement as a result of the force majeure circumstances does not extend the term of service provision under this agreement and the validity of the contract, which is considered concluded by the acceptance of this 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 CONSIDERATION OF CLAIMS AND SUPPLIES**

 5.1. All disputes and differences arising 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 provided are accepted by the Operator only in writing and within a term not exceeding 3 (three) calendar days from the moment of the occurrence of a contradictory 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 on condition that the Subscriber presents it

 relevant financial documents confirming the payment of the Services.

 5.4. In order to resolve technical issues, in determining the fault of the Subscriber as a result of his unlawful actions with

 Using the Internet network, 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. SPECIAL CONDITIONS.**

 6.1. Registration of a physical / legal entity:

 6.1.1. A physical person / legal entity has the right to accept a contract and become a Subscriber only under his own name. Registration under the name of another person is not allowed. The subscriber is obliged to independently carry out registration, to make and correct the data in contact and billing information.

 6.1.2. When registering a physical / legal entity, the Subscriber must indicate (choose):

 • account name (Login);

 • password to enter the control panel;

 • surname, name and patronymic / name of the organization;

 • contact information (address, phone, e-mail).

 6.2. Delegation of a private domain name of the second level occurs only if the Subscriber issues the following documents:

 • for a domain name which, wholly or in part of the second level (to the "." But not including this sign), in writing coincides with the Sign protected in the territory of Ukraine in accordance with the Madrid Agreement on International Registration of Marks - certified by the central executive body on issues of legal protection of intellectual property, an extract from the Official Bulletin of the International Bureau of the World Intellectual Property Organization confirming the fact of the international registration of the Sign and the fact of its legal protection on the territory Oria of Ukraine;

 • for the domain name, which is in full, or its component of the second level (to the sign "." But not including this sign), the writing coincides with the Sign, which is issued by the central body of the Executive power on intellectual property rights issue the certificate of Ukraine on the sign for goods and services - a duly certified copy of this certificate;

 • in case if directly the Registrar (Subscriber) of the second level private domain name is not the owner of the rights to use the Sign on the territory of Ukraine - a duly certified copy of the agreement on the transfer by the holder of the Registrar (Subscriber) Domain Name rights to the use of this Sign in the territory of Ukraine, or licensing agreement.

 6.3. The Operator, as well as the Administrator and Operator of the Public Domain Registry. UA shall not be liable for consequences of the use or misuse of domain names by the Subscriber, including those of 3 persons, as well as on the violation by the Subscriber of any rights of third parties.

 6.4. By signing this agreement, the Subscriber claims that the information provided to the Operator for the purpose of delegation of the domain name, in particular contact information, is complete, truthful and accurate.The Subscriber is solely responsible for the accuracy and confidentiality of the data indicated by him or his representative at the time of registration.

 6.5. By subscribing to this agreement, the Subscriber states that he knows and understands the purpose of collecting, storing and publishing information provided to him by the Operator and necessary for ensuring the process of delegation of the domain name, and also that he knows and agrees that the actual state of such The information will be publicly available in real time through WHOIS or similar service.

 6.6. 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.

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

 6.8. End-user equipment is the Operator's equipment or Subscriber's equipment (for colocation service), with the possibility of remote access of Subscribers to this equipment through the networks of other Internet providers. When connecting the final equipment to all Subscribers, unique end-user IDs (IDs), which are the IP address, login, account number, and password, which allow the Subscriber to place their information on the end-user equipment, are assigned.

**7. AGREEMENT FOR PERSONAL DATA PROCESSING**

 7.1. The Subscriber agrees that the Operator is the owner and manager of the personal data bases with the consent of the subject of personal data. However, the subject of personal data agrees with the fact that he was acquainted with the rights in accordance with the Law of Ukraine "On Protection of Personal Data" of 01.06.2010.

 7.2. The Subscriber gives his consent to the processing of his personal data (including: collection, storage, systematization, modification, removal, use, distribution, depersonalization, blocking). The purpose of using personal data and its further processing is to ensure the implementation of administrative, tax and accounting relations, in accordance with the Tax Code of Ukraine, the Law of Ukraine "On Accounting and Financial Reporting of Ukraine", as well as observance of rules and requirements The Civil and Commercial Codes of Ukraine, other legislative acts of Ukraine when entering into agreements (agreements, agreements, contracts, etc.) between the subjects of contractual relations (parties to the agreement).

 7.3. The Subscriber agrees that the Operator has the right to disassociate his personal data for the purpose of transfer (including cross-border) to other subjects of the domain registration domain.

 7.4. The Subscriber agrees that the Operator has the right to transfer his data to other subjects of the domain registration domain market in a non-impersonal form. Revocation of an agreement on the processing of personal data may be made9 by sending a respective order to the Subscriber in plain text in the address of the Operator. The Subscriber agrees that such feedback may lead to the following consequences:

 - A refusal by the Operator to provide services due to the impossibility of their performance without the specified data;

 - Deletion of a domain name, in case of impossibility of its maintenance without the presence of such data by the Operator.

 7.5. The Subscriber hereby gives consent and instructs the Operator, as the Registrar, to publish his personal data in the databases of the corresponding services in the open access on the Internet, necessary for the work of services, services, domains, in particular, in whois or similar services.

 7.6. The Subscriber agrees that his personal data may be transferred to another Registrar or Administrator of the public domain, if the performed operation requires the identification of the Subscriber as the owner of the domain name.

 7.7. The subscriber is solely responsible for providing incomplete, false and inaccurate information to the Operator. The Subscriber is aware that the provision of such information may lead to suspension or complete termination of the provision of services, as well as termination of the contract unilaterally without prior notice (in accordance with clause 2.3.3 of this Agreement).

 7.8. The Subscriber agrees that the destruction of personal data is the basis for termination of the agreement and is executed on the basis of his written (paper) statement. In such a case, the agreement shall be terminated from the date indicated in the relevant statement of the Operator.

**8. PROCEDURE FOR TERMINATION OF THE AGREEMENT**

 8.1. Early termination of the Agreement by the Subscriber shall be effected by sending to the Operator of the e-mail the notice of such severity no later than 7 (seven) days before the date of termination. The Agreement is considered terminated after this term and in the absence of the Subscriber's debts or unfulfilled liabilities.

 8.2. An operator has the right to terminate this agreement in the following cases:

 • Failure by the Subscriber to fulfill the terms of this agreement by sending a notice of termination of the contract to his / her e-mail address;

 • after the expiration of the term for which the Service (billing period) was paid, by sending a notice of termination of the agreement to the Subscriber's e-mail address not later than 30 (thirty) days before the end of the specified period;

 • occurrence of the cases specified in paragraphs. 2.3.2 and 2.3.3 of this Agreement.

 8.3. In each case of cancellation of the subscription for services properly provided, in the sense of clause 11.3 of this agreement, the Subscriber shall not be returned.

**9. TERM OF ACTION OF THE CONTRACT**

 9.1.This agreement enters into force from the moment of its acceptance by the Subscriber and operates within the period for which the Subscriber has subscribed to the Services.

 9.2. In case of submission by the Subscriber before the expiration of the Contract, the payment for services for the next billing period, the validity of the Agreement shall be automatically extended on the same terms as specified in this Agreement.

 9.3 For all issues not regulated in the text of this agreement, the Parties shall be governed by the current legislation of Ukraine.

**10. FINAL PROVISIONS**

 The Operator's office is located at: 65082, Odessa, prov. Mayakovsky, 6

 Multichannel phone: +380 (48) 728-2-111

 Fax: +380 (48) 728-2-111

 Work mode:

 Monday - Friday: from 10-00 to 19-00

 lunch break: from 13-00 to 14-00

 Saturday, Sunday: weekends

 Technical support service: +380 (48) 728-15-18 (round-the-clock)

support@hosting.ua - technical issues around the clock

sales@hosting.ua - on sales

billing@hosting.ua - on payment issues

abuse@hosting.ua - for complaints and notifications of malicious users

**11. ADDRESS AND BANK EXECUTIVE DETAILS:**

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

 p / p 26000054405444 in the Yuzhne

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