

A public agreement for the provision of telecommunications services

Odessa

amended on 29.11.2017

VYCHISLITELNYE SISTEMY, LLC, which is the operator of telecommunications in accordance with the Law "On Telecommunications" (NCRCI registered in the Register of operators and service providers to the decision № 608 of 17.09.2013), hereinafter referred to as "**Operator**" in the person of the company Slabliuk Vasily which operates under the Statute, following the article 633 of the Civil Code of Ukraine provides the general public to conclude a contract for the provision of telecommunications services. That is pursuant to articles 633, 634 Civil Code of Ukraine its conditions identical for all users and cannot be changed by second party of agreement. In accordance with articles 638, 642 Civil codes of Ukraine, if You agree with the terms (acceptance) of this agreement, You should be registered (give the essential elements) and conduct payment for services. In this case agreement will be considered concluded, and our firm such, which assumed obligations render services, referred to in the subject of this Agreement. On request of physical persons agreement will be concluded in writing. With legal bodies agreement conclusion necessarily in writing.

AGREEMENT SUBJECT

The operator provides telecommunications services (the Services) to consumers (the subscriber), namely:

- A) Services of virtual hosting;
- B) Services of lease of dedicated server;
- C) Services of lease of virtual server VPS (virtual private server);
- D) Services of registration of the domain names in Internet network;
- E) Advice on the above issues.

1. GENERALS

1.1. In the case of rendering Services of virtual hosting

- 1.1.1. it is possibility of organization e-mail's names with the information volume, which is saved at every instant within the limits of quota, foreseen a tariff plan;
- 1.1.2. it is possibility of using all of accessible programs and functions;
- 1.1.3. it is access to visits' statistics.

Services is not included granting opportunity of reception-transmission Subscriber e-mails in Operator office, adjusting or diagnostician personal computer, modem and Subscriber software both in Operator office and with departure to Subscriber, and also studies work skills in Internet network.

1.1.4. Operator renders computing resources with limits on loading, agrees the tariff plan chosen by Subscriber, in the ratio:

Unix Hosting:	RAM, M	CPU, %	Processes
<i>Minimum</i>	64 MB	5%	15 in work peak
<i>Start</i>	128 MB	10%	30 in work peak
<i>Standart</i>	256 MB	20%	50 in work peak
<i>Premium</i>	512 MB	30%	90 in work peak

Windows Hosting:	RAM, M	CPU, %	Processes
<i>Basic</i>	64M	Max 30%	-
<i>Advanced</i>	96M	Max 40%	-
<i>Maximal</i>	128M	Max 50%	-

1.2. In the case of rendering Services of and registration of the domain names in Internet network:

- 1.2.1. Registration of the domain names and their supporting on the primary and second server of names DNS;
- 1.2.2. Operator promotes in conducting registration of the domain name by administrators of regional areas of Ukraine and other register organizations.
- 1.2.3. By the instrumentality to Subscriber in registration of the domain name Operator is not responsible for terms and possible delays in registrations, related with technological features of register organization. Also Operator is not responsible for the refuse of register organization, in registration of domain on some reasons which do not contrary to its internal Regulation.
- 1.2.4. New domain name is registered in case are carried out all terms, rules, norms which needed, of its registration, in particular:
 - at the moment of registration such domain name is free;
 - generally accepted mental and ethical norms are not violated;
 - complete and correct information, necessary for registration, is marked in a request;
 - the rules of this domain area are observed.
- 1.2.5. Rights to domain name (names) which is registered are passed to Subscriber on all term of agreement action, under condition of bringing proper pay pursuant to Part 3 this agreement.
- 1.2.6. Subscriber guarantees that at the moment of conclusion this agreement by the information given him, neither registration of the domain name nor order of its using don't violates the right of intellectual ownership of the third parties.
- 1.2.7. Over this agreement, returning cash assets for the registered domain (domains), do not take a place nowise.
- 1.2.8. Subscriber accedes considerate any disputes which arise up relatively domain names, according to positions of this agreement.

1.3. In the case of rendering Services of lease of the dedicated server:

- it is rendering informatively technical Services in placing Customer resources, web sites in Internet network on Operator equipment (dedicated physical server) which is located on Operator technical ground;
- it is connecting server to Internet network;
- it is connecting server to net UPS 220 V 50 Hz.

1.4. In the case of rendering Services of lease of virtual server:

- provision by the Operator to the Subscriber of a virtual server based on the selected virtualization technology with technical characteristics specified in the tariff plan;
- providing the Subscriber with the opportunity to manage virtual servers through the operator interface;
- granting the Subscriber full administrative access to the server for its administration.

2. PARTIES RIGHTS AND DUTIES

2.1. Operator is obliged:

- 2.1.1. Conduct its activities in accordance with the Rules of giving and receiving telecommunications services, approved by the Cabinet of Ministers of 11.04.2012, № 295 (hereinafter - the Rules of telecommunication services) and other normative legal acts of Ukraine in the field of telecommunications. Execute duties relative rendering Services at high-quality level.
- 2.1.2. Render Services in accordance with the fitted values of the quality and in accordance with normative legal acts of Ukraine in the field of telecommunications (Order № 803 of 28.12.2012 «On approval of the quality of data services, Internet access and levels»), conditions of service in compliance with the Rules of telecommunication services and other normative legal acts.
- 2.1.3. Render Services in accordance with the sum of selected Subscriber tariff plan and guarantee suitability of lease equipment for rendering Services to Subscriber with accordance with the sum of selected Subscriber tariff plan during of all all term of agreement action providing performance Subscriber his responsibilities.
- 2.1.4 Not later than 24 (twenty four) hours warn Subscriber about carrying out prophylactic and repair works, by sending out warning e-mail to Subscriber.
- 2.1.5. Publish official reports, related to Subscriber maintenance and change of tariffs on payment, on Operator web-site - www.Host.UA
- 2.1.6. Operator has no authority interfere in Subscriber activity concerning his work within the limits of the rendered Services.
- 2.1.7 In the case of damage to telecommunication networks and telecommunication equipment, immediately (within one day of receipt of the notification) remove them in accordance with normative legal acts of Ukraine in the field of telecommunications.
- 2.1.8. Prevent Subscribers about reducing the number of services, suspension or termination of service, disconnection of terminal equipment the cases and manner prescribed by the Rules of telecommunication services and this agreement including in the event of non-payment for services.
- 2.1.9. Keep a record of the amount and cost of services for each separately and ensure their authenticity.
- 2.1.10. Ensure the correct application of tariffs and timely inform subscribers about their change (seven days before the date of enactment);
- 2.1.11 Taken in accordance with the laws of measures to ensure the secrecy of the information transmitted by telecommunications networks, confidentiality of Subscriber information, got from him during registration, and also contents of e-mail personal reports, except for cases which are foreseen c. 7.3 this Agreement and current legislation of Ukraine.
- 2.1.12. Provide the subscriber information services rendered to him as activation letter indicating registration name (login and account number), and password, to the e-mail personal reports subscriber got from him during registration.
- 2.1.13. In the case of rendering Services of lease of the dedicated server and rendering Services of collocation equipment connected to the network port of Operator and provide uninterrupted work of the dedicated physical server, granting power supply to the leased equipment and providing power to equipment.
- 2.1.14. At the instance of Subscriber grant him technical consultations within the range, necessary for correct interaction in implementation terms of this Agreement.

Operator is not obliged:

- 2.1.16. Compensation of damages caused Customer by third parties as a result of using Services which are rendered Operator. Also Operator is not responsible for harm, inflicted Customer to third parties as a result of receipting and using Services.
- 2.1.17. Responsible for any damages, which were inflicted Customer as a result of using Internet network, including data loss as a result of delays, absence of delivery, erroneous addressing or interruption Services which arose up as a result of using Internet network or as a result of Customer errors.
- 2.1.18. Operator does not supervise and is not responsible for information contents and quality of information which is passed Customer by means of Internet network and which is placed on server by Customer.
- 2.1.19. Customer uses any information, received from Internet network, at his own risk. Operator is not responsible for exactness and quality of information which has been received by means of rendered Services.

2.2. Subscriber is obliged:

- 2.2.1. Independently monitor the billing period of the service, to timely pay for its renewal or knowingly notify the unwillingness of its renewal.
- 2.2.2. *Timely and in full pay for Operator Services in accordance with the chosen tariff plan. Subscriber is obligated pay for Operator Services only from a person who was indicated during registration in contact or billing information. Subscriber is obligated independently familiarize with information about the service terms and tariffs on Operator web-site - www.Host.UA.***
- 2.2.3. Use Operator Services in accordance with the current legislation of Ukraine and positions of this agreement.
- 2.2.4. Execute Operator experts' instructions for correct using Services and Internet global network.

2.2.5. Observe established Operator rules of access to equipment.

2.2.6. Independently carry out all necessary measures for safety and maintenance of information safety which is passed by means of Internet network.

2.2.7. Does not shift responsibility on Operator for any losses, suffer Subscriber or third parties at using Operator Services.

2.2.8. Follow the Rules of receipt telecommunication Services, namely:

- does not conduct actions, directed on limitation or hindering in access other users to Services, and also realization attempts of unauthorized access to Operator resources and to other systems which accessible by means of Internet network;
- does not send through Internet any information which contrary to requirements of legislation of Ukraine or norms of international law;
- does not publish and pass information or software, which contain computer viruses or other components which are equated with them;
- does not carry out actions, directed to send, publish, pass, reproduce, grant or otherwise use information, software or other materials, fully or partly got by Services (if it is not settled proprietor of similar information, software or other products), on condition of presence writing requirement of proprietor such information about limitation of listed actions;
- does not send e-mails, commercial and other character, preliminary uncoordinated (in default of inquiry) with their recipient, and also in the case of violation Norms of using a network, accepted working group of the Opened Forum Internet-Service-Providers in the presence writing statement of recipient such delivery;
- does not publish and transmit through Internet any information which contrary to the current Ukrainian or international legislation. In particular, its concern:
 - Information which calls to:
 - overthrow of constitutional line-up;
 - violation of territorial integrity of Ukraine;
 - warmongering;
 - unleash of racial, national, religious enmity;
 - assassinating.
 - Information which contains the following elements that are contrary to, in particular, the Law of Ukraine "On Protection of Public Morality" from November 20, 2003, and the Draft Law number 7132 of September 15, 2010:
 - cruelties;
 - violence;
 - pornography;
 - cynicism;
 - humiliation of human honor and dignity.

Pornography – it is vulgar and naturalistic, cynical, lewd sexual acts fixation, targeted, special demonstration genitals, antietichny scenes of sexual acts, sexual perversion, sketches from nature, which inappropriate to moral criterions, humiliate honor and dignity of human, encouraging obscene instincts.

Pornographic products – any of material objects, subjects, printed, audio, video, including advertising, messages and materials, media products, electronic media, which are including detail image of anatomical and physiological sexual acts or contain information of pornographic.

- forbidden to publish or transmit information through the network Internet of pornographic and erotic content, which is on the verge of pornography, in the opinion of the Operator;
- does not place or start PROXY, VPN or tunnels;
- does not order and agreement spam delivery, including with the advertising purpose;

Spam – the electronic textual and/or multimedia messages are not reserved preliminarily by consumers which are mass or in which trustworthy information are not cited about customer or sender complete name, mailing address or e-mail or which subsequent reception by consumer cannot stop by informing about it customer or sender, except for messages of Operator , provider about of rendering of services.

- does not send spam, including with the advertising purpose;
- does not commit and contribute in committing any actions which hinder work of other Subscribers of Services or normal functioning Operator equipment, including loadings of server over the restrictions established by Operator in item 1.1.4 of this Agreement;
- does not provide unauthorized access and causing any losses Operator resources, users Internet and other networks which are accessed by means of Internet;
- does not carry out other actions which contradict standard norms of using Internet resources or endanger of integrity Operator communication network.

2.2.9. In the case of detection the fact of spam distribution which contains information about Subscriber resource/site, placed on Operator server, Subscriber is obligated delete this resource/site during 6 hours.

2.2.10. Sign Agreement and Certificate of Reception-transfer of the rendered services (executed works), during 5 (five) calendar days from the moment of receipt indicated documents from Operator .

2.2.11. Notify Operator a specified period in the agreement, but not less than 10 days, to change the required details as provided in the agreement.

2.2.12. When providing virtual server services, the Subscriber is obliged to monitor the load on the processor used by the memory, as well as the incoming / outgoing traffic of the server, not allowing a critical load on the physical server;

2.2.13. Subscriber may not use the terminal equipment to commit unlawful acts or acts contrary to the interests of national security, defense and law enforcement;

2.2.14. Do not allow commercial use of the terminal equipment to provide services to third parties;

2.2.15. Provide in accordance with the Law of Ukraine "On Personal Data Protection", and chapter 7 of the Agreement, the Subscriber consent to the processing of personal data necessary for the agreement and the provision of telecommunications services;

2.2.16. By agreement of the parties other duties according to law.

2.3. Operator Rights:

2.3.1. Require timely payment services to subscribers in accordance with the provisions of the Agreement.

2.3.2. Temporarily fully or partially suspend the provision of services (specific types of):

- in the event of termination of the Operator to provide services in accordance with the law;
- on the initiative Operator notifying the Subscriber within 30 days before the intended date of termination of services;
- at the request of the Subscriber and the reasons for such termination, subject to the terms specified in p.8.1 this Agreement;
- in respect of indebtedness of the payment period or more than the amount specified in the agreement, in accordance with the law and end funds for subscriptions in accordance with the law and agreement, if within three (3) days after the dispatch of notice deadline for payment is not received confirmation of payment, and the time of payment of the debt;
- temporally suspend rendering Services in the case of carrying out prophylactic works, informing about it Customer not later, than 24 hours prior to their beginning, by sending warning e-mail to Subscriber.
- due to the occurrence of natural disasters, emergency situations of emergency or martial law in accordance with the law and Section 4.3. Agreement;
- violation of the law on the operation of terminal equipment by the Subscriber to the restoration of the rules of operation;
- if Operator classifies any actions, induced or executable Customer or third parties by using Services, which are rendered Customer by this Agreement, as such, which inflict or capable inflict harm Operator, other Customers or normal functioning of network. Such actions are caused:
 - incorrect tuning of the network software Subscriber;
 - Subscriber intentional actions that interfere with the normal operation of the network operator or work Operator;
 - In the case of violation of the rules telecommunication Subscriber Services, including those listed in p.2.2.8 and others.

2.3.3. Stop access to Services or cancel agreement unilaterally without draft report in case:

- publication or transmission Subscriber any information or software, which contain computer viruses or other components which are equated with them;
- carrying out Subscriber actions which entail access restriction other users to Operator Services;
- attempts unlawful access of Subscriber to resources which accessible in Internet network;
- sending through Internet any information which contrary to requirements of Ukrainian legislation or norms of international law;
- sending spam or advertising resources which are supported by Services;
- illegal placing and using information, which protected copyrights;
- carrying out any actions which can lead or resulted in failures in work of network or Operator telecommunication services;
- placing information and distribution advertising which contrary to the current Ukrainian or international legislation;
- carrying out actions which injure harm Operator or Internet society;
- carrying out any other unlawful actions or actions which contrary to requirements of current Ukrainian legislation;
- violation Subscriber Rules of receipt telecommunication Services, indicated in c. 2.2.7. of this Agreement;
- in the case of exposure Operator fact of grant by Subscriber, during registration, concordantly p.6.1 this Agreement, incomplete, untruthful, inexact information.

2.3.4. Operator reserves right to send e-mail notification to subscriber, specified during registration, about end of the period of service for three (3) days prior to the date of its completion. In this case, since sending of this email notice by Operator, subscriber is considered to be warned.

2.3.5. On completion of 48 (forty eight) hours after Operator refusal of rendering Services or cancelation Agreement automatically delete all information which belonged Subscriber. During these 48 (forty eight) hours Operator in full keeps all information and documents which are given him Subscriber with the purpose of delegation of the domain names.

2.3.6. Under increased Subscriber requirements to the hardware and other resources, which are granted within the framework of the booked Service, including infringements by the Subscriber of item 1.1.4 of this Agreement, Operator reserves right agreement Subscriber passing to other tariff plan, and if Subscriber refuse – stop his service without returning money and cancel Agreement unilaterally.

2.3.7. Operator has right change repayment terms of this agreement. The date of coming into effect changes this agreement is date of their publication on the official Operator web-site - www.Host.UA.

2.3.8. Operator reserves right immediately stop rendering Services and cancel Agreement in the case of default Subscriber c. 2.2.8. of this Agreement.

2.3.9. When providing virtual server lease services, the Operator has the right to suspend or discontinue the service if the virtual server creates a critical load on the physical server and interfere with normal operation of other virtual servers located on the same physical server.

2.3.10. All licenses purchased by the operator under this agreement are exclusively the operator and are not subject to transfer on IP-addresses that he does not belong.

2.4. Subscriber Rights:

- 2.4.1. Demand from Operator timely and qualitative rendering Services in accordance with the provision of this agreement.
- 2.4.2. Free of charge receive from Operator information about quality, cost and order of rendering Services.
- 2.4.3. Change Administrative contact of domain (Admin-C) in domain zones of the first and second level. Changing cost makes 200 (two hundred) UAH.
- 2.4.4. Return unused portion of funds in the case of decline services and according to rules of telecommunications services. Returns will not be subject only to the amount used by the Subscriber.
- 2.4.5. Early termination of the agreement upon written request, provided the Operator warning, no later than 30 calendar days.
- 2.4.6. Non-payment of services at all times damage telecommunications networks and hardware, which led to the temporary suspension of the Service in violation of the Operator deadlines eliminate damage and there was no fault of the Subscriber on the date of registration of the corresponding operator statements.
- 2.4.7. Refund losses incurred as a result of non-performance or improper performance of the Operator duties under the agreement or the law.
- 2.4.8. Abandon services in the manner prescribed by the agreement.
- 2.4.9. Operator limit access to certain services (written application for fixed-line services) and technical capabilities of the Operator in accordance with legislation.
- 2.4.10. Free of charge removed (completely or partially) upon written request of information about it from the electronic database information services operator.
- 2.4.11. Reissue the written request of the other party to the agreement from the beginning of the new billing period.
- 2.4.12. Use custom volume metering services is subject to their appropriate certification in accordance with applicable law.
- 2.4.13. Changing the billing period dedicated server only after the billing period, the possibility and cost of such a change is considered operators in each case in accordance with the rates.
- 2.4.14. If Subscriber have questions provide services to the operator, wishes, complaints and applications in accordance with the Law "On Protection of Consumers' Rights" and other legal acts apply in person orally or in writing to the office of the operator and the telephone numbers, postal and email addresses given in section 10 of the Agreement.
- 2.4.15. Challenge the illegality of actions of the operator in accordance with the law.
- 2.4.16. Other rights that do not conflict with the law.

3. COST OF SERVICES AND PROCEDURE OF CALCULATIONS

- 3.1. Payments for services performed at the rates approved by the Operator in accordance with the law. The subscriber has the right to choose the tariff plans, tariffs, which are set by the Operator, and get information about the change of tariffs for services.
- 3.2. Services' cost is determined according to tariff plans, published on Operator web-site - www.Host.UA. Subscriber's payment and Services prices are specified in national currency of Ukraine.
- 3.3. Operator has a right unilaterally review Services prices and enter a new tariff plan. The date of coming into effect new tariff plan is a date of its publication on Operator official web-site - www.Host.UA. Changing tariffs for already prepaid Services is not carried out.
- 3.4. Services render under condition of presents positive balance on the personal account of Subscriber/ Customer. **Subscriber is obliged watch independently approach of negative balance on Subscriber personal account.**
- 3.5. Payment for Services is carried out in national currency of Ukraine in 100 % advance payment during 3 (three) calendar days after signing this Agreement and/or invoice exhibiting in accordance with tariffs, indicated on site or from the date of registration on the official website operator. The duration of the billing period is defined for each tariff separately (month, three months, six months, one year). The countdown is three days after sending a written notice to the email address of the Subscriber / Customer specified during registration.
- 3.6. Payment can be carry out cash to Operator cash desk or in a cashless form by transfer cash means on the current Operator account in any branch bank of Ukraine. Payment is also possible by the credit cards VISA MASTERCARD. If payment is carried out through bank, Subscriber must specify the tariff plan and registration name (login) specified him during registration in document of payment. Operator has right does not render Services in case if tariff plan and registration name (login) is not specified in Payment function till the moment of confirmations this payment from the Subscriber/Customer.
- 3.7. Subscriber/Customer, is independently responsible for accuracy of carried out him payments. In the case of changing Operator bank essential elements they are published on Operator official web-site. From the moment of publication new essential elements on Operator official web-site Subscriberis independently responsible for payments, which Subscriber/ Customer pay for outdated essential elements.
- 3.8. Disputes Operator payment without providing receipts are not considered. Receipt is proof of between Subscriber and Operator relations under this public agreement.
- 3.9. At a cashless payment the fact of payment for Services is considered confirmed, and Subscriber personal account is opened, after the receipt of information about transfer money on Operator account from bank.
- 3.10. Payment, carried out in a cashless form by transfer money on Operator account, not from a person who is indicated during registration in contact or billing information, not included on the personal account of Subscriber/Customer.
- 3.11. Services implementation is confirmed of Certificates of reception-transfer rendered Services (executed works), which Subscriberis obliged sign during 5 (five) days from the moment of its receipted from Operator . Sides agreed, that from specificity of Services which are rendered, it is necessary to consider rendered Services and executed works such as are rendered and executed properly, from the moment of sending activating letter, with pointing of the registration name and password, on the Subscribere-mail address, indicated them during registration. In case if Subscriber has claims against the rendered services, he sends the claims in writing on the postal address of Operator, or on the e-mail address: sales@Host.UA during 12 (twelve) hours from the moment of receipt of Certificates of reception-transfer of the rendered services.

3.12. During 30 (thirty) calendars days from formation negative balance on Subscriber personal account Subscriber registration name (Login) and information is saved. On the expiration this term all of Subscriber information is automatically deleted permanently.

3.13. In the case of rendering Services of lease of the dedicated server if Customer will not settle account during 3 (three) calendar days from the moment of signing this agreement and/or invoice exhibiting, according to c.3.5. Agreements, rendering Services will be suspended (blocked) until settling the account. Cost of each server reactivation, which can be carried out during 4 (four) days after blocking Service, makes 200 (two hundreds) UAH.

3.14. Absence of access, bad quality and long response time of separate sites or Internet resources which are administered by third parties, are not breaks in rendering Service by this Agreement and are paid according to tariffs.

3.15. In each case, termination of the agreement payment for Services rendered properly in understanding p.3.11 this agreement, the subscriber is not refundable. Return to Operator unused proportion of funds in case of non-subscription is made in the cases and manner prescribed by Rule telecommunications services and this Agreement.

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

3.17. Benefits are established by law from the date of the Subscriber and the production of documents certifying the right to benefits.

4. RESPONSIBILITY OF PARTIES

4.1 Operator is not responsible for:

4.1.1. Operator is not responsible for quality of general connection channels, by means of access is carried out to Services.

4.1.2. Operator is not responsible for the lack of access, poor quality and long-term responses of individual sites or Internet resources that are administered by third parties. Cases of such lack of access are not breaks in service delivery under the Agreement;

4.1.3. Operator is not responsible for any charges or losses, directly or indirectly incurred by Subscriber using the Services and for any loss or damages caused to the Subscriber by third parties as a result of consumption of services provided by the Operator.

4.1.4. Operator is not responsible for defaulting or improperly implementation of his obligations, if such default or improperly implementation occurs as a result of force-majeure, as mentioned in par. 4.5 below, theft or damage of lines and station buildings constructions or through Subscriber fault.

4.1.5. Operator is not responsible for safety and legal providing of information which is on Subscriber site (sites) or in database and FTP.

4.1.6. Operator is not responsible for notification any third parties about deprivation Subscriber of access, and for possible consequences which arose up as a result of absence such warning.

4.1.7. Operator is not respondent or co-respondent by any obligations and charges related with violation Subscriber regulations of this agreement or other persons which use Subscriber registration name (Login) and password, linked with use Internet network with the aid of Services, related with placing or transmission Customer any report, information, software or other materials in Internet network or other persons which use his registration name (Login) and password.

4.1.8. Operator is not responsible for Subscriber activity within the limits of postal space which is determining Subscriber registration name (Login).

4.1.9. Operator shall not be held responsible in the event that e-mail messages that inform Subscriber about the end of the period of service, moved to the "spam" e-mail box specified by Subscriber at registration.

4.1.10. The operator is exempt from liability if the Subscriber violates the terms of the agreement on the prohibition of commercial use of the terminal equipment and subscriber lines to provide services to third parties.

4.2. Subscriber is responsible for:

4.2.1. According to the current legislation of Ukraine, Subscriber bears complete responsibility and risk, linked with using Internet network with the aid of Services, in particular, responsibility for the accuracy estimation, plenitude and utility any ideas or other information, and also quality and properties of commodities and services which spread in Internet network and get Subscriber with the aid of Services.

4.2.2. Subscriber is independently responsible for authenticity and confidentiality of information indicated them or his representative during registration of domain name.

4.2.3. Subscriber solely responsible for the content, accuracy and legality of distributed information;

4.2.4. Subscriber solely responsible for damage caused during the use of the Corporate / individuals or their property. The operator is not liable to third parties for the actions of the Subscriber.

4.2.5. Subscriber completely responsible for saving his password and for losses which can be inflicted as a result of its unauthorized use. In case of theft the registration name (Login) and password, caused third parties fault, Subscriber has right send writing statement to Operator about changing password with an obligatory enclosure to the statement corresponding financial document which confirms payment for Services. Operator is not responsible for actions of third parties which resulted in theft of the registration name, password, and by way reparation of damages, caused this theft, Subscriber must appeal to the investigating agencies and law-enforcement organs.

4.2.6. The caller is responsible for late signing and transfer to the Operator Agreement and the application of the Agreement, acts Acceptance of the Services. Shipping Operator of the signed documents is carried out by means of force and the Subscriber.

4.2.7. Subscriber bears responsibility for untimely signing and transfer to Operator Agreement and Appendixes to the Agreement, certificates of reception-transfer of the rendered services. Delivery of the signed documents to Operator is provided at the cost and by means of the Subscriber In case of violation Subscriber terms of signing specified documents Operator has the right suspend rendering Service till the moment of reception Operator specified documents signed by Subscriber properly. Thus time

during which rendering Service has been suspended, is set off in general term of rendering Services in this Agreement and does not continue term of carrying out Operator his duties.

4.2.8. Subscriber shall be solely liable in case of failure to notify, without timely notification of Operator to change the details. In the case of Subscriber documents with incorrect details, the cost of re-sending documents by courier with the corrected the essential elements are assigned to Subscriber.

4.2.9. In the absence of duly signed documents by Subscriber after the service is terminated in accordance p.4.2.6 during the period for which the Subscriber paid service, all data are automatically erased beyond recovery.

4.3. Exemption of Liability.

4.3.1. Operator is free from execution of his obligations in case if such execution becomes impossible because of force-majeure circumstances.

4.3.2. Force-majeure circumstances are the circumstances appeared after concluding the agreement between the Operator and the Subscriber (after acceptance of this Agreement), and appearance of which none of the parties may foresee as of the day of acceptance of this Agreement, such as, but not limited to, earthquakes, floods, hurricanes, fires, wars and military actions, sieges, revolutions, strikes, prohibitive acts of governmental agencies etc.

4.3.3. the Operator shall notify the Subscriber within 4 (four) workdays about appearance of force-majeure circumstances, termination of force-majeure circumstances and/or about liquidation of its consequences in case when the execution of obligations is prevented not only with force-mageure circumstances, but also with its consequences. The notice on the official site of the Operator shall be considered the proper notification. Though the Operator shall keep the right to send personal notices that shall be also considered the proper notification.

4.3.4. The Operator's notice, as mentioned in par. 4.3.3 of this Agreement, shall be considered the proper evidence of force-majeure circumstances.

4.3.5. Impossibility of execution of Operator's obligations under this Agreement appeared because of force-majeure circumstances influence shall neither prolong the period of providing services under this Agreement nor the term of agreement considered to be concluded by acceptance of this Agreement.

4.3.6. If force-majeure circumstances shall be effective for more than 2 (two) months, each of the Parties shall be empowered to terminate the agreement, signed by Operator by providing this Agreement and by Subscriber by accepting this Agreement, in unilateral way, without any mutual obligations concerning compensation of all and any losses to each other appearing from non-execution by Operator of his obligations under the agreement and/or from termination of the agreement.

5. ORDER OF CONSIDERATION OF CLAIMS AND DISPUTES

5.1. Any disputes and disagreements which arise during carrying out this Agreement will be resolved by means of negotiations between Parties.

5.2. Subscriber Claims relatively rendered Services are accepted Operator to examination only in writing during 3 (three) calendar days from the date of arising contradictory situation. The term of consideration Subscriber claims makes not more than 30 (thirty) calendar days.

5.3. Consideration claims against Operator, related with the rendering Services, carried out on condition of producing Subscriber corresponding financial documents which confirm payment for Services.

5.4. With the purpose of decision technical questions, at determination Subscriber's fault as a result of his wrong acts at using Internet network, Operator has right independently attract competent organizations as experts.

5.5. At consideration disputes, Parties have right grant printed e-mail, as proofs, with stored service technical information (titles) in them. If service technical information (titles) absents, letter cannot use as proof. Originality of e-mail's titles can confirm independent experts or Internet-Service-Provider with the help of which was mailed proper e-mail.

5.6 . In case of impossibility of negotiated settlement disputes are decided in judicial order according to the current legislation of Ukraine.

6. SPECIAL TERMS

6.1. Registration of physical/legal person:

6.1.1 Physical/legal person has right accepted an agreement and become Subscriber only under his own name. Registration under name of other person is shut out. Subscriber is obliged to perform the registration, make and correct the data in the contact and billing information.

6.1.2 During registration of physical/legal person Subscriber must mark (choose):

- registration name (Login);
- password for entry in control panel;
- surname, first name / name of organization;
- contact information (address, telephone, e-mail).

6.2 Delegation private domain name second level occurs exceptionally under condition of granting Subscriber such documents:

- for the domain name, which fully or its component of second level (to sign “.”, but does not included this sign) for writing coincides with Sign which is guarded on Ukraine territory in accordance with the Madrid agreement about international registration of signs – certified central organ of executive power concerning of legal safeguard intellectual property extract from the Official bulletin of the International bureau of Worldwide organization of intellectual property which confirms the fact of international registration of Sign and fact of his legal safeguard on Ukraine territory;
- for the domain name, which fully or its component of second level (to sign “.”, but does not included this sign) for writing coincides with Sign on which central organ of executive power concerning of legal safeguard intellectual property grant certificate of Ukraine on sign for commodities and services;

- properly certified copy of this certificate;
- if directly registrant (Subscriber) private domain name of second level is not proprietor of rights on use Sign on territory of Ukraine - properly certified copy of agreement about transmission proprietor of Sign rights on use this Sign on territory of Ukraine to registrant (Subscriber) of domain name, or license agreement.

6.3. Signing this agreement Subscriber asserts that information about him, given Operator with purpose of delegation domain name, in particular, contact information is complete, truthful and exact. Subscriber independently bears responsibility for authenticity and confidentiality of information, specified them or his representative during registration.

6.4. Signing this agreement Subscriber asserts that he knows and clear purpose of collection, storage and publication information which gives them to Operator and necessary for providing process of delegation domain name, and also he knows and accedes to that the actual condition of such information will be public accessible in real time through WHOIS or similar service.

6.5. Operator in accordance with the laws, create and use databases that are required to provide services and contain the information provided by Subscriber at the conclusion of the agreement, and provides protection and non-disclosure of classified information.

Personal data Subscriber can be processed to provide services, to ensure fulfillment of the obligations under the agreement.

6.6. Operator, as well as Administrator and Registry Operator of the public domain. UA is not responsible for the consequences of the use or misuse of domain names Subscriber, including in front of 3rd party entities, as well as for violations of Subscriber any rights of third parties.

6.7. The provision of services that are provided by this Agreement, the Operator uses only the equipment that has passed state certification.

6.8. Subscriber terminal equipment is the equipment operator, with the possibility of remote subscriber access to this equipment through a network of other ISPs. When you connect the terminal equipment to all subscribers are assigned unique electronic codes (IDs) of terminal equipment, which is the IP address, user name, account number and password, which allows subscribers to place their information on the final feature.

7. CONSENT TO PROCESSING OF PERSONAL DATA

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

7.2. Subscriber consents to the processing of the personal data (including the collection, storage, organize, edit, delete, use, distribution, depersonalization, blocking). The purpose of the use of personal data and its subsequent processing is to ensure the implementation of the administrative, legal, fiscal relations and relations in the field of accounting, in accordance with the Tax Code of Ukraine, the Law of Ukraine "On Accounting and Financial Reporting in Ukraine", as well as compliance with the rules and requirements Civil and Commercial Code and other legislative acts of Ukraine in transactions (agreements, agreements, etc.) the agreemental relationship between the entities (the agreementing parties).

7.3. Subscriber agrees that Operator has the right to depersonalize his personal data for the purposes of transfer (including cross-border) to other market entities registering domain names.

7.4. Subscriber agrees that Operator has the right to transfer its data to other market entities registering domain names in no featureless form. Withdrawal of consent to the processing of personal data can be carried out by way of Subscriber orders in writing to Operator. In this case, Subscriber agrees that such a review may result in the following consequences:

- failure of Operator to provide services because of their inability to perform without such data;
- removal of the domain name, in case he is unable to support Operator without the presence of such data.

7.5. Subscriber hereby agrees and instructs Operator, as Registrar to publish their personal data in the databases of the relevant services in the public domain in the internet services necessary for the work, services, domains, particularly in the whois or similar services.

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

7.7. Subscriber is solely responsible for providing incomplete, untruthful and inaccurate information to Operator. Subscriber is aware that the provision of such information may result in the suspension or termination of service, as well as the termination of the agreement unilaterally and without prior notice (in accordance with paragraphs 2.3.3. of this agreement).

7.8. Subscriber agrees that the destruction of personal data is a basis for termination of the agreement and is performed on the basis of a written (paper) applications. In this case, the agreement is terminated on the date specified in the second notice of Operator.

8. ORDER OF CANCELLATION AGREEMENT

8.1. If Subscriber wishes cancel agreement, he sends, not later than 7 (seven) days to cancellation, e-mail in which inform Operator about intention of cancellation agreement on Operator's e-mail. Agreement is considered canceled after expiration of this term and in the case of absence Subscriber debts or defaulted obligations.

8.2. Operator has right cancel this agreement in the case:

- defaulting Subscriber terms of this agreement by sending message about cancellation agreement on his e-mail;
- after the expiry of the term on which there was made advance payment for Service (billing period), by sending message about cancellation agreement on e-mail address of the Subscriber not later than 30 (thirty) days before the expiration of the specified period;
- in the situation, which described in pp.2.3.2 and 2.3.3 of this Agreement.

8.3. In any case of termination of the agreement advance payment for services rendered properly in understanding p.3.9 the Agreement, Subscriber is not refundable.

9. TERM OF ACTION OF AGREEMENT

9.1. This agreement come into effect from the moment of its acceptance Subscriber and is valid during term for which Subscriber carries out an advance payment for Services.

9.2. In case of carrying out payment for Services on subsequent settlement period by Subscriber before expiry of Agreement, period of validity of Agreement automatically lasts on the same conditions which are defined in this Agreement.

9.3. On all questions, which do not well-regulated in this text Parties is guided current legislation of Ukraine.

10. FINAL CLAUSES

Operator Office is located at: 65082, Odessa, Mayakovskogo side-street, 6.

Multi-line phone: +380 (48) 728-2-111

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

Hours of operation:

Monday - Friday: 09:00 to 18:00

lunch break from 13.00 to 14.00

Saturday, Sunday: days off

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

support@Host.UA - technical issues round-the-clock

sales@host.ua - on sales

billing@Host.UA - on payment

abuse@Host.UA - for complaints and reports of violations friendly hosting

11. ADDRESS AND BANK ESSENTIAL ELEMENTS OF OPERATOR

LLC "VYCHISLITELNYE SISTEMY"

Ukraine, 65082, Odessa, Mayakovskogo side-street, 6.

Tel./fax: +38 (048) 728-2-111

E-mail: vs@Host.UA

Bank account 26000060749666

Bank: Privatbank

MFO 328704

Code EDRPOU 37874271