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1. General conditions

- 1.1. These Terms of Service (hereinafter – "Terms") are made and entered into by and between INNETRA PC (hereinafter – "Provider") and Everyone, inclusive but not limited to all legal entities and natural persons (hereinafter - "Customer") using any services made available by the Provider, collectively referred to as the "Parties", and individually as a "Party".
- 1.2. The Provider is committed to providing services (hereinafter - "Service") that is designed, qualified, and intended to meaningfully reduce/mitigate or eliminate the "denial of Service" (DoS) traffic type to Customer's services in consideration for payment. These Terms remain valid during the entire Customer's subscription period. The Subscription period starts with the Customer activating an order for the Service on the Provider's official website and ends after the prepaid period ends. Placing and activating an order testifies that the Customer has read and accepted the Terms, understands their content, agrees with them, and undertakes to fulfill them.

2. Subscription and Delivery Terms, Renewals, and Cancellations

- 2.1. All Services that are provided to Customer as paid services (each a, "Paid Service") will be provided on a subscription basis for the length of term that Customer specified during the initial sign-up process ("Subscription Term"). All of the Customer subscriptions to Paid Services will automatically renew for periods equal to your initial Subscription Term. Customer will be charged at then-current rates unless Service will be canceled through the Provider's official website before the next scheduled billing date.
- 2.2. As our billing system process payments automatically, it marks Service Order as paid one minute after payment system confirmation (except wire transfers that process manually during 1-2 business days). Once Service Order is paid, we start to deliver the requested service. The Service Delivery time depends on service type and availability of requested items in stock. The maximal Delivery time for the basic services is listed below:
 - 2.2.1. Dedicated Servers: up to 48 hours for in-stock configuration; up to 14 days for custom configuration;
 - 2.2.2. IP Transit / DDoS Mitigation: up to 48 hours.
- 2.3. These Terms enter into force upon activating the Service Order by the Customer on the Provider's official website and is valid during the prepaid period, except for cases of its early cancellation on the grounds stipulated by the Terms. Either Party may at any time cancel the Service unilaterally by a written notice of cancellation to the other Party under the following circumstances:
 - 2.3.1. when the other Party significantly or repeatedly breaches any of its obligations under these Terms;
 - 2.3.2. when the other Party becomes or is declared insolvent or bankrupt, as well as the subject of any proceedings related to its liquidation or insolvency (bankruptcy);
 - 2.3.3. when the other Party is revoked of or otherwise terminated of, whether temporarily or permanently, any of its permissions, licenses, certificates required to perform its obligations under these Terms.
- 2.4. Cancellation of the Service does not exempt the Parties of any liability resulting from non-compliance with its terms or failure to perform their duties. The obligation of confidentiality shall survive the Service's cancellation for 3 (three) years from the date of cancellation.



3. Price and Payment

- 3.1. The Customer is charged a service provision fee on a regular basis. Said fee is charged in accordance with chosen by Customer Service plan as advertised on Provider's website.
- 3.2. The Provider has the right to change the service provision fee at its discretion but not more often than once a month. The Customer shall be notified by Provider as these changes occur not later than 7 (seven) days prior to the introduction of the new service provision fee. If the Customer disagrees with the new fee, he has the right to cancel the Service unilaterally by written notice to the Provider. The Service will be deemed cancelled as of the next day of the end of the paid Subscription Term.
- 3.3. The Provider reserves the right to change the Service plan's components and to introduce new Service plans as well as to discontinue existing Service plans.
- 3.4. The Customer shall pay in full within 5 (five) banking days from the date of issue of the invoice by the Service Provider, but no later than the end date of the prepaid period, the monthly fee for the services provided by the Provider in the amount according to the Service plan.
- 3.5. The Customer is obliged to make all possible efforts to pay all fees, payables, and payments charged for the Services in due time and inform the Provider within a maximum period of 3 (three) days of due payment of his/her disregarding of calculated sum.
- 3.6. The Customer is obliged to pay for all services in advance. If the payment is not received in due time specified in the invoice, the provision of the Services is discontinued automatically from the first day subsequent to the end of the prepaid period.
- 3.7. The Customer's obligation to pay shall be deemed fulfilled when the funds have arrived to the Provider's settlement account specified in the invoice details.

4. Confidentiality and Data Protection

- 4.1. The parties agree that any information exchanged between the Provider and the Customer and created in the course of cooperation will be kept strictly confidential, as well as the Information disclosed or received by them within the framework of the cooperation.
- 4.2. Confidential Information shall mean any non-public or other proprietary Information received by a party ("Receiving Party") from the other Party ("Disclosing Party") in the course of negotiation during the term of Services providing that the Disclosing Party desires to protect as confidential, including, but not limited to such kinds of Information: discoveries, ideas, concepts, know-how, techniques, constructions, samples, software, specifications, drawings, blueprints, computer programs and documentation, proposals, patent applications, business information, strategic and development plans, employee lists, business manuals, marketing plans, workflows of web services, software components, technical or financial Information whether conveyed as communications or data in oral, written, graphic, or electromagnetic form or otherwise, and all other information which may be disclosed by the Disclosing Party or any non-public information to which the Receiving Party may be provided access by the Disclosing Party or others in accordance with these Terms.
- 4.3. Confidential Information, which is orally disclosed, may only be protected under these Terms if it is identified as confidential or proprietary (private) at the time of disclosure and the fact of disclosure is subsequently confirmed in written form no later than thirty (30) days after such oral transmission.
- 4.4. Each Party shall use reasonable measures to restrict disclosure of the Confidential Information during the Services providing and during 3 (three) years from the Service cancellation. Without limiting the generality of the foregoing, each Party shall:



- 4.4.1. protect and safeguard the Confidential Information by using the reasonable standard of care, against unauthorized use, publication, or disclosure of confidential Information as but no less than a standard it uses to protect its own comparable Confidential Information;
 - 4.4.2. do not use the Confidential Information for any purpose other than the purpose and the performance of its obligations under these Terms;
 - 4.4.3. not, directly or indirectly, in any way, reveal, reverse engineer, decompile, disassemble, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with these Terms;
 - 4.4.4. not use any Confidential Information to unfairly compete or obtain unfair advantage vis a vis the Disclosing Party in any kind of commercial activity;
 - 4.4.5. not disclose the Confidential Information to any person or entity, except in accordance with these Terms, without the prior written approval by the Disclosing Party.
- 4.5. Unless otherwise agreed, any and all samples, drawings, and other documents supplied or otherwise transferred by the Disclosing Party shall remain the property of that Party. They shall be returned promptly upon receipt of its written request. Otherwise, the proof of destruction of such Confidential Information to the satisfaction of the Disclosing Party shall be provided by the Receiving Party
- 4.6. Neither Party shall be liable for the disclosure or use of Confidential Information provided by the other Party, in so far as said Information:
- 4.6.1. is or becomes available to the public at any time from a source other than the Disclosing Party; or
 - 4.6.2. is released for disclosure by the Disclosing Party; or
 - 4.6.3. is lawfully received from a third party or parties; or
 - 4.6.4. is, at any time, received by the Receiving Party completely independently of any such disclosure by the Disclosing Party; or
 - 4.6.5. is disclosed upon the request of the governmental bodies or to comply with the legal process to which the Receiving Party is subject.
- 4.7. A party shall be liable for the disclosure of Confidential Information except the cases covered by the provisions of Clause 4.6 above.
- 4.8. Each Party shall promptly advise the other in writing of any disclosure, misappropriation or misuse by any person of Information as soon as practicable after it becomes aware of such disclosure, misappropriation or misuse.
- 4.9. Neither Party shall utilize any Information of the other Party in the provision of services to any third party, other than in cooperation with the Disclosing Party, without the prior written approval by the Disclosing Party.
- 4.10. In order to obtain the written consent to disclose the Confidential Information, the Party that has an intention to disclose such Information shall send a written request to the Disclosing Party via email. If within 7 (seven) working days from the receipt of the request, the Disclosing Party fails to send a response letter with its consent or disagreement regarding the disclosure, the agreement is deemed to be received.

5. Provider's Rights and Obligations

- 5.1. In accordance with these Terms, the Provider takes the obligation to maintain 24 hours a day, 7 days a week, 365 days per year (24x7x365) acceptable performance parameters with applicable metrics. The Customer receives the Service directly from the Provider as long as its account balance is good with the Provider.



- 5.2. The Provider reserves the right, from time to time on a regular basis to perform planned maintenance in order to upgrade, perfect, or maintain the Service. The Provider shall notify the Customer of such maintenance 24 hours prior to the commencement thereof. Planned maintenance is subject to a maximum duration of 2 hours in a row and of 4 hours during one year.
 - 5.2.1. The Customer shall be notified by Provider of any such occurrence in due time, during which time the Provider may temporarily suspend the provision of specified Services.
 - 5.2.2. The Provider shall not owe a refund of the amount prepaid by the Customer that constitutes payment of the price for the Service for the duration of the planned maintenance.
 - 5.2.3. The Provider shall not owe a refund of amounts for past periods, regardless of whether the Customer is using the Service. The Provider should not owe a refund if the Service Suspension was brought about through the Customer's fault.
- 5.3. The Provider and its providers do not represent the complete and sole liability that the services are free of errors, uninterrupted and fail-safe, nor do they guarantee that the services meet the Customer's expectations. Any advice or Information provided by the Provider or its providers or agents cannot be treated as declaring such guarantees in any way.
- 5.4. All Services can be partially or totally suspended or immediately canceled by the Provider if the Customer should violate obligations represented in these Terms or those cases when the Provider considers it wise to do so to prevent damages or another detrimental effect.
- 5.5. The Provider has the right to withhold the amount paid by the Customer as a compensation for the moral, material, and non-material damages incurred as a result of a breach of these Terms by the Customer.
- 5.6. The Provider has the right to annul the Customer's balance in case its status remains inactive during 6 (six) continuous months.
- 5.7. The Provider shall not be liable and shall not owe a refund of amounts for past periods to the Customer in those cases when:
 - 5.7.1. the Customer does not fulfill its obligations to the Provider;
 - 5.7.2. there is no Internet connection due to local problems with the Internet network or resources outside the Provider's network or when the malfunctioning of the Internet network, the carriage medium or the equipment between the Provider and the Customer is caused by the other factors;
 - 5.7.3. the Customer does not comply with the Provider's instructions and requirements pertaining to the Service.
- 5.8. The Provider shall uphold and fulfill the service credits promises, as specified in Section 7 of these Terms.
- 5.9. In order to improve the quality of Service, and related to but not limited to any risk factors involved as well as site or content focus and protection requirements, the Provider has the right to propose to Customer a more suitable protection package than the one already chosen by Customer.

6. Customer's Rights and Obligations

- 6.1. The Customer is obliged to fully and in due time pay for the Services rendered by the Provider.
- 6.2. The Customer shall immediately notify the Provider through the ticket-system available in the Customer's dashboard on the Provider's website about the event of a problem or disruption which may affect the quality of the Service, but not later than 24 hours after the event. The absence of such notice releases the Provider from any liability for deterioration in the quality of the Service or its suspension, which occurred in the course of the relevant events.
- 6.3. When using the Service, the Customer is obliged to observe the established standards of ethical conduct and not in any form violate the rights, laws, and interests of the Provider or/and third parties. The Customer



agrees he has no intentions to join any actions capable of being performed through the Service, which violates any applicable local, provincial, state, national or international law, statute, ordinance, rule, or regulation. If such violation becomes known to the Provider, he has the right to unilaterally suspend or cancel the Service by sending the relevant notice to the Customer's through the Provider's ticket-system and to withhold the payment.

- 6.4. The Service shall be provided through common and shared infrastructure, and the Customer accepts and agrees to that. The Customer's access to the additional Services shall be stopped in the event of expiry or cancellation of the basic Service. The Provider shall not be responsible for any assistance whatsoever related to the Customer's migration to an alternative provider.
- 6.5. The Customer agrees to use the Services for legal purposes only and to avoid its misuse. The items below shall be regarded as a violation of these Terms by the Customer in any case specified but not limited to:
 - 6.5.1. the causing, assisting, abetting, or use of a domain or URL hosted by the Provider for the Customer or the Customer's end-user for the purpose of directing or redirecting any malicious traffic;
 - 6.5.2. the Customer's use of the domain name (including by redirecting to web sites) with the help of the services rendered by the Provider for the purpose of creating, transmitting, distributing or storing materials, data and methods as well as of carrying out any activities which: infringe the trademarks, patents, copyright laws, business secret or other intellectual property related laws; violation of the confidentiality of personal information, public or other personal rights of third parties; the use of tools designed to compromise security (including password recovery programs, breakthrough tools or other network probing tools); the violation of international export control regulations, information protection or antiterrorist laws; violation of the secrecy of communication connections, whether by explicit content, threats, blackmail, discrimination, abuse or by abetting hatred against an identified group; use of tools for the purpose of slander, use of content known to contain viruses or content which constitutes a criminal attack or gives rise to any crimes or civil riots;
 - 6.5.3. any attempt by the Customer to break through, manipulate, abet, assist in or facilitate the breakthrough or manipulation of the security modules of the Provider's network or any other system (including unauthorized access to Information or use of Information, systems or networks; probing, scanning or testing for weaknesses in the system or network; violation of the security measures; unauthorized monitoring of information or traffic; interference in the use of the Services of any Customer, host or network in any way; falsifying any titles of TCP/IP packages and any part of a message heading);
 - 6.5.4. using a domain hosted by the Provider or the Service provided by the Provider to spread a large number of articles with the exact same content by sending them to sectoral conferences for the purpose of spamming;
 - 6.5.5. the sending of large numbers of emails not requested by the recipient, regardless of whether such activities give rise to complaints from recipients (the Provider subscribes to a policy that does not tolerate the sending of SPAM, unintelligible emails, or commercial emails not requested by the recipients).
- 6.6. If the Provider at its discretion considers that an abuse has been or is being carried out, the same reserves the right to suspend or cancel the provision of the Services after notifying the Customer. Canceling of the Service means that the Customer shall not have the possibility to gain access to or use any of the Services provided to him/her until the Provider's investigation for an activity is a violation of these Terms is complete. The Provider shall use its best efforts to complete all such investigations in time. The Customer agrees to use reasonable efforts to cooperate with the Provider.
- 6.7. The Customer acknowledges that the Provider shall not exercise any control on content or information passing through the Provider's network. The Provider shall not be responsible for such content or



information. When using the Service, the Customer is obliged not to install software applications on its server which might render difficult or hinder the normal functioning of the equipment used by the Provider for the provision of the Service.

- 6.8. The Customer is obliged to protect the Provider's good name and business reputation for the term of using Services and after it. The Customer agrees to provide complete, accurate, and up-to-date information required by the Provider. The Customer agrees to inform the Provider about any significant changes in his/her data while uses Services. The Customer agrees that the Provider may contact him/her regarding information that the Provider considers being in the Customer's best interest. Such notices may contain commercial emails, emails sent directly to the Customer regarding changes in the Services, Information for the upgrading of the Services or products, new services or products or any other information related to the above. The Customer agrees that the Provider may use the Customer's name or firm name in its marketing lists for the respective marketing purposes.

7. Service Level Guarantees

- 7.1. The Customer purchases the Provider's reliable Service in the functionality as announced in these Terms. The Customer agrees to use the Service only as designed, respectively, as adapted by the Provider to be used.
- 7.2. The Provider guarantees to Customer that within the whole period of services provision, the following service parameters shall not exceed the following values:

Service quality parameters ¹	Value
Availability ratio, not less	0.995
Packet delay, not more, ms	150
Packet delay variation, not more, ms	45
Packets losses, not more, %	1

Availability ratio should be calculated like:

$$K = \frac{N_p - N_D}{N_p}$$

where

N_p – whole number of minutes in billing period;

N_D –service downtime period in minutes during the billing period.

Packet delay (one-direction) (ms) shall mean the average time of the test 128-byte-packets passing (ping) through the Provider's network at both ends in a particular geographic zone (region) within a given period (for one hour, one day, one week, one month).

Packet delay variety (ms) shall mean the average time of the packet delays counted through the analysis of packet delay time.

¹ the characteristics of packets' passing through the Provider's network
v. 1.2



Packet losses shall mean the percentage ratio of the number of packets lost on the Provider's network channel to the total quantity of packets transferred within a given period (for one day, one week, one month).

- 7.3. DDoS-protection Service guarantees the protection and the efficiency of Customer's channels and services from both Volumetric attacks and application-level attacks (with the SSL-connections disclosing) using traffic analysis systems up to the OSI 7th level.
- 7.4. DDoS-protection Service guarantees the traffic purification (filtration) directed to reduce the load on the attacked source by disclosing and blockage of the junk traffic, showing the following parameters:
 - 7.4.1. 98 % of the junk traffic blocked during the attacks of the following types: UDP Flood, ICMP Flood, SYN-Flood, HTTP Flood;
 - 7.4.2. 90 % of the junk traffic blocked during the rest of the attacks (3-4 OSI levels);
 - 7.4.3. 2 % is the maximum percentage of the possible fair user misblockage (at the 98 % credible level, the fair user IP-address shall pass after the first five minutes of the attack)
- 7.5. DDoS-protection Service ensures the protection from (but not limited to) the following classes of attacks:

Attacks Classes	Attacks Types
Volumetric Attacks	TCP Flood Attacks (SYN/SYN-ACK/ACK/RST/FIN/URG-PSH) UDP Flood UDP Fragmented Attacks ICMP Flood Flood-packets by different protocols
Amplifications	Amplifications of the following protocols: <ul style="list-style-type: none"> • TCP • UDP • ICMP • DNS • SSDP/UPnP • NTP • RIPv1 • rpcbind • SNMP • SQL RS • Chargen • L2TP • Memcached



Attacks Classes	Attacks Types
Resource Exhaustion Attacks	Incorrect or reduced packets attacks Fragmented/segmented packets attacks (Teardrop, Targa3, Jolt2, Nestea, etc.) Attacks by TCP-packets with the incorrect segment ID False TCP-sessions attacks "Slow" TCP-attacks Attacks by TCP/UDP-packets with the incorrect flag, checksum data Attacks by TCP/UDP-packets with the incorrect port numbers Attacks by the bogon-addresses Attacks by the modified TOS in the IP-headings
Other Attacks	SIP Flood GRE Flood IPSec Flood HTTP Flood

- 7.6. Provider guarantees the availability of the Customer's services and the compliance with the parameters mentioned in Section 7.2 if the power of DDoS-attack on the Customer's Service doesn't exceed 40 Gbps or 20 Mpps.
- 7.7. The Provider guarantees the availability of the Customer's services if the power of DDoS-attack on the Customer's Service doesn't exceed:
 - 7.7.1. 400 Gbps or 200 Mpps for the DDoS-attacks using transport-layer OSI with the established connection;
 - 7.7.2. 500 Gbps or 300 Mpps for the other types of the DDoS-attacks using a network- and transport-layer OSI.
- 7.8. The Provider is obliged to take all available measures to ensure the accessibility of the Customer's resource if the power of DDoS-attack on the Customer's Service doesn't exceed
 - 7.8.1. 500 Gbps or 350 Mpps for the DDoS-attacks using transport-layer OSI with the established connection;
 - 7.8.2. 1500 Gbps or 500 Mpps for the other types of the DDoS-attacks using a network- and transport-layer OSI.

8. Refund Policy

- 8.1. The Customer is entitled to get a full or partial refund if the use of the Service was hindered by a Service Downtime caused by the Provider's misconduct. For the purposes of these Terms, a Service Downtime is defined hereby as full inaccessibility to Customer's site or Service subject to a DDoS-attack with the power less than figures in Section 7.7. for the respective type of attack only if the Internet-access to the Customer's resources during the attack was available only through the Provider's network.
- 8.2. If the Customer detects the suspension of the Service and informs the Provider in due time as specified in clause 6.2 of the General Conditions, the Provider shall immediately and not later than 24 hours from the moment of receipt of the notification from the Customer notify the latter of the reasons which caused such suspension and of the time required for elimination thereof provided the required operations are within the Provider's liability. The Customer has the right to cancel the Service and/or demand a refund



proportional to unused time if the Provider fails to continue the Service within the said time or to respond to the Customer's notice within 24 hours.

- 8.3. The Customer agrees that a refund of amounts paid shall be subject to the following rules, conditions, and time frames: The Customer shall receive the Service directly from the Provider and must have a good balance of payments with the Provider. The Provider shall not provide service credits to persons who purchased or acquired the Service through resellers, distributors, or indirectly from another person. Service credits shall apply for the services covered by the relevant Monthly Service Package fees and/or covered by a Monthly Overtime Service Package, and they shall not apply for any other services, including, without limitation, any other professional or specifically designed services offered by the Provider. A full or partial refund shall be made only upon the Customer's written request by crediting the amounts paid to the Customer's account.
- 8.4. A full refund shall be made within 1 (one) month of the moment of receipt of the written request from the Customer, but only if the Service Downtime lasted for more than 12 consequent hours during the current month and the Provider was immediately informed thereof as prescribed in Section 6.2 of these Terms.
- 8.5. A partial refund shall be made within 1 month of the moment of receipt of the notice from the Customer, but only if:
 - 8.5.1. a Service Downtime lasted for more than 10 minutes, but for less than 60 consecutive minutes during the given month, and if the Provider was immediately notified thereof, the latter shall credit the Customer's account with an amount equal to the rate for one day, calculated on the basis of the monthly fee charged for services according to the Customer's Service plan;
 - 8.5.2. a Service Downtime lasted for more than 1 hour, but for less than 6 consecutive hours during the given month, and if the Provider was immediately notified thereof, the latter should credit the Customer's account with an amount equal to the rate for 3 days, calculated on the basis of the monthly fee charged for services according to the Customer's Service plan;
 - 8.5.3. a Service Downtime lasted for more than 6 but for less than 12 consecutive hours during the given month, and if the Provider was immediately notified thereof, the latter should credit the Customer's account with an amount equal to the rate for 7 days, calculated on the basis of the monthly fee charged for services according to the Customer's Service plan;
 - 8.5.4. the Provider failed to continue the Service within the bespoke time or respond to the Customer's notice within 24 hours as prescribed in clause 7.3 – in this case, the Provider shall refund in the amount proportional to the rate for the period of time when the Service was not or will not be utilized.
- 8.6. Guarantees and service credits don't cover the application-layer protection of the services different from websites (e.g. TeamSpeak, Lineage2, Minecraft, World Of Warcraft, etc.).

9. Liability of Parties

- 9.1. The Internet consists of different independently acquired networks interacting with one another which are not being directed or monitored by the Provider. The Customer realizes that and affirms not to hold the Provider liable for any problems affected by the irreverent operating of these networks. In those cases when the Internet services provided by Internet service providers or when one of the networks composing the Internet environment malfunctions and such services and/or networks cannot work as expected, a temporary or constant whole or partial disruption in the working of the Service may occur, and the Service may be unavailable throughout a certain period of time.



- 9.2. The Customer accepts the Provider's null liability for damages affected or charges incurred while the services do not operate or are unavailable, including due to the malfunctioning or break of Internet services from the Internet providers' network(s).
- 9.3. The Provider cannot be held liable to the Customer or to third parties for any disruptions in the security of the Customer network, system, or equipment or for any loss or theft of information transmitted over the Internet or located on computers directly connected to the Internet. Neither the Provider, nor any other party related to the establishing, production, provision, freezing, or interruption of the services or any party maintaining the services shall be liable to the Customer or to third parties for any loss of revenues, loss of data, equipment, unavailability of the network or of a web site, or be held liable for any indirect accidental, special cases, or for losses of any kind whatsoever resulting from the above, or be held liable for objections relating to these General Conditions or to the provision of the services, even when the Provider advised the Customer of the possibility of such losses. The Provider shall under no circumstances be held liable for any third-party damages caused by the Customer or any kinds of damages or lost profits resulting from the use of the services by the Customer or third parties.
- 9.4. The Customer gives his/her consent as a sign of good will to protect and hold the Provider harmless from any groundless claims concerning the situations described in these Terms on its part and on the part of the third parties, and not to hold the Provider and its managers, attorneys-in-fact, employees, independent subcontractors, collaborators, agents liable thereof, as well as to protect the Provider from and against all kinds of losses, costs, liabilities, lawsuits, and damages.
- 9.5. The Customer agrees to protect the Provider from risks, actions, investigations, procedures or lawsuits arising out of the Customer's own violation or out of a violation committed by the Customer's employees, customers, subscribers, business partners, agents, representatives, or other end users of the Services. In that case, every end-user must be informed by the Customer of every obligation stipulated in these General Conditions in as much as such user is authorized by the Customer or by any other of the above parties to use the Services or is already using or has access to the Services through the Customer's equipment or means. The Customer must aim at preventing the violation of guarantees by its representatives and the violation of the provided agreements specified herein, as well as prevent any behavior defined as abuse; prevent negligence or deliberate malevolent behavior by its representatives; protect the Provider from any indictment resulting from the use of the Services by the Customer itself or by its representatives.
- 9.6. The Parties shall not be held liable for the failure to fulfill their obligations, when such failure is caused by events outside their control ("Force Majeure events"), including, without limitation: wars, terrorist attacks, epidemics, embargo, natural disasters, strikes as well as interruption or delay in the transmission of telecommunication services, actions undertaken by its providers or producers, the incapacity of electrical power required for the provision of the Services as well as any other governmental requirements. Fulfillment of the obligations is postponed until the end of such events and their consequences. If they last for more than three months, any Party has the right to cancel the Service while refunding to the other Party the amounts paid less its confirmed expenses. Force majeure circumstances taking place must be confirmed by acts of the authorized bodies.
- 9.7. In no event shall either Party be liable to the other Party for any direct or indirect or special damages of any kind or nature whatsoever, including, but not limited to, loss of business, revenue, profits, intangible assets, increased costs or extra expenses and attorney's fees regardless of whether such damages arise out of contract, tort or strict liability.
- 9.8. In case of the Customer's failure to pay for the Service in 7 (seven) days after due time, the Provider deletes the service settings and the Customer's files stored on the Provider's resources in the course of the service provision.
- 9.9. The Provider shall not be held liable for the activity of the transit communications providers (third parties) which are able to affect the traffic through their networks as well as for the activities of the third parties carrying out the traffic interception (BGP hijacking).



10. Restrictions and License

- 10.1. All rights and interests in and with respect to the Services and the job titles, the Provider's network or any other technology used by the Provider for the provision of the Services, along with all related technologies such as computer code and all other related materials and results (including the server domain name, the proxy system, the router systems, the switches, the IP network, the software, the information, and the knowledge) and all intellectual property built into this structure or derived from it shall be regarded as the sole and sacred property of the Provider and/or its licensors.
- 10.2. The Provider may grant the Customer restricted, completely gratuitous, completely paid for, nontransferable to third parties, non-sublicensable, revocable rights of use to the Services for the purpose of developing the Customer's own activity during the time of use of the Service only.
- 10.3. The Customer, neither any other person acting on the Customer's behalf, may not modify, adapt, sublicense, assign, resell for profit, distribute or create derivative works based upon the solely owned material properties. The Provider and its licensors reserve all exclusive rights.

11. Final Provisions

- 11.1. The Provider has a right to revise and supplement these Terms at any time. If the Provider informs the Customer of such amendments through various communications channels including the Customer Portal and the Customer does not declare within 5 (five) working days that he/she disagrees with them, the amendments and supplementations of these Terms shall be in full force and effect for the Customer.
- 11.2. By accepting these Terms, the Customer confirms that it shall voluntarily provide its personal information specified in the registration form to the Provider. The Provider acknowledges that all information provided by the Customer shall be subject to the confidentiality obligations, and the Provider shall use all Confidential Information solely in connection with the performance of this contract.
- 11.3. After accepting these Terms, all prior agreements between the Parties, whether oral or written, have no force. These Terms shall be regarded as regulating the relations between Parties.
- 11.4. All matters not settled herein shall be governed by the provisions of the legislation in effect in the Russian Federation.
- 11.5. Any dispute arising between the Parties about these Terms, including those relating to its validity, interpretation, and performance, is subject to be settled in the arbitral tribunal (commercial court) local to the Defendant. Pre-court dispute settlement procedure shall be observed. The period of consideration of a complaint is 30 (thirty) calendar days.
- 11.6. The remaining portion of this page is intentionally left blank. Any considerations listed below are invalid and have no enforceable meaning to these Terms.