

The provision of the Services by the Contractor is based on the terms and conditions set forth below:

1. SUBSCRIBER ACCOUNT

1.1. When registering on the Contractor's website, the Subscriber shall provide reliable and detailed information on themselves, including their contact information. The Subscriber is responsible for performance of e-mail addresses and mobile phone specified at registration. The Subscriber is required to register with the email address that is in a domain that is not in the Contractor's service. To contact the Subscriber concerning provision of the Services, the Contractor shall send notifications by e-mail and through Short Message Service (SMS, Viber, Telegram etc.) to the Subscriber's telephone number.

2. LIST OF UNACCEPTABLE MATERIALS WHEN PROVIDING SERVICES

2.1. All Services provided by the Contractor should only be used for legitimate purposes and does not contradict the legislation of Ukraine and international legislation.

2.2. The Subscriber is prohibited from taking measures to place electronic (digital) information with copyright infringements and (or) violations of any related rights of third parties. This includes but is not limited to the illegal distribution of music, books, pictures, magazines or any other works protected by copyright. Trying to sell counterfeit goods will lead to the immediate blocking of your account. Any account with histories of copyright infringement will be fully or partially blocked. Any account with histories of repeated violation of copyright will be blocked and/or deleted from our host.

2.3. The list of unacceptable materials:

2.3.1. Warez, crack resources;

2.3.2. sites for selling accounts (social media, online games, skype, paypal, email accounts, etc.);

2.3.3. pirated files of movies, music, books, television, and computer programs (even if the video files and music are on other servers);

2.3.4. financial pyramid sites, sites dedicated to the organization of MMM, "mutual assistance" sites, sites advertising any financial pyramids;

2.3.5. sites of hyip projects (fraudulent project, similar to the investment fund with a high yield), the sites advertising hyip projects, sites with ratings of hyip projects;

2.3.6. sites and forums focused on hackers;

2.3.7. torrent trackers;

2.3.8. websites which distribute smoking blends, narcotics and marijuana seeds, or sites promoting such activities;

2.3.9. Internet pharmacy's sites, sites distributing drugs, or sites promoting such activities;

2.3.10. casinos, betting sites;

2.3.11. sites promoting illegal activities;

2.3.12. fishing sites (clones of existing sites);

2.3.13. websites of political parties and political movements, and any other websites related to politics or containing political information;

- 2.3.14. pornographic sites, webcam sites, sites of escort services;
- 2.3.15. cardsharing services;
- 2.3.16. services with automatic payment of funds;
- 2.3.17. network scanners;
- 2.3.18. programs to guess passwords, keyloggers;
- 2.3.19. scripts for sending spam;
- 2.3.20. sale of any drugs, for which a license is required without the appropriate license;
- 2.3.21. lottery sites with gambling;
- 2.3.22. sites for currency and cryptocurrency exchange;
- 2.3.23. state information resources.

2.5. The Contractor reserves the right at any time (in whole or in part) to refuse to provide the Services, the Contractor also has the right, without agreement with the Subscriber, to block domain names, if the Subscriber's website contains any materials that, in the opinion of the Contractor, are obscene, threatening or defaming honor, dignity and business reputation of a person, contain libel, as well as materials highlighting hostility, violence, aggression, racism, separatism, and/or materials that violate the requirements to provision of the Services.

2.6. Subscribers shall bear full responsibility for all actions made through their Services Control Panels. In particular, if a login and password to the Services Control Panel become known to third parties, or if a website is subject to unauthorized entry because of vulnerability of the code. The Subscriber shall update their website to the latest versions of the software and use complex passwords that will be difficult to match for an attacker, and use all available security systems to prevent use of your login and password, namely: limiting access to FTP from certain IP addresses, using two-factor protection with one-time passwords. In case of unauthorized access to the account, the Contractor has the right to restrict access to it until the Subscriber takes appropriate measures.

3. SPAMMING

3.1. Any Subscriber who carries out a mass mailing of unsolicited emails (SPAM) will be immediately blocked with a notification or without it. Sites that are advertised using SPAM should not be placed on our servers. Any account whose actions led to the appearance of an IP address located in the space of our company's IP addresses on the blacklist will be blocked immediately.

4. VIRUSES

4.1. If the Contractor's employees identify any viruses in the Subscriber's account, the employees shall send a message to the Subscriber about the detected viruses, shell scripts, other malicious software and ask them to react as soon as possible and to clear their account of viruses.

4.2. The Subscriber is fully responsible for all actions made through their accounts, including cases of infection with viruses, shell scripts and other harmful and dangerous software. In particular, if the login and password to the account came to be known to third parties.

5. SERVICE USE LIMITATIONS

5.1. Resources that are not subject to restrictions or are described in the tariff plan as "unlimited" are created so that the Subscriber does not worry about sudden downtime of the Service due to exceeding the limit, for example, a database or a mailbox due to running out of the tariff plan.

However, the resources of servers and Internet channels are not unlimited, therefore, the Contractor requires that Subscribers use the resources of the Contractor, taking into account that other Subscribers need to use them as well on equal terms.

In order to prevent excess consumption of resources by the Subscriber, the Contractor reserves the right to impose limitations on the Subscriber.

5.2. The limit that will trigger limitation of the resources when reached is calculated on the basis of consumption statistics. This statistics varies monthly, but one rule remains constant: 99.95 subscribers fall within the scope of "normal" use. The remaining 0.05% of subscribers will receive a notification to their contact e-mail with a request to reduce resource consumption within 48 hours.

5.3. If the Subscriber fails to reduce resource consumption within 48 hours after receiving the Contractor's notification with a request to reduce the consumption of server or Internet channel resources, or in case of systematic exceeding of the resource consumption limit, the Contractor reserves the right to suspend the provision of the Services or to terminate the Agreement unilaterally.

6. RIGHTS AND OBLIGATIONS OF THE WEBSITE OWNER WHEN RECEIVING FROM THE CONTRACTOR A COPY OF APPLICATION FOR DISCONTINUATION OF INFRINGEMENTS BY THE WEBSITE OWNER, AND LEGAL CONSEQUENCES OF FAILURE TO TAKE ACTION PROVIDED BY COPYRIGHT AND RELATED RIGHTS ACT OF UKRAINE.

6.1. Within 24 hours upon receipt from the Contractor of a copy of a request for elimination of violations by the website owner, the latter shall take the following actions:

6.1.1. May refuse to do so, if the website owner:

- has the right to use the electronic (digital) information specified in the request regarding the use of which the request has been sent;

- is not the website owner specified in such request;

- a request for elimination of violations is issued in breach of the requirements specified in Art. 52-1 of the Copyright and Related Rights Act of Ukraine.

6.1.2. In the absence of the circumstances set out in p. 6.1.1. of the Agreement, the website owner shall promptly (not later than 24 hours after receiving a copy of the request for elimination of violations) make it impossible to access electronic (digital) information, in respect of which a copy of the request is filed. The website owner shall inform the Contractor of their actions by sending a notification of measures taken.

6.2. If the website owner fails to take actions provided for in p. 6.1. of the Agreement within 24 hours from the date of sending a copy of a request for elimination of violations to the website owner, the Contractor shall independently make it impossible to access the electronic (digital) information specified in the request for elimination of violations committed by the website owner. The Contractor shall notify the requester and the website owner of the measures taken within 48 hours upon receipt by the hosting provider of the request for elimination of violations committed by the website owner.

6.3. The website owner has the right to apply to the Contractor (from whom they received information about the measures taken) with a notice of refusal on the grounds and in the form established by Art. 52-1 of the Copyright and Related Rights Act of Ukraine (hereinafter referred to

as “the Act”) demanding restoration of access to electronic (digital) information. If such notice meets the requirements established by the Act, the Contractor shall immediately send a copy to the requester not later than 48 hours after receiving it. In case the notice does not meet the requirements to notices of refusal established by the Act, the Contractor shall inform the website owner to that effect.

6.4. The Contractor shall renew access to electronic (digital) information on the tenth business day from the date of sending a copy of the notice of refusal to the requester, unless during that period the requester provide them with acknowledgement of opening court proceedings for protection of their rights to copyright object(s) and/or related rights (electronic (digital) information) regarding which the request for elimination of violations was sent.