

The information below is an official offering (offer) to any individual person to contract an agreement on subscriber service. The mentioned offer is a public agreement, which means, that according to the articles 633, 634 of the Civil code of Ukraine it's terms are the same for all the clients and cannot be changed by the other part of the agreement. According to the articles 638, 642 of the Civil code of Ukraine, if you agree to the terms (accept) of this offer, you are to register (provide your requisites) and to provide a payment for the service. In such a case the agreement will be considered to be contracted, and our firm will be considered the one that has accepted the obligations to provide services on website and virtual server hosting, and domain name registration in the Internet or the dedicated server lease. On request of the individual persons the agreement will be contracted in the written form. Contracting of the agreement with legal persons is mandatory.

### **The commercial offer**

The IT-host company (LLC «ITT») on behalf of the director Oleksiy Valentynovych Ivanov, acting on the grounds of the Regulations, further referred to as Executor, on one part, and the user of hosting services, further is referred to as Client, on the other part (further are referred to as Executor and Client respectively, together are referred to as Parts) agree with the terms of this Agreement, given below:

#### 1. Subject of the Agreement

1.1 According to the Agreement the Executor takes on the oblige to place the web-page of the Client in the Internet according to the certain tariff plan, and the Client is obliged to accept and to pay for these services.

1.2 While fulfilling and/or interpreting of this Agreement the Parts are to follow the current legislation of Ukraine invariably.

#### 2. Terms and conditions of the Agreement fulfillment:

2.1 Within 1 (one) working-day after the purchase fee is received, Executor installs and provides all the necessary settings of the virtual web-server and provides the Client with the necessary information for virtual web-server administration.

2.2 The Executor provides the access to the Client's virtual web-server in the Internet 24/7.

2.3 The Executor is obliged to free registration and delegation within the primary payment, but not less then 12 months, of 1 (one) domain name in the zone, where he is an official Registrator according to the Client's choice, except for the domains in zones \*.ua and \*.ru, with the selection of such an option in the order. The further delegation and prolongation of the expiration date of the given domain name is provided for free on conditions of prepayment of the hosting for at least 9 (nine) months.

2.4 On ordering and payment according to the tariff plan and the term, not marked as \*, the domain name is not registered for free.

2.5 Performing of the services is affirmed by the Accepting -conveyance Act of the provided Services (executed operations), which is to be signed by the User/Client within 5 (five) calendar days from the moment of the receiving of the Act. The Parts agreed, that taking into account the specific character of the services that are provided, the Services and performed operations are considered to be provided and fulfilled properly from the moment the activation letter is sent, with denoting of the password and name-server on the e-address of the User/Client, given to him on Registration.

#### 3. Prices and payment arrangements.

3.1 Service cost according to the given Agreement at the moment of it's concluding is determined in accordance to the current prices on the [www.itt-ua.net](http://www.itt-ua.net) resource.

3.2 If the Client fails to pay any fees within 7 calendar days from the time of previous payment for the service given, the Executor has a right to block an account. Reestablishment of the account's functioning is possible only after the debt repayment.

3.3 Absence of payment for the prolonging of the hosting within 30 (thirty) calendar days from the date expire of the service gives the Executor a right to cancel the Agreement with further removing of the Client's data kept on the server.

3.4 If the technical urgency appears, the Client has a right to do Upgrade (see below "The terms identifier") of the tariff plan by paying the cost difference on the given period of time.

3.5 The Client has a right to Downgrade (Restoration/copying of information) of the tariff plan only for the additional payment of 10 dollars.

3.6 If the quality of the service, given by the Executor, doesn't meet the Client's requirements, the Client has a right to refuse from the given services and to get all the sum of the payment back. If the registration of the domain name was done within the action, which means for free, the actual registration cost of the domain name is abstracted from the sum.

#### 4. Rights and duties of the Client

4.1 The Executor gives the full information package, that is necessary for data arrangement on the virtual web-server. The Client is to obtain basic knowledge, necessary for account management. The Executor doesn't take upon himself the obligations for Client's education or giving him any technical information, except for the one, directly connected with specific peculiarities of the services.

4.2 The Client is obliged not to pass and not to subcontract the execution of the Agreement and the right of it.

4.3 The Client is obliged to use Internet only on the legal basis, following the terms and conditions of data network usage and is responsible for their inobservance according to current legislation.

4.4 If the tariff is changed, the Client has a right to use provided Services at the old tariffs within the terms of the advance payment.

4.5 The Client is individually responsible for the losses of any rate, sustained by him or third part in the course of the Client's incorrect usage of the Executor's service.

4.6 The Client is obliged to pay the price on timely basis for the Services provided by the Executor according to the schedule rate within the time defined by the Executor.

4.7 The Client is a sole owner of the UserName and Password. The Executor has a right to send the lost passwords or to change them for the others only having received a written inquiry from the Contact e-mail and only to the Contact e-mail.

4.8 Responsibility for the login and/or password loss, which can lead to the capturing of the account by other persons, and, as a result, to the change and/or removing of the information partly or completely on the Account, lies on the Client.

#### 5. Rights and obligations of the Executor.

5.1 In case of unavailability of access to the Client's web-server because of the Executor's fault, the Executor is obliged to compensate it by prolonging the service in 10-fold term of the unavailability of the web-server.

5.2 The Executor is obliged to undertake the full spare copying of the Client's data. In case of the loss of the Client's data caused by the Executor, the latter is obliged to renew it from the spare copy, which is not older than 30-days. In case of the loss of data caused by the mistake or negligence of the Client, it's renewal will be carried out for the extra fee – 5 hryvnias for every lost megabyte of information.

5.3 The Executor has a right to change the IP-address dedicated to the Client, in case of technical necessity. If the Client utilizes the Executor's DNS-server, this change will be carried out unnoticeably for the Client. But if the Client himself supports his DNS-server, he will have to change his account by himself.

5.4 The Executor has a right to change the tariffs without preliminary agreement with the Client, but having informed the Client 30 calendar days before the change.

5.5 The Executor has a right to suspend the service for the Client or to break the Agreement unconditionally in such cases:

- a) placement by the Client on his account of the information, that defames honor and dignity of other people;
- b) placement by the Client on his account of the information of erotic or pornographic character;
- c) placement by the Client on his account of the information that contradicts the legislation of Ukraine;
- d) within the decision of the empowered state institution, correspondingly to Ukrainian legislation;
- e) in case of Client's usage of Proxy on his hosting-account.

5.6 The Executor has a right to suspend immediately the service to the Client in case of ascertainment of the fact of support or usage of any spam-activity, including, but not limited by, the following actions:

- a) advertising of the one's web-pages by spam distribution;
- b) mass spam distribution in any subnetwork by any methods;
- c) any support of spam, hacking, cracking and other non-legal actions in Internet.

5.7 The Executor has a right to suspend the provision of the service, in case the representatives of the Executor classify any actions, carried out or provided by the Client or third sides through the services, provided to the Client within the given Agreement, as those, that inflict or may inflict damage to the Executor, or other Clients, or the normal functioning of the Server, on which the Client's account is situated, exactly the actions, caused by:

- a) carrying out of the incorrect scripts, which causes peakedness more than 50%;
- b) substantial traffic generation – more than 5% of the server general traffic;
- c) substantial load generation – medium server load more than 10%.

5.8 In case of not removing of the possible causes of incorrect server functioning, mentioned in p. 5.7 within 3 (three) calendar days from the date of official notification, which the Executor is obliged to send to the contact e-mail or fax of the Client, the Executor has a right to break the Agreement, having given the Client 15 (fifteen) days to transfer the data. Doing this, the Executor is obliged to give the not used money back.

## 6. Responsibilities of the Sides

6.1 The Executor is not responsible before the Client or third parties for any losses, damages and/or profit deficiency, that are caused by:

- failure or damage of technical equipment;
- problems/ delays/ interrupts/ skips at data transmission or connection;
- program errors;
- file deletion;
- defects;
- acts of God in popular sense;
- etc.

6.2 The Executor is not responsible for the contents of the information, placed by the Client.

6.3 In case of the Agreement break caused by inobservance of the p. 4.2, 4.3 and/or in case of ascertainment of the fact of illegal actions, provided in p. 5.5 and 5.6, not used amount of money is not given back to the Client.

6.4 Responsibility for committing the crime in the sphere of computer information is foreseen by criminal legislation of Ukraine.

## 7. The Agreement currency

7.1 Time reckoning of the hosting starts on the day of the account launch and functions within the paid period.

7.2 Expiration date of the hosting may be prolonged beforehand or on it's termination, but not later then 30 (thirty) days from the expiration date.

8. Address and banking details of the Executor:

*LLC "ITT"*

*Legal/postal address: 109/1 Podilska str., office 803*

*Khmelnitsky, Ukraine, 29000*

*Tel./fax: +38 (0382) 71 04 03 , +38(067) 382 06 94*

*E-mail: [office@itt-ua.net](mailto:office@itt-ua.net)*

*p / s № 26001060252669 in Khmelnytsky branch of " Privatbank" Khmelnytsky*

*MFO 315405*

*EDRPOU code 35668524*