**Public Offer**

of the services of hosting virtual web servers, leasing dedicated virtual servers and dedicated servers, and domain name registration, hereinafter referred to as Services, provided on servers owned by Sole Proprietorship Bondarenko Oksana Vladimirovna operating under the brand name “3v-Hosting”, hereinafter referred to as the Provider, to any legal or natural person, hereinafter referred to as the Customer.

This document represents an official offer under Article 633 of the Civil Code of Ukraine and an equivalent of a bilateral agreement, and in accordance with Ukrainian law it has proper legal force as of the date of complete and unconditional acceptance by the user of the terms and conditions of this Agreement (Offer) and Annexes hereto. This Agreement is public, and its terms and conditions are the same for all users.

This offer is a public offer under Article 633 of the Civil Code of Ukraine, and registration of the Customer in the account system on the Provider’s website is considered a complete and unconditional acceptance of the said offer.

The Provider’s website is located at the URL address [https://3v-host.com](https://3w-host.com/). A unique number issued upon registration on the Provider’s website is considered the Agreement number. The Provider may deny Services to bodies of public administration, bodies of local self-government, and state enterprises, institutions and organizations for the purpose of ensuring compliance with the Law of Ukraine on Protection of Information in Information and Telecommunications Systems.

**Terms used in this Agreement**

* Customer: a person to whom/which Services are provided under this Agreement. The Provider will regard all operations performed using the Customer’s login and password as operations performed personally by the Customer at their own free will.
* Provider: Sole Proprietorship Bondarenko Oksana Vladimirovna, subject to provision of all, one or several Services to the Customer.
* Services: services of virtual hosting, and (or) leasing dedicated virtual servers, and (or) leasing dedicated servers, and (or) domain name registration, provided to the Customer by the Provider.
* Hosting: a service of providing disk space for physical storage of data on a server connected to the Internet.
* Domain (domain name): a string used to address Internet nodes (websites, mail servers, network services) in a human-friendly form.
* Customer Verification: confirmation of Customer’s personal information entered at the time of registration on the Provider’s website by receiving from the Customer a copy of their passport or another identity document, or by verifying this information using BankID or another service identifying the Customer’s person.
* Service Control Panel: a web interface used by the Customer to control the Provider’s Services or to view payment information and information about Service periods. The Customer may access the Service Control Panel using authorization (login and password).
* Administrative query: a Provider’s electronic message addressed to a particular Customer, which may containing a remark and/or demand, a notice and/or message shown in the service section of the Customer’s Service Control Panel, and to which the Customer must respond within 24 hours after the message was sent or within another timeframe provided by the Agreement or law.
* Registrar: the Provider delivering services of technical facilitation of registration, delegation and functioning of a domain name.
* Register Operator: a person responsible for technical operation of the Register.
* Registrant: the Customer to whom/which the Provider delivers a domain name registration (delegation) service.
* Register: a data processing system containing information about domain names, network addresses, Registrars, Registrants and contact persons of Registrants, and providing an interface to Registrars according to the applicable rules and procedures.
* Registration (delegation) of a domain name: a service of creating a domain name record in the Register at the request from and on behalf of the Registrant, resulting in the assignment to the Registrant of the right to use the relevant domain name during a certain period.
* Transfer: a procedure of changing the domain name Registrar.
* IP address: the node’s network address in a computer network.
* DNS server: a decentralized computer system that translates domain names into IP addresses and serves to obtain information about domains.
* Personal data: information, or set of information, about an identified or identifiable person.
* WHOIS: a service designed to provide contact and technical information about domain names, IP addresses and other network information. Whois is a public Internet service ([Public service regulations](https://hostmaster.ua/services/)).
* ICANN (Internet Corporation for Assigned Names and Numbers): an international organization responsible for managing the IP address space and domain name system.
* BankID: a method of identity verification via Ukrainian banks to provide administrative and other services online.
* The definition of other terms and symbols used in this Agreement is provided in the Service Terms and Conditions and the Confidentiality Policy. Certain other (in particular, technical) terms used herein are generally accepted, and can be interpreted as defined in open sources.
1. **General provisions. Subject of the Agreement**

1.1. The Provider agrees to deliver to the Customer the following Services ordered and paid for by the Customer:

1.1.1. Registering, and prolonging registration of, domain names in the Customer’s name, and supporting these domain names on the Provider’s DNS servers.

1.1.2. Creating mailboxes to send and receive emails.

1.1.3. Providing Service-related consultations.

1.1.4. Leasing a dedicated virtual server.

1.1.5. Leasing a dedicated server.

1.1.6. Virtual hosting.

1.2. The Provider provides domain name registration Service under agreements with Registers, Register Operators and other registrars.

1.3. When providing domain name registration Service, the Provider cannot be responsible for the duration of, and possible delays in, registration related to technical specifics of registration process and rules of the Register Operator in the relevant domain zone. Also, the Provider cannot be responsible for denial of domain registration for any other technical reasons.

1.4. A new domain name may be registered, if all required conditions, rules and regulations of domain name registration have been fulfilled, in particular:

1.4.1. the application contains the complete, accurate and truthful information required for registration. The Customer bears responsibility for the completeness, correctness and truthfulness of information and data provided in their application.

1.4.2. the domain name registration rules of the relevant domain zone have been complied with.

1.5. The rights to the registered domain name(s) are transferred to the Customer for the entire period of registration, subject to payment of the required fee in accordance with Section 4 hereof.

1.6. If a registered domain cannot be documentarily assigned to the Customer for whatever reason and if it does not contradict the Register’s requirements, the Provider may document the said domain by stating the Provider’s contact information in the field of information about the domain name Registrant. In that case, the Provider does not acquire the rights to these domain names, cannot claim them and cannot bear responsibility instead of the Customer for the legality of registration, content and use of these domain names.

1.7. The Customer declares that as of the effective date and for the entire duration of this Agreement, neither registration of domain name nor the procedure of using it nor information posted on the Customer’s website violate, presently or in the future, directly or indirectly, third party rights. The Customer is required to respond to the notices of (reports on) violations of law or violations of rights or other lawful interests of third parties and, subject to availability of valid reasons, remedy these violations themselves. The Customer may be held liable by third parties or the Provider in accordance with law for violation of law or of intellectual property or other rights and lawful interests of these third parties or the Provider.

1.8. No refund could be issued under any circumstances for the registered domain(s) under this Agreement. The service of registering (prolonging registration of) a domain name in the Customer’s name is considered actually delivered on the date of registration (prolonging registration) of the domain name.

1.9. A registered domain may be deleted from registration database early at the Customer’s request, in which case, it would become available for registration by third parties. A registered domain may be deleted (undelegated), transferred to another user’s control panel (according to the rights transfer procedure) upon decision of an entity (agency) having authority to hear intellectual property-related disputes (genera-jurisdiction, administrative or commercial court) or another authorized agency (World Intellectual Property Organization Center for Arbitration and Intermediation).

1.10. All operations with a domain are performed in accordance with the rules and regulations of the domain zone in which is it being or already registered:

* [Rules of procedure of .UA domain](https://hostmaster.ua/policy/?ua)
* [Rules of procedure of COM.UA domain](https://hostmaster.ua/policy/?com.ua)
* [Rules of procedure of KIEV.UA domain](https://hostmaster.ua/policy/?kiev.ua)
* [Regulation on registration of second-level public domains](https://hostmaster.ua/policy/2ld.ua)
* [Peculiarities of registration of second-level domains](https://hostmaster.ua/2ld/)
* [Rules for registration and use of domain names in .УКР](http://uanic.net/pravila-registracii-i-polzovaniya-domennymi-imenami-v-domene-ukr/) domain
* [Rules for registration of domain names in .RU and .РФ](http://www.cctld.ru/ru/docs/rules.php) domains
* [Rights and obligations of registrants of international domain names](http://www.icann.org/en/resources/registrars/registrant-rights/benefits)
* [Procedure of overseeing a domain name in the absence of a registrar](https://hostmaster.ua/documents.php)
* Policy on Resolving Domain Name-Related Disputes in .UA Domain, Rules of the Uniform Policy on Resolving Domain Name-Related Disputes in .UA Domain, Additional Rules of the [Uniform Policy on Resolving Domain Name-Related Disputes in .UA Domain of the World Intellectual Property Organization](https://hostmaster.ua/policy/ua-drp/).
* The rights and obligations of registrants of other domain zones are set forth in the rules and regulations posted on the official websites of these domain zones.
1. **Personal data. General provisions**

2.1. By entering into this Agreement, the Customer declares that they have fully read and accepted its terms and conditions and, if the Customer is a natural person, that they give consent to the processing of their personal data by the Provider. A detailed procedure of handling the Customer’s personal data is regulated by the Confidentiality Policy, which represents an Annex to this Agreement.

2.2. The purpose of processing the Customer’s personal data is to enable delivery of Provider’s Services to the Customer, settlement of debt, transmission of invoices, statements and other documents; to identify and prevent fraudulent and other illicit actions, and also, to solve problems, enhance security, fix technical errors, provide protection in accordance with law against the threats of inflicting damages upon the Provider or its customers; and other purposes stated in the Confidentiality Policy.

2.3. By entering into this Agreement, the Customer declares that they have be actually informed (without additional notice) about provisions of the Law of Ukraine on Protection of Personal Data and about the purpose of processing personal data communicated by the Customer and third parties to the Provider.

2.4. The Customer’s consent to the processing of their personal data remains valid for the entire duration and during the following 5 (five) years after expiration of this Agreement.

2.5. The Provider may delete personal data at the Customer’s request, which serves as the ground for termination of this Agreement. Personal data is deleted on the terms and according to the procedure set forth in the Confidentiality Policy.

2.6. If a domain name registration service is provided under this Agreement, the provision of information mentioned in subparagraph 3.2.2 hereof to the Registrar is obligatory. If the provision of Services under this Agreement necessitates the use of additional information, the Registrar may require the Registrant to provide the said information. The Registrant may provide any additional personal information at their own discretion.

2.7. Personal data provided by the Customer will be made available to the Provider’s personnel and contractors.

2.8. By entering into this Agreement, the Customer agrees that the Provider has the right to enable access to, and communicate the Customer’s personal information to third parties without changing the purpose of personal data processing (for example, when registering, or prolonging registration of, a domain name), and that the Customer has been duly notified about every instance of communicating personal data to third parties according to the purpose stated in paragraph 2.2 hereof. If the purpose of communicating the Customer’s personal data to third parties is changed, the Provider will notify the Customer about the new purpose of personal data processing by e-mailing the notice to the e-mail address provided by the Customer.

2.9. To enable provision of domain name registration services under this Agreement, in particular, in the cases stated in the rules of procedure of the relevant domain zones, personal data provided by the Registrant may be communicated to the Register Operators of these domain zones, users of WHOIS, RDAP and ICANN services, escrow agents, and a registrar which could be assigned by ICANN to transfer the domain.

2.10. The Provider guarantees that they will not use the Customer’s personal data for any purposes other than the purposes defined in paragraph 2.2 hereof without duly notifying the Customer about it.

2.11. The Customer may initiate changes in their personal data in the cases provided by law or this Agreement.

2.12. Personal data provided by the Customer represents confidential personal information as defined in the Confidentiality Policy which constitutes a fully incorporated part of this Agreement.

2.13. The procedure of communicating the Customer’s personal information by the Provider to third parties, and the guarantees of security of the said information, are stated in the Confidentiality Policy which constitutes a fully incorporated part of this Agreement.

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1. **Rights and obligations of the parties**

3.1. The Provider shall:

3.1.1. provide a web interface for registration of the Customer, process the data entered by the Customer and create a unique account based on the said data, and provide the necessary parameters of accessing services via the Service Control Panel;

3.1.2. deliver Services according to the amount of fee paid under Section 4 hereof;

3.1.3. post official notices related to Customer service and changes in the fee schedule on the Provider’s website;

3.1.4. comply with court judgments which entered into legal force and which concern the provision of all or some Services to the Customer and, if domain name registration Services are provided to the Customer, with resolution of the bodies having authority to hear disputes concerning registration and use of domain names according to UDRP procedures approved on the basis of [ICANN](https://www.icann.org/resources/pages/dndr-2012-02-25-ru) Procedures.

3.2. The Customer shall:

3.2.1. provide complete, truthful, accurate, correct and precise information about themselves, and also, their contact information in the volume necessary for the provision of the Provider’s Services;

3.2.2. provide to the Provider in due time, in the case of domain name registration Services provided to the Customer, the following truthful and up-to-date information concerning every domain name: individual’s full name (legal entity name for legal entities), e-mail address, postal address and telephone number of the Registrant or (if the domain Registrant is a legal entity) an authorized contact person;

3.2.3. themselves set and change all passwords and other information required to access Services, including those provided by the Provider, and bear full responsibility for keeping them secret;

3.2.4. keep their personal data accurate, truthful and up-to-date, and inform the Provider about any changes in the Customer’s personal data within 72 hours after the effective date of these changes;

3.2.5. provide a response to the Provider’s requests for confirmation of the up-to-date status of personal information provided by the Customer within 24 hours after the said request was sent to the Customer;

3.2.6. provide, at the Provider’s request, copies of passport or another identity document (in particular, copies certified by the Customer’s electronic digital signature), or verify their identity using BankID or another service or instrument;

3.2.7. make full and timely payments for Services according to the selected rate plan offered by the Provider. The Customer agrees to keep themselves informed about service terms and fees by looking for this information on the Provider’s website;

3.2.8. provide a response to the Provider’s administrative query or notice within 24 hours after the said message or notice was sent to the Customer;

3.2.9. comply, and ensure compliance with all requirements of the Service Terms and Conditions, not post unacceptable materials and information on its websites, and not use Services to sell, distribute or place goods, works and services whose marketing is forbidden or restricted;

3.2.10. not post on the Provider’s servers public information resources or domain names that service public information resources, or information resources of bodies of local self-government to ensure compliance with the Law of Ukraine on Protection of Information in Information and Telecommunications Systems, which states that public information resources must be processed in information (automated) systems using a comprehensive information protection system with confirmed conformity.

3.2.11. In addition, a customer who/which is the Registrant of a second-level domain name in “.ua” domain zone shall comply with the Uniform Policy on Resolving Domain Name-Related Disputes in .UA Domain, Rules of the Uniform Policy on Resolving Domain Name-Related Disputes in .UA Domain, Additional Rules of the [Uniform Policy on Resolving Domain Name-Related Disputes in .UA Domain of the World Intellectual Property Organization](https://hostmaster.ua/policy/ua-drp/).

3.3. The Provider has the right to:

3.3.1. suspend or discontinue the provision of Services to the Customer and require a written statement of explanation from the Customer in the following cases:

3.3.1.1. a payment for Services becomes past due;

3.3.1.2. the Customer provides false or incorrect contact information, or fails to provide the said information at the provider’s request;

3.3.1.3. the Customer’s response to a Provider’s request for verification of the Customer was not received within 24 (twenty four) hours after the said request was placed with the Customer by sending an e-mail message to the Customer’s current e-mail address or by sending a message via one of the following services: SMS, Telegram, Viber;

3.3.1.4. the Customer’s response to a Provider’s administrative query was not received within 24 hours after the said message was sent to the Customer in the manner described in subparagraph 3.3.1.3 hereof;

3.3.1.5. the Customer commits actions or omissions aimed to restrict or prevent access of other users to the Provider’s Services, or attempts to gain unauthorized access to the Provider’s resources or other systems accessible via the Internet;

3.3.1.6. sending in messages or disseminating via the Internet any information that contradicts requirements of Ukrainian law or provisions of international law contained in international treaties and conventions to which Ukraine is a signatory party. Dissemination means sending several emails to a large number of recipients or sending numerous emails to one recipient, as well as the use of the Customer’s requisites (webpages, e-mail address) for the purposes of the said dissemination made via another provider. Messages mean messages sent by e-mail, using message exchange programs (SMS, Skype, Viber, Telegram) or other similar means of information exchange;

3.3.1.7. the Customer commits actions aimed to send, post, transmit, reproduce, provide or use in any form for commercial purposes the information, software or other materials fully or partially obtained using Services (unless explicitly permitted by the owner of the said information, software or other products), if the owner of that information required in writing to refrain from the aforementioned actions;

3.3.1.8. the Customer commits actions aimed to send, post, transmit, reproduce or disseminate in any way software or other materials obtained using Services and fully or partially protected by copyright or other intellectual property rights without permission of their owner, as well as sending, posting, transmitting or disseminating in any way any component of Services or works created on the basis of this component, because Services themselves are also protected by copyright and other intellectual property rights, if the holder of these rights required in writing to refrain from the aforementioned actions;

3.3.1.9. posting or transmitting via the Internet any information that contradicts Ukrainian law or international treaties and conventions to which Ukraine is a signatory party. It concerns, in particular, pornographic and other materials banned by Ukrainian law. The Provider reserves the right to determine at their own discretion whether materials posted on the Customer’s websites are compliant with Ukrainian law. At the same time, the Customer has the right to provide to the Provider a proof of legality of posting particular materials and information on its website;

3.3.1.10. running software (binary codes, scripts, etc.) functioning as a server or an independent service on the provider’s virtual hosting servers;

3.3.1.11. failing to comply with the Service Terms and Conditions, or posting materials banned by the Service Terms and Conditions;

3.3.1.12. running public information resources or domain names servicing public information resources on the provider’s servers.

3.3.2. Suspension of Services by the Provider means that the Provider may temporarily block access to the Customer’s Service Control Panel and/or block the Service, fully or partially.

3.3.3. The Provider may unilaterally terminate a contractual relationship with the Customer by sending a written electronic notice if the Customer is in breach of their obligations under this Agreement. The date of sending the said notice to the Customer is considered the Agreement termination and service discontinuation date.

3.3.4. If the Customer has higher-than-normal (limit-exceeding) needs in hardware and other available resources above and beyond the scope of ordered Services, or if the Customer is in breach of the Service Terms and Conditions, the Provider reserves the right to technically limit the volume of available resources by the normative (paid-for) volume or suggest that the Customer switches or another rate plan or, if the Customer declines the suggestion, discontinue the service without refund of the Customer’s unused funds.

3.4. The Customer has the right to:

3.4.1. demand provision of the Provider’s Services according to the terms and conditions of this Agreement;

3.4.2. receive information from the Provider about additional fee-based services;

3.4.3. lodge complaints and suggestions with the Provider concerning improvement of service quality.

1. **Service price and debt settlement procedure**

4.1. Payments for Services shall be made in the national currency of Ukraine according to the fee schedule effective on the Service date on the 100% prepayment terms.

4.2. When making a payment via a banking institution, the Customer shall state in the payment document the number of the Provider’s invoice identifying the service for which the payment is being made.

4.3. The Provider may unilaterally revise Service prices. The Provider shall notify the Customer about revised prices by posting the relevant notice on the Provider’s website. The revised prices enter into force on the date of posting the relevant notice on the Provider’s website. In the event of price change, the amount of prepayment for Services will not be recalculated.

4.4. A Service is considered paid as of the date of receiving the payment by the Provider and updating the relevant information in the Customer’s Service Control panel on the website or in Whois service.

4.5. Domain name registration Services will be provided after receiving prepayment, and will be considered delivered after the Provider notifies the Customer about successful activation of Services and updating information in WHOIS service.

4.6. The Provider may deny services to the Customer or limit the Customer’s choice of Service payment instruments, if the provider receives a banking institution’s or payment system’s notice (complaint, demand) of Customer’s bounced payment for Services.

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1. **Special provisions, and liability of the parties**

5.1. The Provider does not guarantee absolutely uninterruptible or error-free Services, and does not guarantee that the Provider’s software or any other materials are free from systemic errors. The Provider will take all reasonable efforts and measures to prevent that.

5.2. The Provider cannot be held liable for direct or indirect damages suffered by the Customer as a result of using or inability to use Services, or as a result of errors in or malfunctioning or unavailability of Services, DDоS and other attacks on the server or in the Customer or Provider’s networks, deletion of files, defects, delays in operations or data transmission, changes in functions and other reasons. The Provider does not guarantee the receipt of the Customer’s mail from remote networks blacklisted in the Provider’s mail delivery program.

5.3. The Provider’s liability before the Customer is limited to, and cannot exceed the value of services actually used by the Customer during the past six months.

5.3.1. The Provider cannot be held liable for actions, omissions, third party services or failures on part of third parties, banking and financial institutions, and payment systems.

5.4. The Customer assumes full responsibility for risks related to the use of Services. In Particular, the Customer agrees to compensate the full amount of damages suffered by the Provider as a result of breach of this Agreement or the Service Terms and Conditions by the Customer, and compensate other expenses incurred by the Provider as a result of the said breach (in particular, legal expenses, if the court proves violation by the Customer of law or third party rights or lawful interests).

5.4.1. The Customer bears full liability for damages inflicted upon third parties by the unlawful use of Services by the Customer, if the latter infringes the rights of these third parties.

5.5. The Customer is fully responsible for keeping their password secure and for any damages that could be sustained as a result of its unauthorized use by third parties.

5.6. The Provider is not a proper defendant or codefendant under any obligations, third party claims and expenses related to the breach of this Agreement or violation of law by the Customer (or other persons using the Customer’s username and password).

5.7. The Provider will accept the Customer’s lawful queries concerning Services provided to the latter, if these queries were sent only from the Customer’s contact e-mail address or from the service section of the Service Control Panel after successful authorization.

5.8. Neither the Registrar nor the Register Operator may be held liable for the consequences of the use, nonuse or unlawful use of domain names registered with their assistance, or for the content of any materials posted on the websites that have these domain names or on the Registrar’s servers. Neither the Registrar nor the Register Operator may be involved as defendants in litigations concerning domain names.

5.9. The Provider performs solely technical functions, does not acquire any rights to domain names and websites and does not bear responsibility for the posting or not posting by the Customer of any materials on its websites or for the content of these materials.

5.10. The Customer is responsible for resolving any disputes related to Services provided to it, and agrees to indemnify the Provider from any third party complaints and lawsuits related to the provision of Services to the Customer. The Customer agrees to refund all (including legal) expenses incurred by the Provider as a result of hearing of any disputes, complaints and lawsuits lodged by third parties and related to the provision of Services to the Customer, and also, compensate damages inflicted upon the Provider.

5.11. The Customer agrees to receive Service-related notices by e-mail and via text messaging services (SMS, Viber, Telegram and other).

5.12. The parties have agreed to regard it as a proper expression of their will, if this Agreement is made by:

* entering the Customer’s Agreement acceptance note on the Provider’s website;
* the parties signing this Agreement in electronic form by affixing their electronic digital signatures unto the Agreement.
* The aforementioned methods of making this Agreement have the same legal force as the signatures affixed by authorized representatives of the parties with their own hands unto a written document.

5.13. The parties have agreed that invoices, service delivery statements, amendments and supplements to this Agreement may be signed by:

* entering the Customer’s acceptance note on the Provider’s website;
* using an electronic digital signature;
* identifying the parties’ will using other lawful technical (electronic) instruments offered by the Provider.

5.14. This Agreement does not represent a substantial legal instrument for the Provider as defined in the Law of Ukraine on Limited and Additional Liability Companies.

1. **Dispute and complaint resolution procedure**

6.1. The Provider accepts Customer’s complaints concerning Services only when lodged in writing within 3 calendar days after the occurrence of the disputed situation. The Customer’s complaints will be reviewed within 14 (fourteen) business days after receiving them. The Provider does not accept third party complaints concerning services provided to a particular Customer, except in the cases explicitly required by law. The Provider reserves the right to forward to the Customers concerned all lawful, reasonable demands and complaints from rights holders and other persons who consider their rights infringed and demand a remedy.

6.1.1. According to law, the Provider does not have the authority to hear legal disputes. In particular, the Provider does not have the authority to confirm or disprove:

* the trueness or falseness of information posted by Customers on their websites;
* the existence or absence of third party rights to particular objects of intellectual property, the instances of violation by Customers of third party rights to trademarks, trade and service marks, any other objects of intellectual property rights, or domain names.

6.2. If a dispute related to the registration or use of a domain name cannot be resolved in accordance with paragraph 6.1 hereof, resolution of the said dispute shall be sought in a competent court or another agency that has the authority to hear this dispute.

6.3. The Customer, who/which is the Registrant of a private second-level domain name in “.ua” domain zone, agrees that:

6.3.1. resolution of disputes listed in paragraph 4 of the Uniform Policy on Resolving Domain Name-Related Disputes in .UA Domain and occurring with third parties as regards the private second-level domain name in “.ua” domain zone for which the Customer is (became) the Registrant shall be sought in the World Intellectual Property Organization Center for Arbitration and Intermediation according to the obligatory administrative hearing procedure;

6.3.2. the Registrar may delete, block or re-delegate their domain name according to the procedure set forth in this Agreement, the Uniform Policy on Resolving Domain Name-Related Disputes in .UA Domain, the Rules of the Uniform Policy on Resolving Domain Name-Related Disputes in .UA Domain, and the Additional Rules of the Uniform Policy on Resolving Domain Name-Related Disputes in .UA Domain of the World Intellectual Property Organization (WIPO), in particular, pursuant to decisions of the WIPO Administrative Commission adopted in accordance with the policy and rules mentioned in this subparagraph.

1. **Force Majeure Circumstances**

7.1. Neither Party could be held liable for the failure to perform or inadequate performance of this Agreement due to the effect of force majeure circumstances which the Parties could not have knowledge of beforehand, and/or other unforeseen circumstances occurring regardless of the Parties’ will and desire and preventing the fulfilment of their contractual obligations.

Force majeure circumstances include (but are not limited to) fire, flood, earthquake, tsunami, tornado, hurricane, typhoon, landslide, mudflow, avalanche, volcano eruption and other natural disasters, war, revolution, coup d'état, labor strike, subversive or terrorist act, robbery, power outage, breakdown of communications, legislative changes, actions of public authorities and their officials, if these circumstances directly affect the performance of this Agreement and their occurrence is certified (confirmed) by an agency authorized by law to conform the occurrence of force majeure circumstances. Unforeseen circumstances preventing the fulfilment of contractual obligations include (but are not limited to) seizure of the Provider’s servers on a court warrant, accident, unlawful actions of third parties, explosion and the like.

7.2. A Party which became aware of the occurrence of force majeure circumstances shall notify the other Party about it within fifteen calendar days after the occurrence of these circumstances.

7.3. In the event of occurrence of force majeure circumstances, the timeframe for fulfilment of obligations under this Agreement shall be extended for the duration of these circumstances and their consequences.

1. **Effective date and price of the Agreement, Agreement validity period, Agreement amendment and termination procedure**

8.1. The Customer may unilaterally discontinue the Provider’s Services at any time. In that case, no refund (including refund of prepayment for services) will be made.

8.2. The Provider may unilaterally deny service to the Customer at any time without explanation of reasons. In that case, the Provider will refund the payment for full months of the unused time of prepaid virtual hosting, virtual dedicated server lease and dedicated server lease services. No refund will be made for domain name registration (delegation) services. The Provider may suspend all or some of the services provided to the Customer if the Customer fails to respond to a Provider’s notice (administrative query) within 48 hours after sending the said notice (administrative query). The Provider may unilaterally terminate the Agreement with the Customer, if the Customer is in breach of this Agreement or the Service Terms and Conditions.

8.3. Registration of a domain name shall be suspended, canceled or transferred to another person in accordance with any specification, regulation or policy which the Registrar must comply with, or in accordance with any procedures of the Registrar or the Register if a Registrar’s or a Register Operator’s error in the domain name must be corrected or in the event of a dispute concerning a registered domain name.

8.4. If the quality of Services is not conformant with the terms and conditions of this Agreement, the Customer has the right to demand a refund from the Provider within 30 days after the date of payment for Services (with the exception of domain registration, transfer and prolongation services). Upon expiration of the aforementioned period, an ordered and paid-for service shall be considered duly delivered, in due time and in full, to the Customer by the Provider, and the Customer can no longer lodge complaints with the Provider concerning the quality, completeness and delivery timeframe of services.

8.5. This Agreement enters into force on the date of the conclusion hereof, and remains valid during 365 days.

8.6. The Agreement price consists of the sum of all payments received by the Provider from the Customer for Services delivered during the past one year.

8.7. The Provider may unilaterally and regularly revise certain provisions of the Agreement or technical characteristics of Services provided to the Customer. If the Provider amends this Agreement, the Provider agrees to notify the Customer about it by sending the relevant notice to the Customer by e-mail or in any other manner agreed upon by the Parties, and to simultaneously post the said amendments on its website.

8.8. In any event, regardless of whether the Customer was informed about amendments to the Agreement via a link sent to the Customer by e-mail or in any other manner agreed upon by the Parties, the said amendments shall enter into force upon expiration of 30 calendar days after they were posted on the Provider’s website.

8.9. If the Customer accepts the amendments, this Agreement shall remain in effect in the amended form.

8.10. If the Customer does not accept the amendments to this Agreement, the Customer agrees to notify the Provider about their non-acceptance of amendments by an official letter mailed with confirmation of delivery or by an electronic letter bearing the Customer’s electronic digital signature. In that case, the Agreement shall be considered terminated as of the date when the Provider receives the said notice.

8.11. By entering into this Agreement, the Customer completely and unconditionally accepts all Annexes hereto: Service Terms and Conditions and Confidentiality Policy.

8.12. All aspects of the Parties’ relationship not regulated by this Agreement shall be regulated by the applicable provisions of Ukrainian law.

1. **Annexes to the Agreement**

9.1. All Annexes hereto represent fully incorporated parts of this Agreement.

9.2. Annex 1: Service Terms and Conditions.

9.3. Annex 2: Confidentiality Policy.

1. **Provider’s banking details**

Beneficiary’s name: Sole Proprietorship Bondarenko Oksana Vladimirovna

Beneficiary’s code: 3036007104

Beneficiary’s account in the IBAN format: UA333052990000026004016715775

Beneficiary’s bank: PrivatBank CB JSC