

## PUBLIC CONTRACT (OFFER)

### for the provision of server hosting services

This agreement is an official and public offer of the Seller to enter into a contract for the sale of services presented on the website <https://vpshive.net>. This agreement is public, i.e., in accordance with Article 633 of the Civil Code of Ukraine, its terms and conditions are the same for all buyers regardless of their status (individual, legal entity, individual entrepreneur) without giving preference to one buyer over another. By entering into this Agreement, the Buyer fully accepts the terms and conditions and the procedure for placing an order, paying for the service, refund, liability for a bad faith order and all other terms of the Agreement. The Agreement is considered concluded from the moment you click the "Confirm Order" button on the checkout page in the "Cart" section.

#### 1. Definition of terms

1.1. Public offer (hereinafter referred to as the "Offer") is a public offer of the Operator addressed to an indefinite number of persons to conclude a contract for the sale of services remotely with the Operator (hereinafter referred to as the "Agreement") on the terms and conditions contained in this Offer.

1.2. Service - the object of the agreement of the parties, which was selected by the Client on the website of the online store and placed in the basket, or already purchased by the Client from the Operator remotely.

1.2. Online Store - the Operator's website at [www.vpshive.net](http://www.vpshive.net) created for the conclusion of sales contracts on the basis of the Client's familiarization with the description of the service offered by the Operator via the Internet.

1.3. The Client is a legally capable individual who has reached the age of 18, receives information from the Operator, places an order for the purchase of a service presented on the website of the Online Store for purposes not related to the implementation of entrepreneurial activities, or an individual entrepreneur.

1.4. The Operator is an individual entrepreneur Bastruk Dmytro (identification code 3284710076) acting in accordance with the current legislation of Ukraine, whose location is Ukraine, Dnipro, Darnitska st 9A, office 402

#### 2. Subject of the Agreement

2.1. The Operator undertakes to provide the Client with the service, and the Client undertakes to pay for the service under the terms of this Agreement.

2.2. The date of conclusion of the Offer Agreement (acceptance of the offer) and the moment of full and unconditional acceptance by the Client of the terms of the Agreement is the date of filling out the order form by the Client

located on the website of the Online Store, provided that the Client receives an order confirmation from the Operator in electronic form.

### 3. Ordering the Order

3.1. The Client independently places an order in the Online Store through the "Shopping Cart" form, or by placing an order by e-mail specified in the contacts section of the Online Store.

3.2. The Operator has the right to refuse to fulfill the Client's order if the information provided by the Client when placing the order is incomplete or raises suspicion about their validity.

3.3 When placing an order on the website of the Online Store, the Client undertakes to provide the following mandatory information required by the Operator to fulfill the order

3.3.1. Surname, name of the Client;

3.3.2. Contact phone number.

3.3.3. Identification code for a legal entity or individual entrepreneur.

3.4. The name, quantity, price of the service selected by the Client are indicated in the Client's basket on the website of the Online Store.

3.5. If either Party to the Agreement requires additional information, it has the right to request it from the other Party. In case of failure to provide the necessary information by the Client, the Operator is not responsible for providing quality services to the Client.

3.6. When placing an order via e-mail (clause 3.1. of this Offer), the Client undertakes to provide the information specified in clauses 3.3 - 3.4. of this Offer.

3.7. The Client's acceptance of the terms of this Offer is carried out by the Client entering the relevant data in the registration form on the website of the online store or when placing an Order via e-mail. After placing the Order, the Customer's data is entered into the Operator's database.

3.8. The Client is responsible for the accuracy of the information provided when placing the Order.

3.9. By concluding the Agreement, i.e. accepting the terms of this offer (the proposed terms of purchase of the service), by placing an Order, the Client confirms the following:

a) The Client is fully and completely familiarized with and agrees to the terms of this offer (offer);

b) he/she authorizes the collection, processing and transfer of personal data, the permission to process personal data is valid for the entire term of the Agreement, as well as for an unlimited period after its expiration. In addition, by entering into the Agreement, the Client confirms that he/she has been notified (without additional notice) of the rights established by the Law of Ukraine "On Personal Data Protection", of the purposes of data collection, and that his/her personal data is transferred to the Operator in order to fulfill the terms of this Agreement, to make mutual settlements, and to receive invoices, acts and other documents. The Client also agrees that the Operator has the right to provide access to and transfer his/her personal data to third parties without any additional notifications to the Client in order to fulfill the Client's order. The scope of the Client's rights as a subject of personal data in accordance with the Law of Ukraine "On Personal Data Protection" is known and understood by the Client.

## 4. Price

4.1 Prices for services are determined by the Operator independently and are indicated on the website of the Online Store. All prices for services are indicated on the website in UAH.

4.2 Prices for services may be changed by the Operator unilaterally depending on market conditions. At the same time, the price of a separate unit of service, the cost of which is paid by the Client in full, cannot be changed unilaterally by the Seller.

4.3. The Client's obligations to pay for the service are considered fulfilled from the moment the Operator receives funds to his account.

## 5. Rights and obligations of the Parties

5.1. The Operator is obliged to:

5.1.1. Ensure the proper functioning of the infrastructure, taking full responsibility for eliminating problems arising in this area.

5.1.2. Not to disclose any private information about the Client and not to provide access to this information to third parties, except as provided by applicable law.

5.1.3. Provide the services paid for by the Client in full.

5.2. The Operator has the right to:

5.2.1 To change the terms of this Agreement, as well as prices for services, unilaterally by posting them on the website of the Online Store. All changes

come into force from the moment of their publication.

5.2.2 Temporarily suspend the operation of the Client's servers if necessary for maintenance, repair or as a result of hacker attacks, natural disasters and similar circumstances.

5.2.3 Terminate the provision of hosting services at its sole discretion, immediately and without prior notice in the following cases

- a. Violation of the terms of this Agreement by the Client.
- b. Distribution of personal information by the Client, violation of copyright, related and intellectual rights.
- c. Posting false information or slander.
- d. In case the Client uses its content and software to insult users, incite interethnic, ethnic or racial hatred, as well as propaganda of terrorism, violence and murder.
- e. Interfering with the normal and stable operation of servers, network resources and other resources of the Operator.
- f. Refusal of the Client to update his personal data or providing deliberately false information.
- j. The Client's use of abusive or profane language in communication with the Operator's employees, as well as spreading slander against the Operator.

5.3 The Client undertakes:

5.3.1 Before concluding the Agreement, familiarize yourself with the content of the Agreement, the terms of the Agreement and the prices offered by the Operator on the website of the Online Store.

5.3.2 Ensure the confidentiality of the Operator's information, including, but not limited to, data that can be used to attack the Operator or may harm its business reputation. The Client is strictly prohibited from disseminating any materials or data related to the Operator's infrastructure, its network structure, potential vulnerabilities in its infrastructure, as well as any data required to access the Operator's resources.

5.3.3 Assume responsibility for controlling and moderating the content, software, and information materials placed on the Operator's server in order to ensure their compliance with the requirements of the current legislation of the countries in which the Client operates.

5.3.4 Be responsible for solving problems related to the operating system and software installed on the Client's virtual server, unless the Client has ordered infrastructure administration and technical support services.

5.3.5 Be responsible for controlling and moderating the content, software, and information materials placed on the Operator's server in order to ensure their compliance with the requirements of the current legislation of the countries in

which the Client operates.

## 5.4 The Client has the right:

5.4.1 To use the hosting for any purpose that does not contradict the legislation of the countries within which the Client and/or the Operator operate.

5.4.2 To install their own software and/or operating systems on the virtual server, provided that such software and/or operating systems are legal, do not infringe copyrights, related rights, intellectual property rights, and comply with the current legislation of the countries where the Client and/or the Operator operate.

## 6. Refunds

6.1 When returning unused funds, a commission for accounting services in the amount of the equivalent of 100 UAH is deducted from the Client's personal account. In addition, the commission of the payment system is additionally withheld.

6.2 In case of a refund due to the impossibility of using the service ordered by the Client through the fault of the Operator, the refund is made without withholding a commission within 30 banking days, previously agreed with the Operator.

6.3 Refunds are not possible if the Client violates the terms of use of the Services.

6.4 If the Client has caused losses to the Operator through his/her fault, such as disconnection of servers, networks or the Operator's IP address getting into the ban list, the amount of expenses incurred by the Operator will be deducted from the amount of the Client's refund.

6.5 If the Customer has caused significant damage to the Operator's reputation, hosting or infrastructure, the Operator reserves the right to withhold the Customer's funds as compensation for the damage.

## 7. Liability

7.1. The Operator is not responsible for the content posted by the Client on

the server.

7.2. The Operator does not provide any guarantees regarding SLA (guaranteed availability), except for situations when the Client has ordered the service of administration and technical support of the infrastructure.

7.3. The Operator does not check the content/services on the Client's servers, except in situations where a reasonable complaint is received from third parties about the content/services provided by the Client.

7.4 The Operator is not responsible for hacker attacks, data leakage and other cases of damage to the Client's data or reputation if such events occurred as a result of the Client's actions or inaction.

7.4. The Operator has the right to temporarily suspend the operation of the Client's servers in case of maintenance, repair or as a result of hacker attacks, natural disasters and similar circumstances.

## 8. Confidentiality and protection of personal data.

8.1. By providing his personal data on the website of the Online Store when registering or placing an Order, the Client provides the Operator with his voluntary consent to the processing, use (including transfer) of his personal data, as well as to perform other actions provided for by the Law of Ukraine "On Personal Data Protection", without limiting the validity of such consent.

8.2. The Operator undertakes not to disclose the information received from the Client. It shall not be considered a violation if the Operator provides information to counterparties and third parties acting on the basis of an agreement with the Operator, including for the fulfillment of obligations to the Client, as well as in cases where the disclosure of such information is required by the current legislation of Ukraine.

8.3. The Client is responsible for keeping their personal data up to date. The Operator shall not be liable for poor performance or failure to fulfill its obligations due to the irrelevance of information about the Client or its inconsistency with reality.

## 9. Other terms and conditions

9.1. This Agreement is concluded on the territory of Ukraine and is valid in accordance with the current legislation of Ukraine.

9.2. All disputes arising between the Client and the Operator shall be settled through negotiations. In case of failure to resolve the dispute through negotiations, the Client and/or the Operator shall have the right to apply to the

judicial authorities for resolution of the dispute in accordance with the current legislation of Ukraine.

9.3. The Operator shall have the right to unilaterally amend this Agreement in accordance with clause 5.2.1. of the Agreement. In addition, amendments to the Agreement may also be made by mutual agreement of the Parties in the manner prescribed by the current legislation of Ukraine.

Dnipro, Darnitska st 9A, office 402

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