

TERMS AND CONDITIONS AGREEMENT

Limited Liability Company 2 Cloud, unified registration number 40103938518, hereinafter referred to as the Service Provider, represented by Member of the Board Ilona Viktorovna Vysotskaya, acting on the basis of the Charter, on the one hand, hereinafter referred to as the Customer, enter into this Agreement (hereinafter referred to as the Agreement) on the following:

1. General Provisions

1.1 The Service Provider shall undertake:

1.1.1. Provide the Customer with the paid services to the fullest extent and within the agreed time frames, as well as provide the necessary software and equipment.

1.1.2. In the event of a break in the provision of paid services, take whatever action is possible to eliminate the causes of downtime of services and to resume the correct functioning of services as soon as possible.

1.1.3. Maintain accounting of services consumed by the Customer.

1.1.4. Maintain confidentiality of Customer information received from him/her during registration, as well as the content of private e-mail messages or other communication channels, except as otherwise required by the applicable legislation.

1.2. The Customer shall undertake:

1.2.1. Timely pay for the services of the Service Provider.

1.2.2. Monitor the status and timely replenish his/her account in the accounting system of the Service Provider.

1.2.3. Indicate reliable information about him/her, both during initial registration in the Service Provider's system, and when changing information.

1.2.4. In the event of technical problems, immediately inform the Service Provider;

1.2.5. Provide confidential storage and prevent compromise of credentials.

1.2.6. Immediately notify the Customer in the event of loss of credentials or reasonable suspicions regarding a breach of confidentiality (compromise) of credentials.

1.2.7. Provide reliable contact information and his/her details and immediately notify about changes in contact information and details.

2. Terms of Service

2.1. The Customer shall agree that all services provided may be used only for legal purposes.

2.2. The Customer shall agree not to use the services provided for:

2.2.1. Creation, storage or transmission of information, the dissemination of which is contrary to the legislation of the Customer's country and/or website location.

2.2.2. Creation, storage or transmission of any information that contains viruses and/or other malicious components or any other components equivalent to them.

2.2.3. Storage, reproduction or transmission of information, in whole or in part, protected by copyright and/or related rights without the written permission of the owner of the rights.

2.2.4. Creation, publication or transfer of pornographic materials (the Service Provider reserves the right to determine the materials of pornographic nature).

2.2.5. Creation, storage and publication of information that inclines towards the commitment of unlawful acts.

2.2.6. Creation, storage and publication of information containing calls for terrorist activities or justifying terrorism, or any other extremist materials.

2.2.7. Creation, storage and publication of materials containing information about techniques, methods of development, manufacture and use, places of purchase of narcotic drugs, psychotropic substances.

2.2.8. Mass mailing of any information via e-mail or instant messaging systems (Skype, ICQ, Viber, etc.) without prior coordination with the addressee (spam).

2.2.9. Creation, storage and publication of information aimed at discriminating against people on racial, religious, gender, age, ethnic and other grounds.

2.3. The Customer shall acknowledge that he/she undertakes not to perform any actions hindering the normal operation of equipment and software, websites or computers (hereinafter – the Resources).

2.4. In particular, the Customer shall agree not to use the services provided for:

2.4.1. Interfere with other users in the use of the Resources.

2.4.2. Unauthorised access to any Resources.

2.4.3. Falsification or substitution of IP-address (-es), or any other identification features used in network protocols, during data transmission.

2.4.4. Performing actions aimed at disrupting the normal functioning of network elements.

2.4.5. Decoding or any other method of technical analysis of software without the written permission of the copyright holder.

2.4.6. Malicious scanning or testing of the security system of the Resources.

2.4.7. Scanning ports of other servers connected to the Internet.

2.4.8. Obtaining unauthorised access to any resource of the Customer's network and/or the Internet.

2.4.9. Generation of directed excess traffic leading to the failure of other servers connected to the Internet.

2.5. The Service Provider shall be entitled to control the information that the Customer creates, publishes, sends, or stores as part of the provision of services to the Customer. The Service Provider shall not be responsible for the information placed by the Customer on the equipment of the Service Provider.

2.6. The Customer shall agree to use licensed software on the resources of the Service Provider. The Customer shall be solely responsible in the event of unauthorised use of the software or violation of license agreements of third parties.

2.7. The Service Provider shall not be responsible for the performance and compatibility of the software developed by the Customer or third parties.

3. Conditions for early termination of services

3.1. The Customer and the Service Provider shall agree that resources are provided for fair use. In the event of excessive or unfair use of resources, the Service Provider reserves the right to revise the tariffs for the provision of resources or terminate the agreement ahead of schedule.

3.2. The Service Provider shall be entitled to suspend the provision of services to the Customer until written explanations are provided in case of violation of the conditions provided for in clauses 2.1 and 2.2 or improper performance of obligations of clause 1.2. In the event of refusal to provide an explanation, the Service Provider shall be entitled to completely stop providing services to the Customer.

3.3. The Service Provider shall be entitled to suspend, block or prohibit the use of the Customer's software in the event that the operation of such software leads or may lead to emergency situations and/or failure to fulfil the obligations of clauses 2.2, 2.5.

3.4. The Customer shall independently take all necessary measures to resolve possible disputes and claims of third parties.

3.5. The Customer shall undertake to fully reimburse the Service Provider for the costs and losses associated with the compensation of demands and/or claims and/or lawsuits of third parties in the event of failure to fulfil the obligations stipulated in clauses 2.1 and 2.2

3.6. In the event of termination of the agreement by mutual agreement of the parties, the refund for unused resources shall be made only to the Customer's account upon submission of a written application. Refunds shall not be made to third party accounts.

4. Responsibility of the parties

4.1. In the event of demands and/or claims and/or lawsuits of third parties related to a violation by the Customer of any of the obligations stipulated in clauses 2.1 and 2.2, the Customer shall independently take all necessary measures to resolve possible disputes, in which case the Customer shall agree to fully compensate the Service Provider expenses and losses associated with the compensation of the above demands and/or claims and/or lawsuits of third parties.

5. Personal data processing

5.1. The Customer shall give his/her written consent to the processing and storage of his/her personal data provided for in clause 1.2. The Service Provider shall undertake not to transfer personal data to third parties, save and except official requests in the framework of administrative or criminal claims of third parties.

5.2. The Service Provider shall be entitled to store the data specified in clause 1.2 for 5 years after the termination of the agreement.

5.3. The Customer shall independently store and ensure the confidentiality of the account in the Service Provider's register and agree not to transfer the credentials to third parties.