

AGREEMENT No \_\_\_\_\_

for paid service provision.

This Agreement is a public offer.

Chelyabinsk city

“\_\_” \_\_\_\_\_ 2019

Limited Liability Company "ITK" (hereinafter referred to as the "Contractor"), represented by the representative M.S. Nechaev, acting on the basis of power of attorney No 6 since 29.09.2017, publishes this Agreement, which is a public contract (offer) to legal entities, individuals (hereinafter referred to as "Customer") in accordance with clause 2 of Article 437 of the Civil Code of the Russian Federation.

This Agreement is published on the Contractor's website <https://profitserver.ru/en>.

Acceptance of the terms of this Agreement (acceptance of an offer) by an individual or a legal entity

is carried out by putting a "tick" (a mark) in the field "I agree" when registering on the Contractor's website <https://profitserver.ru/en>.

A legal entity or individual accepting the offer becomes the Customer (in accordance with clause 3 article 438 of the Civil Code of the Russian Federation). The offer acceptance is tantamount to concluding a contract on the conditions set forth in the offer.

#### TERMS AND DEFINITIONS

**A domain name** is a specific letter sequence denoting the site name or used for electronic mailbox names, it starts and ends with the Latin alphabet letter or a number. Intermediate characters can be Latin alphabet letters, numbers or hyphen.

**Domain name registration** is domain name information entry into the Registry. The domain name re-registration is entry into the Register of the information on 1 year extension of the registration validity.

**The registry** is a centralized domain database set containing information about registered domain names.

**SPAM** is mass e-mail, ICQ and other mostly advertising message distribution.

**Dedicated server** is a server belonging to the Contractor, whose resources are at the disposal of the Customer.

**OS** is operating system.

**SW** is software.

**IP address** is a device address in the Internet.

**Account** is the data about the Customer specified in the section "Payers".

**Registrar** is a legal entity providing domain name registration service and necessary information transfer to the Register with which the Contractor completed the contract.

**Traffic** is the data amount transmitted over the network.

**Ticket system** is a message exchange system for the Customer and the Contractor, sending / receiving requests through the electronic form located in the Customer's account control panel at <https://world.profitserver.ru/billmgr>.

**The reporting period** is the period from the first to the last day of the inclusive calendar month of the services provided.

**The control panel** is a web interface presented to the Customer by the Contractor for service management.

**Order in the Control Panel** is selection (variety change) of the services rendered by the Contractor, carried out by the Customer through the services provided by the Control Panel.

**DDoS-attack** is cyberattack to the Customer's resources by means of distributed infrastructure (BotNet) in order to reduce quality or stop the Customer's service operation, and, as a consequence, to disrupt the normal service provision by the Contractor.

#### 1. THE SUBJECT OF THE AGREEMENT

1. During the validity period and in accordance with the Agreement terms and Annexes, which are an integral part of this Agreement, the Contractor undertakes to provide the Customer with the services provided from the site <https://profitserver.ru/en>, as well as in the Control Panel on <https://world.profitserver.ru/billmgr> services for the use of computing power and other information and technical services (hereinafter referred to as the "Services"), and the Customer undertakes to pay for the Services in accordance with the procedure established by this Agreement, specified in the relevant Appendices to this Agreement, tariffs.

2. In accordance with this Agreement terms and Annexes, the Contractor takes over obligations to provide Services for activation, deactivation and modification of the parameters of the Services provided.

3. The list of services provided to the Customer, their charging and features, guarantees and technical properties, cost, volume, as well as the procedure for the service provision are specified in the Annexes to this Agreement.

## **2. PARTIES` RIGHTS AND OBLIGATIONS**

### **2.1. The Contractor undertakes to:**

1. provide the Customer with the Services in an appropriate manner, in the amount and within the terms provided for in this Agreement and Annexes thereto;
2. notify the Customer via electronic communication about planned technical breaks in the Service provision;
3. inform about the Service consumer quality changes by publishing such information on the website of the Contractor in case of the Service consumer quality changes <https://profitserver.ru/en>;
4. remedy in the service work within 5 (five) working days in case that failors feature the Contractor's area of responsibility. In the Contractor's area of responsibility there is equipment that is owned or rented by the Contractor, or owned or rented by third parties, attracted by the Contractor;
5. fulfill duly all the conditions of this Agreement and its Annexes.

### **2.2. The Contractor has the right:**

1. to check termand restriction compliance when using the Customer`s Services;
2. to make changes in the Service technical properties and features, aimed at improving consumer quality of the Services provided that volume of the functions available to the Customer will not be reduced when the Services are used;
3. to attract third parties in fulfilling his/her obligations under the Agreement, be fully liable for their actions;
4. to demand additional payment from the Customer if, through the fault or initiative of the latter, the volume of actually rendered Services exceeded volume of services provided for by the terms of this Agreement, the Annexes to it and Order in the Control Panel;
5. in case of non-receipt of payment from the Customer or receipt of unfull payment, to suspend immediately the Service provision until payment, notifying the Customer thereof, and in case the delay in payment will exceed three (3) days from the date of invoicing by the Contractor - unilaterally terminate this Agreement. In case of termination of the Agreement for the specified reasons, the Customer will be still obliged to repay the debt;
6. amend this Agreement terms and Annexes unilaterally, having previously notified the Customer by publishing the relevant announcement on the Contractor's website <https://profitserver.ru/en>. If the Customer did not terminate the Agreement before new tariff and / or service provision condition entry, then the changes in the terms and conditions of this Agreement and its Annexes, tariffs, the relevant part are not considered to be accepted by the Customer;
7. to suspend provision of the Services to the Customer immediately, with or without prior notification, including disabling the Customer's software or hardware (including in case of withdrawal, confiscation of the Customer's software or hardware, etc.), on the basis of an official order of the authorized state authority in accordance with the legislation of the Russian Federation;
8. suspend provision of the Services to the Customer immediately, with or without prior notice, including number to disable the Customer`s software or hardware in the following cases:
  - violations by the Customer of the Rules for the service use;
  - discover of a DDoS attack aimed at the Customer`s equipment or network resource in case an attack

bypasses the protection mechanisms used by the Contractor; · If the service provision can be dangerous for the state security and defense capacity, people`s health and safety;

· Customer's violation of the Equipment Operating Rules; · Actions or inaction of the Customer, capable to failure technical and / or software means of the Contractor and third parties;

· Customer's actions aimed at the normal Internet network element operation disruption; · The Customer's other actions, directly prohibited, or not provided for by the contract, but representing the administrative offense or a criminal offense, or violating the rights and legitimate interests of the third parties;

9. During the whole term of this Agreement in case of doubt in the reliability provided by the Customer, request additional information and / or confirmation provided. The request is sent by e-mail to the Customer's contact address.

If this information is not provided by the Customer within 3 (three) calendar days from the moment of the first request sending, then the Contractor has the right:

- to reject the Customer's application for the new Service;
- to suspend the Services provision to the Customer;
- to reject the Customer's application for the extension of the term of the Service provision.

The above limitations are removed within 3 (three) working days from the date of submission by the Customer of the requested information.

In case of failure to provide the required information within 10 (ten) calendar days from the date of the first request sending, the Contractor has the right to terminate this Agreement; pan>

10. to suspend the Service provision for the time required for the network preventive (routine) work implementation and at the Contractor's objects;

11. The Contractor undertakes to notify the Customer in advance via electronic communication about preventive (routine) works in networks and at the Contractor's facilities;

12. the time for suspension of services for the reasons specified in subparagraphs 2.2.5., 2.2.7., 2.2.8.,

9. and 2.2.11. of this Agreement is not considered a break in the provision of the Services and can not be regarded as violation by the Contractor of its obligations under this Agreement. The suspension time is obliged to be paid in accordance with the terms of this Agreement and its Annexes;

13. Contractor can require additional verification and identification data (KYC) from Customer in cases it is necessary.

14. Other Contractor`s rights are listed in the Agreement and Annexes thereto.

### **2.3. The Customer undertakes:**

1. to use the Services only in accordance with the terms of this Agreement and Annexes thereto;

2. to accept and pay for the Contractor's Services in time in the amount and within the terms established by the Contract and Annexes thereto;

3. to let the Contractor check the condition and restriction compliance in the process of the Service use;

4. to maintain independently operability of communication channels and / or equipment necessary for receipt of the Services and being irliable for the Contractor`s actions.

In the Contractor's area of responsibility there are communication channels and equipment owned or rented by the Contractor;

5. to provide the Contractor with the materials, documents and information necessary for the performance of the Contractor's obligations under this Agreement;

6. to provide and update, in case of changes, the contact information of the Customer's contact persons through the ticket system within 3 days from the date of such changes;

7. to ensure the confidentiality of his/her accounting information (assigned to the Customer's login and password). The Customer is fully liable for consequences of authorization data loss;

8. to look through the official information related to the provision of Services published on the website of the Contractor <https://profitserver.ru/en> at least once a week;

9. to fulfill all the conditions of this Agreement properly.

#### **2.4. The customer has the right:**

1. to use the Contract's Services within the limits established by the Contract and Annexes thereto;

2. to transfer his/her rights and obligations under this Agreement to other individuals or legal entities only by the Contractor's written permission;

3. to use the Services in conjunction with any third parties, including at no cost;

4. to exceed parameters of the Services fixed in the Agreement and Annexes thereto, Order in the Control Panel taking into consideration the provisions of § 2.4.5.1. of this Agreement;

5. to use the Services subject to the following restrictions:

1. Services provided do not have guaranteed protection from errors, or incorrect actions in the process of the Service usage;

2. In case of exceeding by the Customer of the pointed out in the Agreement and Annexes thereto, in the Order in the Control Panel of the Service quantitative parameters, its qualitative parameter deterioration is allowed.

2.4.6. to apply to the Contractor for the additional service provision to the Customer;

2.4.7. to change the ordered Service volume provided that the Contractor notifies the Contractor via the ticket system not later than 10 working days prior. The specified changes come into force from the moment of changing of the parameters of the Service in the Control Panel;

2.4.8. to refuse from the ordered services provided that the Contractor notifies the Contractor via the ticket system not less than 10 working days prior and on the terms specified in clause 7.11. The refusal becomes valid from the moment the Service is disconnected in the Control Panel;

2.4.9. to back up her/his data by himself/herself at a frequency allowing her/him to avoid the data loss at maximum in case of breaks within the Service provision caused by the accident and other reasons beyond the Contractor's control;

2.4.10. Other Customer's rights are reflected in the Agreement and Annexes thereto.

### **3. SERVICE PROVISION AND RECEIPT PROCEDURE**

1. Interaction of the contact persons of the Customer and the Contractor in the process of the provided service consumption, is carried out through the centralized Contractor's support service in accordance with the rules, published on the Contractor's website <https://profitserver.ru/en>. The Customer's contact persons are indicated in the Customer Account Control Panel at <https://world.profitserver.ru/billmgr> for interaction with the Contractor.

2. In case of unsatisfactory quality or breaks in the process of the Service usage, the Customer's contact person reports to the Contractor's Support Service. The Service usage break period starts from the moment of confirmation by the Contractor of information from the registered application of the Customer's contact person and ends at the moment of informing the Customer's contact person about the serviceability resumption.

3. The Service provision and acceptance is made on the basis of the Service Provision-Acceptance Act, which can be formed by the Customer independently on the Control Panel. Act of the executed works can be sent as a hard copy to the Customer via post service if he/she requests .

4. At the end of the reporting period, the Contractor forms an electronic bill, Service Provision-Acceptance Act placed on the Client Panel, where they are available to the Customer for viewing and printing out.

5. Within 3 (three) business days from the date of the Service Provision-Acceptance Act, the Customer is obliged to send to the Contractor 1 (one) copy of the Service Provision-Acceptance Act signed by him/her or written motivated refusal to accept the services rendered by mail with notification, or to deliver by courier. If the Customer has no objections, the Contractor signs the Service Provision-Acceptance Act received from the Customer and returns 1 (one) copy to the Customer.

6. In case of failure to submit a reasoned refusal and the Customer's failure to fulfill the conditions for acceptance of the Services in the established period, the Services are considered to be rendered in full volume and of the proper quality, accepted by the Customer and payable. returns 1 (one) copy to the Customer.

6. In case of the Customer's failure to submit a reasoned refusal and to fulfill the conditions for acceptance of the Services in the established period, the Services are considered to be rendered in full volume and of the proper quality, accepted by the Customer and payable.

#### **4. THE SERVICE COST**

1. Cost of the Services rendered to the Customer within the framework of this Agreement is determined in accordance with the tariffs specified in the Price List, which is an Annex to this Agreement, the Order in the Control Panel.

2. Volume and cost of the Services rendered to the Customer for each month of operation of this Agreement shall be determined only on the basis of the indications of the Contractor's own records in accordance with the Service Price list. If through the fault or initiative of the Customer, volume of actually rendered Services exceeded volume of the Services provided for by the terms of this Agreement, the Annexes thereto, the Order in the Control Panel, the Customer is obliged to pay the cost of the Services received in excess of those established by this Contract, Annexes thereto, Order in the Control Panel. The basis for invoicing to the Customer for the services rendered are the data obtained with the help of the Contractor's accounting instruments. In connection with application of the simplified taxation system, on the basis of Article 346.11, paragraph 2 of the RF Tax Code, the Contractor is not considered as a taxpayer of the value-added tax. Based on the foregoing the invoices are not issued.

4.3. The cost of actually rendered Services is taken into account in entire rubles without kopecks. In case of receipt of fractional sums, they are must be rounded up. The Services are provided by the Contractor subject to a positive balance on the Customer's account in the Control Panel.

#### **5. PAYMENT PROCEDURE AND PERIOD**

1. Payment for Services under this Agreement is made by the Customer monthly by transferring of the advance payment in the amount of 100% (one hundred) of the Service cost within 5 (five) business days from the date of invoicing by the Contractor. The Customer can independently create an account in the Control Panel of the Contractor at the address <https://members.profitserver.ru/billmgr>. In case of an independent account creation by the Customer in the Control Panel the Customer independently chooses the tariff and determines the Service provision period.

2. The date of fund receipt to the Contractor's settlement account is considered the payment date. Payments under the Contract are made by the Customer to the Contractor's address to the details specified in the invoice. All costs associated with the fund transfer to the Contractor's settlement account are paid by the Customer.

3. The cost of additional services rendered to the Customer may be included by the Contractor in the monthly invoiced account, or a separate invoice may be issued for the cost of the Services rendered. In case of a separate invoice, it is payable within 5 (five) business days from the date of its issue.

The Customer can independently create an account in the Contractor's Control Panel at <https://members.profitserver.ru/billmgr> and pay for it within 5 (five) working days from the creation date.

#### **6. INTERACTION OF THE PARTIES**

1. The order of interaction of the Parties in the process of the Service provision, including the procedure and forms of information exchange between the Parties, the procedure for mutual settlements of the Parties is determined by the Rules for the Use of Services, Annexes to this Agreement, the rules published on the Contractor's website at <http://profitserver.ru/>.

#### **7. RESPONSIBILITY OF THE PARTIES**

1. The Parties are liable in accordance with the current legislation of the Russian Federation for failure to fulfill or improper performance of their obligations under this Agreement.

2. Each of the Parties is solely liable for observation of the rights of third parties to the results of intellectual activity in respect of the hardware and software used by its employees.

3. In accordance with Art. 44 of the Federal Law "On Communications", the Contractor has the right to suspend access to the Services in the event of a violation by the Customer of the terms of this Agreement and its Annexes, as well as of the current legislation of the Russian Federation.

4. Service provision suspension, including with the disconnection of the Customer's software or hardware, is performed before the Customer fulfills the Contractor's requirements for the elimination of violations, and does not cancel the Customer's performance of his/her obligations under the Contract, including monthly payment obligations.

5. If the Customer did not eliminate the violation caused the suspension of the Services within 3 (three) days from the date of the violation, the Contractor is entitled to terminate this Agreement with the Customer unilaterally without any refunds to the latter.

6. The Contractor is liable for indirect damages to the Customer under no circumstances. The concept of "indirect damage" includes, but is not limited to, loss of revenue, profits, anticipated savings, business activity or reputation. The Contractor is liable for documented actual damage. In any case, the Contractor's liability, if any, is limited to the amount of the actual documented damage and can not exceed 100% (one hundred) of the amount of the Services paid in the previous reporting period.

7. The Customer assumes all responsibility for claims of third parties caused by the Customer's activities, including contracts for the provision of services, which are partially or completely carried out by the Customer through the Services of the Contractor.

8. Compensation is recorded in the form of the recalculation of the amount of payment for the use of the Service in the period following the reporting period.

9. In case of late payment of invoices, the Contractor reserves the right to charge a penalty in the amount of 1/300 (one three hundredth) of the refinancing rate of the Central Bank of the Russian Federation effective on the date of payment of the refund from the unpaid amount for each day of delay.

10. Payment of a fine does not relieve the Customer from the performance of the obligations incumbent on him/her or the elimination of violations under this Agreement.

11. If the Customer refuses from the Services after the Agreement acceptance and the Service payment before the end of the minimum period for the provision of such Services, fixed in the relevant Annex, the funds are not returned to the Customer for the period actually remained until the end of the minimum term for the provision of the Services.

12. Unused funds remaining in the account may be returned to the Customer in the absence of violations of the law or network rules from the party during the period of using the Services.

For the return of funds, the Customer must provide through the ticket system in the control panel:

- Scan-copy of the completed and signed application for cancellation of the Agreement and return of unused funds;
- Scan-copy of the identity card - passport (for individuals);
- A screenshot confirming the fact of deposit from his/her wallet, or the scan of the card belonging to him/her.

The time for consideration of the application is 3 working days.

The above monetary funds are refunded after the payment system commission deduction.

7.15. The parties agreed that the lawful interest on the amount of debt for the period of using any funds for any monetary obligation of each of the Parties in accordance with Art. 317.1 of the Civil Code of the Russian Federation are not accrued and are not subject to payment to the opposite Party to the Agreement.

## **8. LIMITATION OF LIABILITY.**

8.1. The Contractor, observing the provisions of this Agreement, does not guarantee absolute continuity or infallibility of the Services as well as the software produced by third parties or any other materials used to provide the Services are completely protected from computer viruses and other malicious components. The Contractor undertakes to take all reasonable measures to protect information of the Customer.

8.2. The Contractor is not liable for the quality of public communication channels through which the service access is made.

8.3. The Customer assumes full responsibility and all risks associated with the use of the Internet through the resources and / or Services Provider.

8.4. In case any clause of this Agreement is not liable to literal execution, it is interpreted in accordance with the current legislation of the Russian Federation taking into account the initial interests of the Parties, while the remainder of the Agreement continues to operate in full. Non-execution by the Contractor of any point of this Agreement does not mean refusal to comply with this paragraph. The prevailing practice of behavior of the parties, or the practice of similar Service provision can not be the reason for this Agreement provision changes .

8.5. The Contractor is not liable to the Customer for the security of the sites posted within this Agreement.

8.6. The Contractor is not liable to the Customer for the safety of his/her data in case of theft or loss by the Customer of his/her credentials with access to the Services ordered under this Agreement.

## **9. CIRCUMSTANCES OF INTEGRATED POWER**

1. The parties are exempted from liability for partial or complete non-fulfillment of obligations hereunder, if it was a consequence of force majeure circumstances determined in accordance with paragraph 3 of Article 401 of the Civil Code of the Russian Federation and authorized by state authorities or government agencies.

2. If any of these circumstances directly affected the performance of obligations on time, established by this Agreement, this period is commensurate with the period of validity of the appropriate circumstance.

3. The party unfulfilling its obligations under the force majeure circumstances, specified in clause 8.1. of this Agreement must notify the other Party in writing of fact of occurrence of such circumstances and their impact on the implementation of the Agreement, as well as on the cessation of the circumstances arisen. A written notice from the relevant body confirming the fact of occurrence or termination of force majeure circumstances.

4. If the Party can't fulfill its obligations because of force majeure circumstances and does not notify the other Party of such circumstances within 10 (ten) days by any relevant document, such Party loses the right to invoke the above circumstances.

5. If the circumstances of force majeure operate consistently for two months and do not reveal any signs of termination, this Agreement may be terminated by either Party unilaterally by sending written notification to the other Party without obligation to recover damages.

## **10. CONFIDENTIAL INFORMATION.**

1. The Parties undertake not to transfer (not to disclose) to third parties commercial and organizational and technological information that is a secret for any of the Parties (hereinafter referred to as "Confidential Information") without third parties' consent in the following cases:

- there is no free access to such information on a lawful basis;
- such information has real or potential value due to its unknown to third parties.

2. The Party seized such information by virtue of the Agreement, must take appropriate measures to ensure its confidentiality.

3. Confidential information is subject to protection during the whole term of the Agreement.

4. In case the Customer is an individual, in accordance with Art. 6 of the Federal Law "On Personal Data" No. 152-FZ of July 27, 2006 for the period of concluding this Agreement, he/she agrees to the processing by the Contractor of his/her personal data, namely: name.patronymic.surname, passport data, location registered , phone / fax number, e-mail address.

5. The Contractor has the right to process the specified personal data in order to ensure the operation of this Agreement, including the provision of information and reference services to the Customer. Personal data processing refers to actions related to personal data, namely collection, storage, systematization, accumulation, clarification, usage, depersonalization, blocking and destruction.

6. By the fact of acceptance of the terms of this Agreement, the Customer expresses his/her consent to the storage and processing of personal data by the Contractor for the purpose of the Agreement execution.

7. The Customer agrees to the transfer of his/her personal data within the framework of the performance of this Agreement by the Contractor to third parties of the information specified in Art. 53 of the Federal Law "On Communications" No. 126-FZ of July 7, 2003.

## **11. DISPUTE SETTLEMENT**

1. In the presence of unresolved disputes between the Parties, disputes are considered in the Arbitration Court of the Chelyabinsk Region or in the court of general jurisdiction at the place of execution of the Agreement (if the Customer is an individual). The place of the Agreement performance is the Contractor's location.

2. In order to resolve technical issues in the Customer's fault determination as a result of his/her unlawful actions when using the Internet, the Contractor has the right to engage specialized organizations as experts independently. In case of the Customer's fault determination, the latter is obliged to reimburse the expenses for the examination performance within 10 (ten) days.

## **12. OTHER CONDITIONS**

12.1. The Agreement and all Annexes thereto fully exhaust the agreement between the Parties on the provision of the Services and abolish all other agreements and statements made either verbally or in writing prior to the Agreement acceptance.

12.2. Recognition of any provision of this Agreement as invalid does not entail invalidation of the remaining provisions of this Agreement.

12.3. The Contractor has the right to disclose information about the Customer only in accordance with the legislation of the Russian Federation.

12.4. The Customer is not entitled to transfer his/her duties under this Agreement without the written consent of the Contractor.

12.5. None of the Parties has the right to disclose any technical, commercial, or other information related to the implementation of this Agreement without the written consent of the other Party. This restriction does not apply to the fact that the Parties have entered into this Agreement.

12.6. The parties agreed to use copies of documents transmitted by electronic means of communication, including the text of this Agreement, along with its originals, as well as instead of them, until the original documents are sent by the relevant party.

## **13. AGREEMENT TERM AND TERMINATION.**

1. This Agreement enters into force upon its acceptance by the Customer and is valid for 12 months.

2. The term of the Agreement is automatically extended for each subsequent 12 months if neither Party stated its intention to terminate the provision of the Services no less than 30 (thirty) days before the expiry of the Agreement in the following order:

2.1. The Customer sends via the ticket system in the control panel:

- Scan-copy of the completed and signed application for the Agreement termination;
- Scan-copy of the identity card - passport (for individuals);

2.2. The Contractor sends the application specified in clause 13.2. in electronic form via e-mail to the Customer's address.

3. The automatic extension of the Agreement term is established for an unlimited period.

4. This Agreement may be terminated ahead of schedule by agreement of the Parties.

5. If the Agreement is terminated before the expiration of the paid period, the Contractor returns the cost of unused Services. No funds are returned for the period actually remaining until the end of the minimum period for the provision of services, which is specified in the relevant Annexes.

6. The Contractor is entitled to terminate this Agreement unilaterally in the cases provided for by this Agreement, Annexes thereto and the current legislation of the Russian Federation.

## **14. LIST OF ANNEXES TO THE AGREEMENT**

Annex №1. Domain registration services

Annex №2. "Virtual hosting" service

Annex №3. Services for a virtual server provision



Annex №4. Services for a physical server provision  
Annex № 5.Rules of service usage  
Annex №6. The rate driver.

## 15. ADDRESSES AND REQUISITES OF THE PARTIES

### Performer

LLC "ITK"

TIN 7451351029, check point 745101001  
454091, Russian Federation, Chelyabinsk city,  
54 B Ordzhonikidze Street,  
non-residential premise 3,  
Mailing address: 454091, Russian Federation,  
Chelyabinsk city, 54 B Ordzhonikidze Street,  
non-residential premise 3,  
Tel: +7 (351) 267-12-34,  
Fax: +7 (351) 267-13-66  
General questions, sales department:  
E - mail: info@profitserver.ru  
Technical support service:  
E - mail: bill@profitserver.ru  
Accounting (acts, invoices, payments):  
E - mail: [117@chelsignal.ru](mailto:117@chelsignal.ru)

### Subscriber

\_\_\_\_\_

Passport: \_\_\_\_\_

Postal address: \_\_\_\_\_,

Tel: \_\_\_\_\_

### Signatures of the parties

LLC "ITK"

Representative

\_\_\_\_\_ / M.S.Nechaev

\_\_\_\_\_ / \_\_\_\_\_

## **Annex No. 1**

Domain registration services

### **1. DESCRIPTION OF THE SERVICES**

1. The Contractor, based on the Customer's requests, taking into account the specifics established in the Agreement, provides Services for registration and support of second-level domain names in RU and SU domains and others in accordance with the schedule below (hereinafter referred to as the "Services"), and the Customer undertakes to accept and pay for these Services in accordance with the terms of the Agreement. Domain name registration is entry of information about a domain and its Administrator in a central database in order to ensure uniqueness of domain use, as well as obtaining of rights to administer a domain.

2. The Contractor provides additional Services for the installation and configuration of Primary DNS and Secondary DNS on the Contractor's servers on the basis of the Customer's Applications.

3. The Contractor takes all actions depending on him/her for registration of the domain name chosen by the Customer. At the same time, he/she does not guarantee to the Customer that the domain name chosen by him/her will not be occupied by the third party during the execution of technical procedures for registration.

4. The Parties recognize the compulsion to comply with the terms of the following documents in the current edition of the legal acts (hereinafter referred to as "Regulatory Documents"), including the their change order established in them:

"Rules for the registration of domain names in RU domain" approved by the Decision of the Coordination Center of the national domain of the Internet (published on the website of the Coordination Center of the national domain of the Internet <<http://www.cctld.ru/en/docs/>>);

"Regulations on the registration of domain names in the SU domain", approved by the Fund's Supervisory Board (published on the website of the Foundation for Internet Development <<http://www.fid.su/su/docs/rules/>>);

The procedure for registering and renewing of domain name registration in other zones is carried out in accordance with the rules established by the registrar of LLC "Ragtime" (<<http://www.webnames.ru/termcond.pl>>).

5. Domain names are registered in accordance with the Agreement, this Annex and regulatory documents.

6. The minimum period for the Service provision is 1 (one) year.

7. The term for the beginning of the Service provision by the Contractor does not exceed five (5) business days from the date of payment receipt by the Contractor, unless otherwise provided by the Regulatory Documents. The Contractor has the right to change (to extend commensurately) the period for the beginning of the provision of the Services in case the Customer did not provide within the agreed time limits documents and information required by the Contractor for the above Service provision.

### **2. PECULIARITIES OF SERVICE PROVISION**

1. The domain is considered registered and the Service for domain registration is considered provided from the moment of assignment to the registered domain of registered (REGISTERED) status in the Registry.

2. The service for renewal of domain registration is considered provided at the moment of entry in the Register of information on the renewal of registration. At the same time, domain registration is extended for 1 (one) year from the previously established expiration date for the domain registration.

3. Under the Agreement and this Annex, the Customer has the right to register any number of domains in his/her name. The administrator of the registered domains is the person indicated as a domain administrator by the Customer's representative through the Contractor's Control Panel.

4. Registration of domain names in the RU zone is carried out in accordance with the current version of the document of the Coordination Center of the national domain of the Internet "Rules for Registration of Domain Names in the RU domain", published on the website <<http://www.cctld.ru/>>.

5. Registration of domain names in the .SU zone is carried out in accordance with the current version of the document of the Internet Development Fund "Regulations on the registration of domain names in the SU domain" published on the website <<http://www.fid.ru/>>.

6. The Customer independently monitors the current state of information about domains and objects registered by the Customer in the database of the Contractor.

### **3. OTHER CONDITIONS**

3.1. This Annex is an integral part of the Agreement.

#### **Annex No. 2**

"Virtual hosting" service

#### **1. DESCRIPTION OF THE SERVICE**

1. The Contractor provides the Customer with the Services for hosting of the Customer's Web sites on the Contractor's server, storing, receiving and forwarding electronic messages using the POP3, IMAP, SMTP protocols.

2. The minimum period for the Service provision is 1 (one) month.

3. The term for the beginning of the provision of the Services does not exceed 1 (one) business day from the moment of payment receipt by the Contractor. The Contractor has the right to change (to extend commensurately) the period for the beginning of the provision of the Services in case the Customer did not provide within the agreed time limits documents and information required by the Contractor for the above Service provision.

4. The minimum guaranteed service parameters are pointed out at the Contractor's website <https://profitserver.ru/en>. In case of exceeding of these parameters the Contractor does not guarantee the correct operation of the Service.

#### **2. TECHNICAL REGULATIONS AND FEATURES OF SERVICE PROVISION.**

2.1. The Customer independently creates, modifies and deletes sites, files, domains, database, mailboxes through the Control Panel <https://world.profitserver.ru/billmgr>, using the login and password received from the Contractor.

2. Correct service operation, in particular of the mail traffic, is guaranteed only under the condition of the domain existence and existence of correct records indicating on the Contractor's servers in the DNS settings of this domain.

3. The Contractor independently chooses the software used to provide the services and adjusts it so that the settings are satisfied by the majority of clients.

4. The Contractor server mustn't contain:

- Pornography and any sexual material, texts, graphics, audio and video materials or links to them containing any form of obscenity and violence, even if they are legal;

· Crack / hack sites;

· Proxies and anonymizers;

· AutoSurf programs and sites;

· Sites promoting or facilitating illegal activities;

· Torrent-clients and torrent-servers;

· Programs-bots designed to perform actions automatically on sites that do not belong to the Customer;

· Lottery sites;

· File archives;

· Doorways, dorgens, linkages;

· Archives and bulk backups;

- Web chats, IRC;
- Sites for audio-video content distribution;
- Cryptocurrency mining;

Also, it is prohibited to use the servers provided to the Customer for SPAM sending, as well as advertising of the Customer or his/her site by sending SPAM to third parties. The specified actions of the Contractor are regarded as an intention to cause harm to others.

In case of reveal of violations mentioned in this paragraph, the Contractor has the right to suspend the provision of the Services to the Customer and to refuse from the performance of this Agreement unilaterally and completely by sending notification to the Customer via e-mail within three days from the moment of suspension of the Service provision.

The Contractor has the right to notify the Customer within 24 hours about the suspension of services or suspend the provision of the Services immediately in the following cases:

- if in the reasonable opinion of the Contractor use of the Services by the Customer may cause damage to the Contractor and / or fail hardware and software of the Contractor and third parties;
- if the Customer consumed any system resources of the server overely for virtual hosting, which, due to the specifics of the service, leads or can lead to a significant deterioration in the quality of the provided service /service for other customers. The degree of consumption of system resources is determined exclusively by the Contractor. In cases where the cause of high consumption of resources can not be eliminated, the Contractor may shape resources usage of the service;
- if the Customer acted in contempt of the current legislation of the Russian Federation, violating the rights and interests of the Contractor and third parties;
- if the site hosting was not used for the intended purpose, incl. for backups, file storage, gaming and proxy servers;
- if the Customer falsified his/her IP address, using non-existent return addresses when sending emails and other messages;
- if the Customer`s actions were aimed at disruption of the normal operation of Internet elements that do not belong to the Customer;
- if the Customer`s actions were aimed at obtaining of unauthorized access to the Network resource, the subsequent use of such access, as well as the destruction or modification of software or data that do not belong to the Customer, without agreement with the owners of this software or data or with administrators of this information resource;
- if the Customer scanned network nodes to identify internal network structure, security vulnerabilities, open ports lists, etc., without the explicit consent of the owner of the tested resource;
- If the Contractor receives an appropriate instruction from the state authority.

5. The Customer can place an unlimited number of domains and sites within the framework of this Service.

6. The Customer is given the opportunity to create an unlimited number of databases for the Customer's sites and unlimited disk space for their placement and for placement of files of the Customer's sites within the framework of this Service, if the Customer does not abuse the allocated disk space, does not load the allocated disk space over half of its maximum performance, does not try to place archival copies, massive photos and video materials, personal data or any other content not related to the Customer's sites placed within the framework of this Service. In case of the Contractor's suspicion of the abuse of the allocated disk space by the Customer, the Contractor is entitled to delete his data without the Customer's notice.

7. The equipment of the Contractor, which hosts the Customer's sites within the framework of this service, is connected to the port of 1000 Mb / s, this band is divided between all the sites located on this equipment. The traffic consumed by the Customer is not charged. In case of abuse of the usage of the provided strip, of more than 50% of the maximum bandwidth capacity, or in case the Customer used a significant part of the strip to the detriment of other Contractor's Customers, the Contractor is entitled to change the maximum capacity of the strip for the Customer or disconnect the Customer's sites without prior notice.

8. The Customer manages her/his site files via FTP or through the Control Panel <https://world.profitserver.ru/billmgr>, using the login and password received from the Contractor.

2.9. The Contractor does not guarantee sending and receiving by the Customer of electronic mail messages in the following cases:

- The mail server where the mail box is located, which the e-mail message of the Customer is sent to, does not receive the message sent by the Contractor;
- Mail servers that do not belong to the Contractor are inoperative on the way of e-mail transmission or have an incorrect configuration preventing delivery of messages or leads to distortion of message content;
- Domain name servers that do not belong to the Provider, which the e-mail message is received or sent to, does not satisfy the following conditions:
  - 1) connected to the Internet;
  - 2) operate in accordance with DNS standards;
  - 3) contain a zone with the records necessary for ensuring the delivery of electronic mail messages.

10. In case of failure to send an e-mail message for reasons beyond the control of the Contractor, it makes subsequent attempts every 10 (ten) minutes within 2 (two) days. The period of storage of such message is no more than 2 (two) days from the moment of its receipt by the Customer's mail server, after which it notifies the sender of the original letter about the impossibility of delivery of the message and deletes unsent message.

The maximum volume of received electronic message can not exceed 50 megabytes, including service information.

All the mailboxes of the Customer have the system filtering spam of the Contractor in the mode of immediate deletion of messages marked as spam without notice to the Customer.

2.12. Technical indicators characterizing quality of data transmission services (including bandwidth of the communication line in the data network, loss of information packets, time delays in the transmission of packets of information, reliability of information transfer) are pointed out in the reference materials posted on the Contractor's website.

13. Certified server and network equipment is used for organization of services under this Agreement.

14. Subscriber interfaces and data transmission protocols used by the Customer to work with the Services under this Annex are determined by the Customer independently.

15. The Customer independently chooses equipment for connection and usage of the Service and place of its installation, and also connects it to the Internet independently.

16. Specification of shared hosting plans

Parameter	Base 3Gb SSD	Profi 10Gb SSD	Guru 30Gb SSD
RAM	1024	1536	2048
CPU time	120s	160s	200s
Mailbox size	100Mb	100Mb	100Mb
Total processes	40	60	100
Total processes per user	40	60	100
Simultaneous MySQL connections	40	60	100
Php memory limit	400Mb	400Mb	400Mb
CPU load	50%	80%	100%
PHP max_execution_time	180s	180s	180s
Messages limit per user per hour (e-mail)	20/h	20/h	20/h

### 3. OTHER CONDITIONS

3.1. This Annex is an integral part of the Agreement.

#### Appendix No. 3

Virtual server service provision

#### DESCRIPTION OF SERVICES

1. The Contractor provides Services for the organization of the virtual server and its resources to the Customer (provision of limited resources of the Contractor's server).
2. The minimum period for the Service provision is 1 (one) month.
3. The term for the beginning of the provision of the Services does not exceed 1 (one) business day from the moment of payment receipt by the Contractor. The Contractor has the right to change (to extend commensurately) the period for the beginning of the provision of the Services in case the Customer did not provide within the agreed time limits documents and information required by the Contractor for the above Service provision.

#### 2. TECHNICAL REGULATIONS AND FEATURES OF SERVICE PROVISION

1. The Contractor, upon the Customer's request, installs the operating system of the Linux family on the server.

2. Installation and configuration of the operating system includes the following items:

- Hard disk volume separation into sections;
- Formatting of the sections;
- Installation of the operating system in a minimum amount sufficient for the functioning of the network and remote server management;
- Network card configuration (setting of IP address, default gateway, network mask, name server address);
- Setting of a password for the system administrator;
- Configuration of remote server management tools;
- When user is installed in the system, SSH key is copied for technical support access, the file with the key - /root/.ssh/authorized\_hosts is copied in the user's file system.

2.3. The host machine (the Contractor's equipment on which the Customer's server is located) on which the Customer's virtual server is located, is connected to the Ethernet port of the Contractor's switch with a bandwidth of 1000 Mbit / s and connection to the Contractor's LAN, this band is shared between all virtual servers organized on this host machine (server). The traffic consumed by the Customer is not charged.

For the purposes of this Annex, the Contractor's LAN is understood as a technological system that includes the Contractor's means and communication lines used to form, receive, process,

store, transmit, deliver telecommunication messages, designed to provide access to information systems of information and telecommunication networks, including the Internet. Local network of the Contractor with the connected equipment of the Customer is part of the Internet. The Contractor guarantees within the local network of the Contractor and on the boundaries of the Contractor's areas of responsibility determined as points of connection to the communication networks of other communication operators, the data transfer rate is not less than the data exchange speed between the virtual server and the host machine installed in the order specified in clause 2.3 of this Annex.

4. The Contractor monitors operability of the equipment on which the virtual server is organized.

The Customer monitors virtual server independently.

5. On servers provided to the Customer, it is forbidden to post:

pornography and any sexual material, texts, graphics, audio and video materials or links to them containing any form of obscenity and violence, even if they are legal;

- Crack / hack sites;
- Proxies and anonymizers;

- AutoSurf programs and sites;
- Sites promoting or facilitating illegal activities;
- Torrent clients;
- Bots designed to perform automatically actions on sites that do not belong to the Customer;
- Lottery sites.
- Cryptocurrency mining

Also, it is prohibited to use the servers provided to the Customer for SPAM sending, as well as advertising of the Customer or his/her site by sending SPAM to third parties. The specified actions of the Contractor are regarded as an intention to cause harm to others.

In case of reveal of violations mentioned in this paragraph, the Contractor has the right to suspend the provision of the Services to the Customer and to refuse from the performance of this Agreement unilaterally and completely by sending notification to the Customer via e-mail within three days from the moment of suspension of the Service provision.

The Contractor has the right to notify the Customer within 24 hours about the suspension of services or suspend the provision of the Services immediately in the following cases:

- if in the reasonable opinion of the Contractor use of the Services by the Customer may cause damage to the Contractor and / or fail hardware and software of the Contractor and third parties;
- if the Customer consumed any system resources of the server overely for virtual server, which, due to the specifics of the service, leads or can lead to a significant deterioration in the quality of the provided service /service for other customers. The degree of consumption of system resources is determined exclusively by the Contractor. In cases where the cause of high consumption of resources can not be eliminated, the Contractor may shape resources usage of the service;
- if the Customer acted in contemp of the current legislation of the Russian Federation, violating the rights and interests of the Contractor and third parties;
- if the Customer falsified his/her IP address, using non-existent return addresses when sending emails and other messages;
- if the Customer`s actions were aimed at disruption of the normal operation of Internet elements that do not belong to the Customer;
- if the Customer`s actions were aimed at obtaining of unauthorized access to the Network resource, the subsequent use of such access, as well as the destruction or modification of software or data that do not belong to the Customer, without agreement with the owners of this software or data or with administrators of this information resource;
- if the Customer scanned network nodes to identify internal network structure, security vulnerabilities, open ports lists, etc., without the explicit consent of the owner of the tested resource;
- If the Contractor receives an appropriate instruction from the state authority.

6. Technical indicators characterizing quality of data transmission services (including the bandwidth of the communication line in the data network, the loss of information packets, the time delays in the transmission of information packets, the reliability of information transfer) are indicated in the information materials posted on the Contractor's website.

7. For organization of the Services under this Agreement, certified server and network equipment is used.

8. Subscriber interfaces and data transmission protocols used by the Customer to work with the Services under this Annex are determined by the Customer independently.

9. The Customer independently chooses the equipment for connection and Service usage and location of its installation, and also independently connects it to the Internet.

### **3. OTHER CONDITIONS**

3.1. This Annex is an integral part of the Agreement.

#### **Appendix No. 4**

Physical server service provision

## 1. DESCRIPTION OF SERVICES

1. The Contractor provides services for the provision of the physical server and its to the Customer (provision of resources of the Contractor's physical server).
2. The minimum period for the Service provision is 1 (one) month.
3. The term for the beginning of the provision of the Services must not exceed 1 (one) business day from the moment of payment receipt by the Contractor. The Contractor has the right to change (to extend commensurately) the period for the beginning of the provision of the Services in case the Customer did not provide within the agreed time limits documents and information required by the Contractor for the above Service provision.

## 2. TECHNICAL REGULATIONS AND FEATURES OF SERVICE PROVISION

1. The Contractor, on the instructions of the Customer, installs an operating system on the server from among available systems with a free license. If the Customer requires a different operating system, the necessary license and distribution kit of the operating system is provided by the Customer.
2. Installation and configuration of the operating system includes the following items:
  - Hard disk separation into sections;
  - Formatting of the sections;
  - Installation of the operating system in a minimum amount sufficient for the functioning of the network and remote server management tools;
  - Configuration of a network card (setting of IP address, default gateway, network mask, name server address);
  - Setting of a password for the system administrator;
  - Configuration of remote server management tools.
3. The server is connected to the Ethernet port of the Contractor's switch with a bandwidth of 100 Mb/s and connection to the Contractor's LAN. This band is not guaranteed and is shared between several servers. The traffic consumed by the customer is not charged.

For the purposes of this Annex, the Contractor's LAN is understood as a technological system that includes Contractor's means and communication lines used to form, receive, process, store, transmit, deliver telecommunication messages, designed to provide access to information systems of information and telecommunication networks, including the Internet. Local network of the Contractor with the connected equipment of the Customer is part of the Internet. The Contractor guarantees within the local network of the Contractor and on the boundaries of the Contractor's areas of responsibility determined as points of connection to communication networks of other communication operators, the data transfer rate is not less than the data exchange speed between the virtual server and the host machine, established in the order specified in paragraph 2.3 of this Annex.

4. The Customer monitors health of the server and operating system on the server independently. The Contractor provides power supply to the server, its cooling and connection of the server to the network port.
5. In case of break of components being parts of the server, the Contractor undertakes to replace at own expense within 3 working days all the failed parts for similar parts. In the absence of necessary spare parts, the Contractor may temporarily use more capacious / fast parts.

The term of performance of obligations for the service provision is proportionally transferred for the server repair term in case if more than 24 hours lasted since the server failed before the completion of the repair work.

### 2.6. On servers provided to the Customer, it is forbidden to post:

Pornography and any sexual material, texts, graphics, audio and video materials or links to them containing any form of obscenity and violence, even if they are legal;

- Crack / hack sites;
- Proxies and anonymizers;
- AutoSurf programs and sites;



- Sites promoting or facilitating illegal activities;
- Banking programs;
- Torrent clients;
- Bots designed to perform actions automatically on sites that do not belong to the Customer;
- Lottery sites.

Also, it is prohibited to use servers provided to the Customer for SPAM sending, as well as advertising of the Customer or his/her site by SPAM sending to third parties. The specified actions of the Customer are regarded as an intention to cause harm to others.

In case of reveal of the violations mentioned in this paragraph, the Contractor has right to suspend provision of the Services to the Customer and to refuse form performance of this Agreement unilaterally and completely by sending notification to the Customer via e-mail within three days from the moment of suspension of the provision of the Services.

7. Technical indicators characterizing quality of Data Services (including bandwidth of the communication link in the data network, loss of information packets, time delays in the transmission of packets of information, reliability of information transfer) are indicated in the reference materials posted at the Contractor's website.

8. Certified server and network equipment is used for the organization of the Services under this Agreement.

9. Subscriber interfaces and data transmission protocols used by the Customer to work with the Services under this Annex are determined by the Customer independently.

10. The Customer independently chooses equipment for connection and usage of the Service and place of its installation, and also independently connects it to the Internet.

### **3. OTHER CONDITIONS**

3.1. This Annex is an integral part of the Agreement.

#### **Annex No. 5**

#### **SERVICE USAGE RULES**

1. Services provided by the Contractor must be used only for lawful purposes. Illegal actions include, but are not limited to, the following: drug distribution, attempts to unauthorized access to computer systems, distribution of copyrighted materials in violation of copyrights, gambling, deception schemes, violation of Russian export legislation, current legislation of the Russian Federation and other countries.

2. When placing information and files on the technical resources of the Contractor, the Customer is obliged to comply with the requirements of copyright legislation and other norms of the current legislation of the Russian Federation and other countries.

3. Systematical exceed of the permissible load on processor resources , disk subsystem, server RAM, on which the Customer's sites are located, is prohibited. These actions (but are not limited to them) are regarded as causing harm to other Customers and to the Contractor himself. In case of the above violations, the Contractor reserves right to suspend in whole or in part provision of Services to the Customer (with the subsequent notification of this through electronic communication within 24 hours).

4. The Customer is obliged to monitor security and relevance of the software used in his work, promptly update software versions or make changes to configuration in accordance with the instructions and requirements published by software developers. The Customer is obliged to prevent unauthorized access to software and hardware used and to prevent the use by the Contractor of resources provided for attempts of unauthorized access to other Internet resources. In particular, the Customer must not allow the following situations:

Packages with wrong source address (IP source address) outgo from the server;

- Domain Name Service (DNS) packages originate from the server with deliberately distorted data;
- Malicious programs are present on the server;
- Programs specially designed for unauthorized access to information are present and / or operate on the server;
- E-mail messages are sent from the server on behalf of the addresses not belonging to the Customer's network (domain);

- The server software uses the default passwords;
- The server is used for active and passive mailing (mail, icq, etc.) of advertising messages (SPAM);
- Deliberate usage in the e-mail of someone else's, wrong or non-existent return address of the sender;
- Mailbombing (sending the same e-mail to the same mailbox) and subscribing to the mailing list without consent of that person;
- The server is used for SPAM, distribution of e-mail address lists, contains links to similar information.

5. In order to verify compliance with security requirements, the Contractor reserves right to scan services and servers of the Customer periodically with the help of specialized software, provided there is no damage to his/her equipment and the information contained on it. The Contractor is obliged to notify the Customer of the vulnerabilities discovered during such inspections, and the Customer is obliged to take measures to eliminate them.

6. In case of violation by the Customer of the terms of this section or the identification of other actions by the Customer creating a threat to the normal functioning of the communication network of the Contractor or other network resources, the Contractor has right to make full or partial blocking of the Services, to block usage of equipment or individual services or resources of the Customer, this Customer through the ticket system in the Customer Account Control Panel at <https://world.profitserver.ru/billmgr> and via e-mail within 24 hours from the moment the blockings. After the specified blocking, the term of the Service provision does not change, the Customer does not return money to the Customer. Blocking is withdrawn within 24 hours from the date of submission of documents confirming elimination of these violations.

7. The Customer undertakes not to post or disseminate information aimed at:

- Carrying out of extremist activities resulted in violation of human and civil rights and freedoms, harm to the person, health of citizens, the environment, public order, public security, property, legal economic interests of individuals and (or) legal entities, society and the state or creating a real threat of causing such harm;
- Propaganda of war, incitement of national, racial or religious hatred and (or) enmity, language superiority, as well as other information for the dissemination of which criminal or administrative responsibility is provided;
- Sending, publishing, transferring, reproducing, downloading, posting, distributing in any way, as well as usage in any form of software and services received through services or other materials, in whole or in part, protected by copyright and related or other rights without the permission of the copyright holder, as well as content that is illegal, harmful, threatening, slanderous, offends morality, promotes hatred and (or) discrimination of people on the basis of race, ethnicity, gender, religion, social background, contains insults to specific individuals or organizations affecting any patent, trademark, trade secret, and (or) copyright and related rights of a third party;
- Dissemination and (or) publication by the Subscriber of any information contradicting requirements of the current legislation of the Russian Federation, norms of international law, infringes upon the rights of third parties (violation of the rights of minors and (or) harming them in any form, infringement of minority rights, etc. );
- Propaganda of pornography and children's eroticism, as well as advertising of intimate services;
- Placement and / or transfer of information of an illegal nature, including materials that foment ethnic hatred, incite violence towards any person or group of persons, or to inhuman treatment of animals, calling for unlawful activities, including clarifying usage of explosives and other weapons, etc.

The information placed by the Customer must be expressed in the correct form, not contain obscene and (or) indecent expressions, signs of dissemination of defamation (distribution of knowingly false information, defaming the honor and dignity of another person or undermining his reputation) or insult (humiliation of honor and dignity of another person, expressed in an indecent form).

8. In case of receipt from a third party of motivated claims regarding the fact that information posted by the Customer on the Contractor's server or on the Customer's equipment placed with the Contractor violates rights of third parties, the Contractor sends to the Customer a notice containing the text of the claim. If the Customer does not take measures to resolve the dispute with the person who filed the claim within 5 working days from the date when the Contractor sends the notification to the Customer or does not remove the disputable information, the Contractor has right to suspend the Service provision to the Customer in the part related to the dissemination of the disputable information, with notification of it Customer within 3 days. In this case suspension of the provision of the Services is not a violation of the Contractor's obligations under this agreement and is payable in accordance with the terms of this Agreement, its Annexes, the Order in the Control Panel.

## **Annex No. 6**

Price-list

### **1. PRICES AND TARIFFS FOR REGISTRATION AND DOMAIN REGISTRATION**

1. Account of the Services consumed by the Customer is carried out in accordance with tariff unit accepted by the Contractor.

Basis for invoicing the Customer for the Services provided under this Annex is data obtained with the help of software and hardware used by the Contractor for accounting for the volume of services rendered to them.

2. The cost of the Services consists of a fixed annual subscription fee. Connection and support of domains is included in the cost of registration (re-registration) of the domain.

3. Volume of the subscription fee is determined by the Contractor, depending on the domain zone chosen by the Customer in accordance with the tariffs posted on the Contractor's website at <https://profitserver.ru/domain>. The indicated prices for domain names are valid, except for cases when the Registrar LLC "Ragtime" sets special prices for some domain names.

4. Applications for the renewal of domains registered earlier with other Registrars shall be submitted to the Contractor, provided that these domains are transferred to the Registrar of Ragtime LLC.

### **2. COST AND TARIFFS FOR THE SERVICE "VIRTUAL HOSTING"**

1. The account of the Communication Services consumed by the Customer is maintained in accordance with the tariff unit accepted by the Contractor. The reason for invoicing the Customer for the provided Communication Services for the present application is data obtained with the help of software and hardware used by the Contractor to account for the volume of services rendered to it.

2. Cost of the Services consists of a fixed subscription fee and additional Services provided that they are selected by the Customer through the Order in the Control Panel of the Customer's account at <https://world.profitserver.ru/billmgr>.

3. Volume of the subscription fee is determined by the Contractor, depending on the tariff chosen by the Customer.

### **3. PRICES AND TARIFFS FOR SERVICES ON VIRTUAL SERVER PROVISION**

1. Account of the Services consumed by the Customer is conducted in accordance with the tariff unit accepted by the Contractor. Basis for invoicing the Customer for the Services provided under this Annex is data obtained with the help of software and hardware used by the Contractor for accounting for the volume of services rendered to them.

2. Cost of the Services consists of a fixed subscription fee and additional Services provided that they are selected by the Customer through the Order in the Control Panel of the Customer's account at <https://world.profitserver.ru/billmgr>.

3. Volume of the subscription fee is determined by the Contractor, depending on the tariff chosen by the Customer.

### **4. COST AND TARIFFS FOR SERVICES ON THE PHYSICAL SERVER PROVISION**

1. Account of the Services consumed by the Customer is carried out in accordance with the tariff unit accepted by the Contractor. Basis for invoicing the Customer for the Services provided under this Annex are the data obtained with help of software and hardware used by the Contractor to account for the volume of services rendered to them.

2. Cost of the Services consists of a fixed subscription fee and additional Services provided that they are selected by the Customer through the Order in the Control Panel of the Customer's account at <https://world.profitserver.ru/billmgr>.

3. Volume of the subscription fee is determined by the Contractor, depending on the server configuration chosen by the Customer in accordance with the tariff.

### **Signatures of the parties**

LLC "ITK"

Representative

\_\_\_\_\_ / M.S. Nechaev

\_\_\_\_\_ / \_\_\_\_\_ /

