

DOCUMENTS / ENGLISH EDITION

Telematic services agreement

Agreement and Service Regulations

English translation of the supplied Russian document. This is not a certified translation. Dates, figures, numbering and terms follow the source; no legal or pricing update has been made.

Russian original: <https://lsn.ru/dogovor-na-telematicheskie-uslug.pdf>

Individual Entrepreneur Sergey Nikolayevich Lyamin (the Provider), represented by _____, acting on the basis of _____, on the one hand, and _____ (the Subscriber), on the other hand, collectively the Parties and individually a Party, have entered into this Agreement as follows.

1. Subject of the Agreement

The Provider undertakes to provide the Subscriber with paid telematic services of the global Internet network (the Services) in accordance with the applicable Service Regulations (Appendix 1) and Price List (Appendix 2).

2. Obligations of the Parties

2.1. The Provider shall:

2.1.1. Provide the Subscriber with the Services 24 hours a day, every day without interruption, in accordance with the applicable Price List and Service Regulations, except for necessary preventive maintenance and repairs and the circumstances or factors specified in section 6 of this Agreement.

2.1.2. Provide advice on questions arising for the Subscriber in connection with the use of the Services.

2.1.3. Give timely notice of changes to the Price List and Service Regulations by publishing the relevant information on the Provider's WWW server or emailing it to the Subscriber. If the Subscriber disagrees with a new version of the documents, the Subscriber may terminate the Agreement under clause 7.4.

2.2. The Subscriber shall:

2.2.1. Carefully review the Provider's Service Regulations and Price List before entering into the Agreement. By signing, the Subscriber confirms having read and agreed to them and understood all their terms.

2.2.2. Comply with all requirements in the Service Regulations throughout the term of this Agreement.

2.2.3. Monitor the personal account (the Account), which records all information on Services consumed and payments, and pay for the Services in advance and on time in accordance with the Price List.

2.2.4. Read and take note of information about changes to the appendices and other technical or organisational changes published on the Provider's WWW server and distributed by email.

2.2.5. Return to the Provider the copy of the service delivery and acceptance certificate received from the Provider and signed by the Subscriber no later than 10 (ten) calendar days after receipt. Any objections shall be sent by registered post no later than 15 (fifteen) calendar days after the Provider emails the certificate text. If reasoned objections are not received within 30 (thirty) calendar days after the Provider emails the certificate, the services provided to the Customer shall be deemed accepted by the Subscriber.

3. Payment procedure

3.1. The cost of the Services is determined by the applicable Price List, which forms an integral part of the Agreement (see the appendices).

3.2. All Services are paid for in rubles by advance transfer to the Provider's bank account. The minimum advance payment and list of services are established in the Price List (see the appendices).

3.3. In accordance with the applicable Price List, the Provider records information on Services consumed, based on calculations by its own Automated Billing System (ABS), and the Subscriber's payments in the Subscriber's Account. The Provider gives the Subscriber access to Account information.

3.4. When funds in the Account are exhausted, the Provider may suspend or terminate the Services. Service is resumed in accordance with the instructions in the Terms of Service (Appendix 1).

3.5. The Subscriber is responsible for the correctness of payments. If the Provider's bank details change, the Subscriber bears responsibility for payments made using old details from the moment the new details are published in the relevant ABS section.

3.6. The Subscriber's payment documents must reference the Agreement number in accordance with the ABS instructions.

4. Termination of access to the Service

4.1. The Provider may terminate the provision of the Services, part of the Services or any additional service within the main Service, or unilaterally terminate the contractual relationship with the Subscriber, while simultaneously sending written electronic notice, if the Subscriber engages in conduct that violates the rules and standards of use specified in this Agreement, its appendices or supplements.

4.2. For repeated or serious violations of the Service Regulations, the Provider may stop providing the Services without notice.

4.3. If provision of the Services is terminated early under this Agreement, funds shall be refunded after deduction of charges for Services used since the Agreement was concluded and bank fees incurred when receiving or refunding the funds.

Where Services, part of a Service or an additional service within the main Service are terminated under clause 4.1, subscription fees are neither refunded nor compensated.

4.4. Upon termination of the Services, the Provider is not responsible for notifying or failing to notify third parties that the Subscriber's access has been withdrawn, or for the consequences of such notification or its absence.

5. Limitation of liability

5.1. The Provider does not guarantee that the Services will be completely uninterrupted or error-free, or that software or other materials offered will be free from computer viruses or other harmful components. The Provider takes all reasonable efforts and measures to prevent these problems.

5.2. The Provider is not liable for lost profit or any indirect losses incurred during use or non-use, in full or in part, of the Provider's services or work. The Provider is liable for damage suffered directly or indirectly as a result of such use or non-use only if the Provider's direct fault is proven, and only in an amount proportional to the subscription fee for the period of downtime, less bank fees for receipt or refund of the funds.

5.3. The Provider is not responsible for the quality of public communication channels used to access the Services.

5.4. The Subscriber assumes full responsibility and all risks associated with using the Internet through the Provider's resources and/or services.

5.5. The Provider is not responsible for notifying third parties that the Subscriber's access has been withdrawn or for consequences arising from the absence of such notice.

5.6. If any provision cannot be enforced literally, it shall be interpreted in accordance with applicable law, taking account of the Parties' original interests; the remainder of the Agreement remains fully effective. The Provider's failure to enforce a provision is not a waiver of it. An established course of conduct between the Parties or practice in providing similar services cannot be grounds for changing this Agreement.

5.7. If claims between the Parties remain unresolved, either Party may protect its infringed rights in the manner established by Russian law.

6. Force majeure

6.1. The Parties are released from liability for partial or full non-performance caused by force majeure arising after the Agreement was concluded. Such events include accidents compromising the integrity of the Provider's network; power failure affecting active network equipment; natural disasters; natural and industrial catastrophes; terrorist acts; military action; civil unrest; acts by state or local authorities prohibiting or restricting the Parties' activities under this Agreement; and other circumstances that could not be foreseen or prevented and make performance impossible.

6.2. When force majeure prevents performance, the time for performance is extended by the duration of those circumstances and the time needed to remedy their consequences, but by no more than 60 (sixty) calendar days. If the circumstances continue longer, or both Parties recognise at their onset that they will do so, the Parties shall discuss alternative methods of performance or termination without compensation for losses. In that case, the Provider shall refund to the Customer the funds unused under the Agreement.

7. Changes to terms; termination; special terms

7.1. The Provider may periodically amend this Agreement, its appendices and supplements, and the applicable rates, or introduce new appendices and supplements, by publishing notice on its official website at least 10 days before the changes take effect. Continued use of the Service after notice will be considered acceptance of the changes and additions.

7.2. The Agreement may be terminated at any time by agreement of the Parties, including where the Subscriber disagrees with a new version.

7.3. If a Party breaches the Agreement, the other Party may terminate it unilaterally by giving the breaching Party written notice, which may be sent by email.

7.4. The Subscriber may terminate unilaterally only if no amounts are owed to the Provider. The unused Account balance is then refunded, except in the cases specified in clause 4.1. The Subscriber shall notify the Provider in writing or by email at least 10 days before termination.

7.5. The Agreement takes effect when concluded and remains in force for twelve months. Unless either Party notifies the other at least thirty days before expiry that it wishes to terminate or review the Agreement, it renews automatically for the next term. The number of renewals is unlimited.

7.6. The Agreement remains effective if the Parties' details or founding documents change, including changes of owner, legal form and other details. Each Party shall notify the other of changes to its details within 10 days.

Service Regulations

1. General provisions

1.1. To verify compliance with security requirements, the Provider reserves the right to scan periodically the files placed by the Subscriber on the Provider's web server.

1.2. Official notices to Subscribers are posted on the Provider's official website and/or sent by email.

1.3. The Provider's Services may be used only for lawful purposes.

2. Restrictions on use of the Services

The Subscriber is prohibited from using the Services for the following purposes:

Publishing or distributing information or software containing computer viruses or equivalent components.

Sending, publishing, transmitting, reproducing, making available or otherwise commercially using information, software or other materials obtained through the Services, in whole or in part, unless expressly permitted by the owner, where that owner has made a written demand restricting such actions.

Sending, publishing, transmitting, reproducing or distributing, by any means, software or other materials obtained through the Services and protected in whole or in part by copyright or other rights, without the owner's permission; or sending, publishing, transmitting or distributing any component of the Services or derivative works, since the Services themselves are protected by copyright and other rights, where the rights holder has made a written demand restricting such actions.

Publishing or distributing information contrary to applicable Russian or international law. This applies in particular to pornographic images contrary to Article 242 of the Criminal Code of the Russian Federation. In the absence of legally established methods for determining whether an image is pornographic, the Provider reserves the right to make that determination.

Sending commercial or other electronic messages that the recipient has not previously agreed to or requested, and/or that violate the Network Usage Standards adopted by the working group of the Open Forum of Internet Service Providers: <http://ofisp.org/documents/ofisp-008.html> . Mailing includes both mass distribution to multiple recipients and repeated messages to one recipient, as well as the use of details (web pages or email addresses) supplied by the Provider in mailings sent through another provider. Messages include email, ICQ and similar personal information-exchange tools. Hosting websites promoted through such mailings is also prohibited, regardless of whether the mailings used the Services or third-party resources.

3. Termination of service

3.1. The Provider may suspend or delete any website, account, database or other server component that does not comply with these rules.

3.2. The Provider reserves the right to suspend any account that places an unjustified load on the server's computing resources.

3.3. The Provider may stop providing the Services and terminate the Agreement if the Subscriber violates any provision of the Service Regulations. In that case, the unused Account balance is not refunded.