

THE TERMS OF USE OF SPECIFIC SERVICES:

PROVIDING OF A VIRTUAL HOSTING

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The Terms of Use of Specific Services (the “Terms of Use”) are an integral part of the User Agreement (the “Agreement”). Capitalized terms that are used but not defined in the Terms of Use have the meaning assigned to them by the Agreement.

Terms and Definitions

Virtual hosting is a virtualized section of a web server created on the Contractor’s technical platform and providing computing resources to the Customer.

Site is one or more logically interconnected web pages, as well as the location of the server content.

User is a pair of matching items of name and password that defines the owner of the objects. Users are created by the Customer within the domain.

Additional services are additional software features of the provided hardware, cloud and physical resources, and/or other actions to supplement the basic service of a Dedicated Server providing.

Soft Grace period is a period of service provision after the paid period expiration when the Contractor renders the service to the Customer in full. The Soft Grace period does not apply to services provided by the day.

Hard Grace period is a period of service provision after the expiration of the paid period, and Soft Grace period, when the Contractor renders the service to the Customer at a reduced level, the Dedicated Server is disconnected, but the Customer’s data are still stored on it.

1. SUBJECT

1.1. The Contractor provides the Customer with services of hosting, registration, and support of domain names hereinafter referred to as the “Services.” The description, list, and cost of the Services are available on the Contractor’s website at <https://www.atlex.ru/en>. The Contractor’s website is a public resource all Internet users can access. The Customer agrees and pays for the Service to the Contractor.

1.2. The Services do not provide the possibility of the Customer’s electronic messages receive/transmit at the Contractor’s office, setting up or diagnosing the Customer’s personal computer, modem, and software, both at the Contractor’s office and on a call-out basis, as well as training for Internet skills.

2. PROCEDURES FOR THE PROVISION OF SERVICES

2.1. It is necessary to select an available Service tariff plan on the Contractor’s website <https://www.atlex.ru/en> at the Service order.

2.2. The provision of the Service starts from the date of its activation by the Contractor.

2.3. A User with a password is automatically created to access the Hosting Control Panel.

2.4. Agreement of Additional Services, such as domain name registration, SSL certificates, and others, is provided via the Ticket System.

2.5. The Customer is obliged to observe the following restrictions:

- the maximum number of simultaneously running processes, including console and background processes, as well as all tasks running on behalf of the web server user, interpreters such as PHP, scripts, and database management systems, should not exceed 30;
- the number of outgoing e-mails from one account should not exceed 100 e-mails per 24 hours.

The Contractor reserves the right to offer the Customer changing the current type of services to a larger server resources service in case of exceeding the above values.

If the Customer has decided to refuse the proposed transfer, such a decision may be considered by the Contractor as a decision to refuse the services provided unilaterally.

2.6. Domain names are registered in accordance with the Terms of Use and the registration procedure established by the Contractor and published on the Contractor’s website.

2.6.1. The Contractor shall register the domain name pursuant to an Agreement concluded with domain registrars and other registering organizations.

2.6.2. A new domain name is registered if all the necessary requirements, rules, and regulations are met, in particular:

- such a domain name is free at the time of registration;
- the customary moral and ethical norms are not violated;
- the application contains complete and correct information required for registration;
- the domain zone rules have been observed.

2.6.3. The Contractor fulfills the following Customer's requests only upon a written application and the provision of the supporting documents:

- to make changes to the Domain Administrator identification information;
- to transfer domain support to another registrar;
- to transfer domain administration rights to another administrator;
- to waive administrative rights (cancellation of registration).

2.6.4. "Supporting documents" under the Terms of Use are the documents confirming the information identifying the Customer.

2.6.4.1. A legal entity should provide copies certified with a legal entity seal and the signature of the authority:

- certificates of state registration (for a foreign legal entity – another document on registration or assignment of a number in the register of legal entities, if such a register is maintained in the country the legal entity originated from);
- certificates of registration with the tax authority (TIN) (for a foreign legal entity – another document on tax registration, if such type of accounting is maintained in the country the legal entity originated from);
- a document (Minutes of the General Meeting of Members, the decision of the member, or other documents) on the appointment of a person who is entitled to act pursuant to the Articles of Association on behalf of a legal entity without a Power of Attorney, a Power of Attorney pursuant to which the Customer's representative acts;
- extracts from the regulations on the branch /representative office, on the establishment of a separate division (separate divisions of legal entities should provide in addition to the above documents).

2.6.4.2. An individual should provide:

- Copy of passport and tax identification number (TIN);
- the original Power of Attorney, if the Agreement is concluded pursuant to a power of attorney.

2.6.5. The domain name registration service is considered rendered upon entering information on the domain and its Administrator into the Domain Name Registry.

2.6.6. The domain registration prolongation service is considered rendered upon entering information on the prolongation registration into the Domain Name Registry. At the same time, as a rule, domain registration is prolonged for one (1) year from the previously set expiration date of domain registration.

2.6.7. The Customer has the right to register any number of domains in his name.

2.6.8. The Customer confirms that at the time of each domain registration application, to the best of his knowledge, neither the domain name registration nor its usage violates the intellectual property rights of third parties.

3. PAYMENT FOR THE SERVICE

3.1. The Service is paid in the manner, terms, and form established by the Agreement and tariffs (tariff plans) unless otherwise provided by these Terms.

3.2. The Customer can choose the period of the Service payment at the order. The service will be automatically prolonged for a selected period if such a period is available for choosing at the moment of prolongation.

3.3. The Service cost, valid at the Service order, is valid until the end of the Service paid period. The service's cost can be changed per the terms of the Agreement.

3.4. The Service prolongation is provided in accordance with the current tariff plan. The period of Service provision is determined by the Customer when choosing the tariff. The tariff is selected from those available at the Service order or any time before the end of the current Service providing period. The new tariff is applied from the end of the previous Service providing period.

3.5. The Contractor has the right to provide Services in debt until the end of the Service providing. Services rendered in debt are subject to mandatory payment. The Services in debt are provided daily. The Contractor will not provide the Service in case of the Customer's cancellation of the Service before the end of the paid period.

3.6. If the Customer cancels the Additional Service or the Service for which the Additional Service was previously activated, the payment for the unused period of the Additional Service will not be refunded.

4. END OF SERVICE PROVISION

4.1. The termination of the Service provision, as a general rule, occurs after the expiration of the Soft Grace Period and the Hard Grace Period. On termination of the Service provision, the Virtual Hosting and all data placed on it are deleted.

4.2. The termination of the Service provision with the Service auto prolongation function enabled (automatic payment, including automatic monthly payment) is as follows:

4.2.1. The Soft Grace period is 24 hours, excluding weekends and holidays. The Hard Grace period is 30 days from the end of the paid period or less if it needs resource deallocation, but not earlier than the Soft grace period ends, excluding weekends and holidays.

4.2.1.1. If the Customer pays for a new Service provision period in the Personal Account during the Soft Grace Period or the Hard Grace period, the Service is prolonged for a new period from the day following the last day of the Service previous paid period.

4.2.1.2. In case of non-payment by the Customer for a new period of Service provision in the Personal Account during the Soft Grace Period and the Hard Grace period, the Service provision is terminated, and the Virtual Hosting and the information placed on it is deleted.

4.3. The termination of the Service provision without auto prolongation function enabled (automatic payment, including automatic monthly payment) is as follows:

4.3.1. Soft Grace Period and Hard Grace Period are not applied. The Service provision is terminated immediately after the expiration of the paid period, and the Virtual Hosting and all data placed on it are deleted after 7 calendar days, and the resources allocated for the service will be released.

4.4. The Contractor refunds the cost of the unused Service to the Customer's Personal Account in case of cancellation of the Service before the paid period expires. The funds are returned only for the full unused months.

5. INFORMATION SECURITY REQUIREMENTS

5.1. The Customer is obliged to prevent unauthorized access to the software used and not to allow the use of its own resources or those provided by the Contractor for unauthorized access to other Internet resources. In particular, the Customer must prevent the following situations from occurring on his Site:

- e-mail messages sent from the Site on behalf of addresses that do not belong to the Customer's network (domain);
- the Site software uses default passwords;
- packets with an incorrect source address (IP source address) are outgoing from the Site;
- Domain Name Service (DNS) packets with intentionally damaged data are outgoing from the Site;
- there is malware installed on the Site;
- programs specially designed for unauthorized access to information are installed and/or running on the Site.

5.2. The Contractor has the right to provide automatic traffic filtering in order to block the outgoing traffic containing fake (not assigned to the Site) IP and MAC addresses, up to the complete blocking of the resource.

6. SERVICE LEVEL AGREEMENT (SLA)

5.1. The Service Level Agreement is available on the web page at <https://www.atlex.ru/licenses-certificates-policies/service-level-agreement-sla/>.