ATLEX

Terms of Service

Please note: This document is an English translation of the document found [here](). In the event of a conflict between the Russian version of this document and this translation, the Russian version shall prevail. Only the Russian version of this document found [here]() is legally binding.

Revision dated June 01, 2022
Effective as of July 01, 2022

These Terms of Service (the "Terms") are an integral part of the User Agreement (the "Agreement"). Terms describe actions (inactions) of the Customer which may cause harm to the Contractor, its representatives, equipment, customers, and other third parties.

1. The Customer shall not use the Services and equipment of the Contractor to cause harm to the Contractor, its clients, or third parties, to violate the relevant statutory provisions, or to facilitate such violations. Such actions (inactions) of the Customer may include, without limitation:

1.1. actions of the Customer that violate the relevant statutory provisions, contradict the instructions of the executive authorities and local acts that are applicable to the Parties;

1.2. actions of the Customer aimed at disrupting the normal functioning of elements of the local network or the Internet (computers, other equipment, or software) that do not belong to the Customer;

1.3. violation by the Customer of the labor protection and fire safety rules, other rules, and local regulations of the Contractor;

1.4. failure by the Customer to comply with the instructions of the authorized bodies;

1.5. actions (inactions) of the Customer entailing losses of the Contractor or third parties;

1.6. violation of the normal functioning of the Internet elements (computers, other equipment, or software) that do not belong to the Customer;

1.7. the Customer's use of equipment placed in Data centers in violation of the technical operation rules and/or the use of equipment that does not have mandatory licenses and certificates;

1.8. storage, publication, transfer, reproduction, distribution in any way, use in any form of software or other protected intellectual deliverables and means of personalization without the permission of the copyright holder;

1.9. failure by the Customer to respond to the Contractor to a complaint received from third parties about the Customer's violation of their intellectual rights within 14 (fourteen) calendar days from the date of receipt of such a complaint by the Customer. The Customer's response must contain explanations to the claims of a third party given in the complaint otherwise, the Customer's response to the received complaint is considered not provided to the Contractor;

1.10. Storage, publication, transmission, reproduction, distribution in any way, use in any form of software or other materials containing viruses and other malware;

1.11. Performing actions that directly or indirectly involve bulk mailing or facilitating bulk mailing of e-mail messages and other messages of any nature (if these actions are detected, the restriction of the provision of services to the Customer happens automatically);

1.12. Distribution, publication, and other processing of information that contradicts the requirements of the relevant statutory provisions of the Russian Federation and violates the rights of third parties;

1.13. Advertisement of services, goods, and other materials, the distribution of which is restricted or prohibited by applicable law;

1.14. Falsification of technical details issued by the Contractor when transmitting data to the Internet;

1.15. Using non-existent return addresses when sending emails and other messages;

1.16. Performing actions aimed at obtaining unauthorized access to equipment or information resource that does not belong to the Customer, the subsequent use of such access, as well as the destruction or modification of software or data that does not belong to the Customer, without the consent of the owners of such software or data, or the administrators of such information resource. Unauthorized access is understood as access in any way other than that intended by the owner of the resource;

1.17. Carrying out actions to transfer meaningless or useless information to third-party computers or equipment that creates an excessive (unwanted) load on these computers or equipment, as well as intermediate network sections, in volumes exceeding the minimum necessary to verify the connectivity of networks and the availability of its individual elements;

1.18. Scanning of network nodes in order to identify the internal structure of networks, security vulnerabilities, lists of open ports, etc., without the explicit consent of the owner of the resource being checked;

1.19. Violation of information protection requirements that pose a threat to the functioning of other (not owned by the Customer) resources of a local or global computer network;

1.20. Using default passwords in the software;

1.21. Using outdated and/or vulnerable mail server software;

1.22. Sending e-mail messages on behalf of addresses that do not belong to the Customer's network (domain);

2. The Customer shall not use the Services in any situation where the provision of Services may pose a threat to the security and defense capability of the state, the health and safety of people, as well as when any malfunction of the Service may cause serious harm to human health or the environment.

3. The Customer does not have the right to use the Services if incorrect data is provided during registration in the Account, including in the case of:

3.1. Inability to identify the Customer, including suspicion of providing incorrect data;

3.2. Absence of data specified by the Customer in the Unified State Register of Legal Entities;

3.3. Failure to provide additional information or non-confirmation of the information specified during registration in the Account at the Contractor's request within 14 (fourteen) calendar days from the date of the first request.

4. The Customer may not use the Services in case of violation of the period and conditions of payment for Services, as well as in case of lack of funds for the extension of the Service, including:

4.1. Groundless withdrawal of payments made by the Customer;

4.2. Receipt by the Contractor of claims on transactions from payment systems or holders of payment means.

5. The Customer does not have the right to use the Services if they do not promptly eliminate the vulnerabilities found during the security requirements check.

6. The Customer must not use the Services if they receive a corresponding order containing a requirement to stop using the Services from the state body regulating these relationships and having the appropriate authority in accordance with the relevant statutory provisions of the Russian Federation.

7. If the Customer violates the Terms (including by negligence) or according to the reasonable opinion of the Contractor (including confirmed by the Contractor's security system), the use of the Services by the Customer may lead to a violation of the law, cause damage to the Contractor and/or third parties, cause a failure of the technical and software tools of the Contractor and third parties. For protective purposes, the Contractor has the right to:

- suspend and/or restrict the provision of Services to the Customer (including providing automatic traffic filtering);
- block access to the Account;
- reject the Customer's request for a new Service;
- reject the Customer's request for an extension of the Service period.

If the Customer violates clause 3 of the Terms, the Contractor also has the right to temporarily restrict the use of funds on the Customer's Balance Sheet and/or on the Service Balance. In case of repeated violation, as well as if the Customer does not eliminate the violation during the suspension of the Services provided within the period established by the Contractor, the Contractor has the right to withdraw from the Agreement unilaterally without a court decision.

8. The actions of the Contractor may be canceled following the results of negotiations between the Contractor and the Customer and the elimination by the Customer of the circumstances that caused the specified actions of the Contractor. To eliminate the actions specified in clause 7, the Contractor may request additional information and verification of the Customer's identity, including by asking the Customer to send their passport photo.