

# User Agreement

*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*

This User Agreement (hereinafter referred to as the “Agreement”) regulates the relations between Okey-Telecom Limited Liability Company (Okey-Telecom LLC), Primary State Registration Number 5157746185933 (hereinafter referred to as the “Contractor”), and you – an unlimited circle of individuals and legal entities who wish to use the services and facilities provided by the Contractor (hereinafter referred to as “You,” “Customer”)

You need to carefully read this Agreement, which is a public offer subject to Article 437 of the Civil Code of the Russian Federation. If you register a Customer's Account and the earliest of the following events occurs: crediting to a Personal Account (crediting to the Personal Account by the Customer can be made by offsetting the prepayment or by starting to use the Service; the start of using the Service by the Parties is recognized as the moment of enabling of the Service, including by the Contractor at the request of the Customer), it is considered that you have fully read and understood the content of the Agreement and accept it completely and unconditionally in accordance with Article 438 of the Civil Code of the Russian Federation, confirming the fact that the Parties have concluded this Agreement, as well as their intention to use the Services and facilities of the Contractor. If you do not accept this Agreement or do not agree with some of the conditions indicated in the Agreement, we ask you not to register a Customer's Account, not to credit your Personal Account, and not to use the Services and facilities of the Contractor. If the Contractor has made any amendments to the Agreement with which you disagree, you are obliged to stop using the Services and facilities of the Contractor.

## Terms and Definitions

Terms not contained in this section may be used in this Agreement. In this case, such term shall be interpreted in accordance with the law. If the law does not contain a definition of such term, its scope and content are determined according to the accepted practice, based on the lexical meaning of the term.

**Customer's Account, Account** – a web page at <https://client.atlex.ru/>, intended for managing the Contractor's services and providing information necessary for the use of the services and

facilities. The Contractor provides the Customer access to the Account after identifying the Customer using the user account.

**The Customer's Personal Account, the Customer's Balance** – an entry in the Account reflecting the financial arrangements between the Contractor and the Customer, the Customer's Personal Account increases by the number of payments transferred by the Customer to the Contractor for prepayment of services and facilities provided by the Contractor to the Customer, and decreases by the cost of services and facilities selected and connected by the Customer.

**Service Balance** – an entry in the Account that reflects the financial arrangements between the Contractor and the Customer regarding the Service. The Service Balance is increased by the number of funds transferred by the Customer from the Customer's Personal Account for prepayment of the service and is reduced by the cost of the service provided.

**Service platform, Data Center** – a specialized building (premises) for hosting servers and other equipment.

**Customer's website** – web pages located at <http://okey-telecom.ru>.

**Ticket system**– a messaging system between the Customer and the Contractor by sending/receiving requests via an electronic form located in the Account and on the web pages on the Customer's Website.

**Online chat** – a messaging system between the Customer and the Contractor by sending/receiving requests via an electronic chat form located on the web page at <http://okey-telecom.ru>.

**Terms of Use of Specific Services** – supplements to this Agreement regarding the procedure for using a particular service, including those containing the terms of service level agreements (SLA), posted at <http://okey-telecom.ru/licenses-certificates-policies/>. In everything that is not provided for by the Terms of Use of Specific Services, the relationship between the Customer and the Contractor is regulated by the Agreement.

**Terms of Use of services and facilities, Terms of Use** – an appendix to this Agreement, which is an integral part of it, describes the Customer's actions (inactions), which may harm the Contractor, its representatives, equipment, customers, and third parties. In everything that is not provided for by the Terms of Use, the relationship between the Customer and the Contractor is regulated by the Agreement.

**User Account** is information (user information) intended to identify the Customer when providing Services. The Customer's account information is user name (login), the password for accessing the Account (password), and client ID.

## 1. SUBJECT OF AGREEMENT

1.1. The subject of the Agreement is the provision by the Contractor of access to the Services of third-party service providers or the use of the Services and facilities of the Contractor by the Customer, including hosting services and other related services (hereinafter referred to as "Services"). The Contractor provides Services to the Customer in accordance with the Agreement, taking into account the Terms of Use of Specific Services posted on the Contractor's website: <http://okey-telecom.ru/licenses-certificates-policies/>. The full list of Services is available at <http://okey-telecom.ru/en/>.

1.2. The Contractor has the right to provide access to Beta Services, and the Customer has the right to order Beta Services. Beta Services can be provided in a test mode to obtain information about their operability and are not subject to payment by the Customer. When providing Beta Services, the Contractor is not responsible for their quality, and the Terms of Use of Specific Services and SLA do not apply to them.

## 2. RIGHTS AND OBLIGATIONS OF THE PARTIES

### 2.1. Rights and obligations of the Contractor

2.1.1. The Contractor provides access to the Account via a secure protocol and only after the Customer is identified.

2.1.2. The Contractor has the right to request additional information and (or) require confirmation of the information provided by the Customer when registering the Account during the entire term of the Agreement.

2.1.3. The Contractor undertakes to inform the Customer at least 3 (three) calendar days in advance about the planned preventive maintenance that entails the inability to use the Services, as well as about the planned power outage. Service interruptions caused by these reasons are not subject to compensation.

2.1.4. The Contractor has the right to suspend the provision of Services, block access to the Account, reject the Customer's request for a new Service, and or reject the Customer's request for an extension of the Service in the following cases:

- in case of violation by the Customer of the Agreement, including the Terms of Use of Services and Facilities, the Terms of Use of Specific Services;
- in case of suspicion of compromising the Account, as well as in violation of clause 3 of the Terms of Use. In this case, the Contractor also has the right to temporarily restrict the use of funds on the Customer's Balance;
- if the Customer refuses or resists assisting in the investigation of the cases specified in clause 2.2.2 of the Agreement;
- the Contractor receives an appropriate order containing a requirement to suspend the provision of Services to the Customer from the state authority regulating these relationships and having the appropriate powers in accordance with the current legislation of the Russian Federation;
- the use of the Services by the Customer may cause property damage to the Contractor or its clients, as well as cause a failure of the technical and software tools of the Contractor and third parties;
- in other cases described in the Agreement, including the Terms of Use of the Services and Facilities and the Terms of Use of Specific Services.

Suspension of the provision of Services until the Customer fulfills the Contractor's requirements for the elimination of violations does not cancel the fulfillment by the Customer of all its obligations under the Agreement.

2.1.5. The time of suspension of the provision of Services for the reasons specified in clause 2.1.4 is not considered a pause in the provision of Services and cannot be considered as a violation by the Contractor of its obligations under the Agreement.

2.1.6. In order to verify compliance with security requirements, the Contractor reserves the right, among other things, to periodically scan public services located on resources owned or used by the Customer using specialized software, as well as to apply other measures available to the Contractor.

2.1.6.1. In order to implement measures aimed at preventing incidents in the field of cyber and network security, as well as countering various kinds of network attacks, including distributed denial of service (DDoS) attacks for public IP addresses, the Contractor **has the right to impose restrictions at any time without prior notice to the Customer**, including blocking ports or restricting access to the IP address, limit the bandwidth of services that can be used for attacks of the UDP amplification class or limit the possibility of using these services.

2.1.7. The Contractor has the right to independently make changes to the data of the Customer that is a legal entity in the Account in case of contradictions between the data in the Account and the data received from the Federal Tax Service of the Russian Federation.

2.1.8. The Contractor has the right to delete all information processed by the Customer on the Contractor's equipment and using the Contractor's Services in case of termination of the Agreement and/or in case of non-payment of Services.

## 2.2. Rights and obligations of the Customer

2.2.1. The Customer undertakes to pay for the Services on time and on the conditions specified in the Agreement, tariffs, and other agreements concluded between the Parties.

2.2.2. The Customer is obliged to assist the Contractor in investigating the causes of unplanned service interruptions, violations of security requirements, and in case of suspected violations of the terms of the Agreement.

2.2.3. The Customer undertakes to ensure the confidentiality of the login and password used to log in to the Control Panel. The Customer fully bears the risk of losing, disclosing, or transferring data to an unauthorized person.

2.2.4. The Customer is obliged to take measures to eliminate vulnerabilities found during the security requirements check.

2.2.5. The Customer is obliged to notify the Contractor promptly about the change of the contact person's data, details, contact phone number, email address, and other Account data.

2.2.6. The Customer is obliged to monitor the security and relevance of the equipment and software used in work, comply with the Agreement, and the terms of use of the software, including those posted on the official website of the Contractor at <http://okey-telecom.ru/licenses-certificates-policies/>.

2.2.7. The Customer undertakes to place exclusively licensed software on the Contractor's equipment and independently bear responsibility for its placement and use.

2.2.8. The Customer independently monitors the security and safety of information and also, if necessary, organizes timely backup of information hosted using the Contractor's Services.

2.2.9. The Customer that is a legal entity undertakes, in the event of a change in its name, address (location), checkpoint, a person entitled to act on behalf of the Customer without a Power of Attorney, and other changes, to notify the Contractor no later than 5 (five) working days from the date of making the relevant changes to the Unified State Register of Legal Entities, if nothing else is provided for in this Agreement.

2.2.10. The Customer, which is a legal entity, undertakes to notify the Contractor in advance in writing of the termination of its existence no later than 30 (thirty) calendar days before the

date of making the corresponding entry in the Unified State Register of Legal Entities. In the absence of the specified notification, the Contractor has the right not to refund the cash remaining on the Customer's Personal Account. The provisions of this clause of the Agreement are also applicable if the Customer is undergoing the exclusion from the Unified State Register of Legal Entities as an invalid legal entity procedure.

2.2.11. The Customer that is an individual entrepreneur undertakes to notify the Contractor in advance in writing of the termination of its activity as an individual entrepreneur no later than 30 (thirty) calendar days before the date of making the corresponding entry in the Unified State Register of Individual Entrepreneurs.

### 3. COST OF SERVICES, ORDERING, ACCOUNTING, AND PAYMENT PROCEDURES

3.1. The selection and ordering of Services are carried out by the Customer in the Customer's Account and on the Contractor's website <http://okey-telecom.ru/en/>. To order a Service, it is necessary to top up the Customer's Balance by the minimum amount necessary to provide the Service.

3.2. The cost of Services is determined by the tariffs stated on the Contractor's website at <http://okey-telecom.ru/en/>. The Customer confirms that it is familiar with and agrees with the established tariffs. Prices are indicated in rubles and do not include the amount of VAT unless explicitly stated on the website.

3.3. The Customer pays for the Services at the set-out prices without any charges-off and tax deductions.

3.4. Unless otherwise stipulated by the Agreement or the Terms of Use of Specific Services, the Services are prepaid for 1 (one) calendar month. If there is a need for a detailed daily calculation, the cost for an incomplete month is calculated by the formula:  $\text{cost\_per\_day} = \text{cost\_for\_full\_month} / 30$ . Services can be paid for in any way available for selection in the Account, including against invoice. The invoice is drawn up by the Customer in the Account. Services are provided only if there is a positive balance on the Customer's Personal Account and there are no arrears in payment for Services.

3.5. The Contractor undertakes to issue a certificate of Services provided to the Customer within 5 (five) working days after the end of the reporting period and publish electronic copies of the certificates of Services provided in the Account. The reporting period is one calendar month. When switching to electronic document management, documents are sent out within 10 (ten) working days after the end of the reporting period.

3.6. The Parties have the right to exchange documents through the electronic document management system (EDM) when the Customer performs one of the following actions:

- requests the appropriate method of obtaining documents through the Ticket system;
- accepts an invitation from the Contractor to exchange documents in the electronic document management system;
- sends an invitation to the Contractor to exchange documents in the electronic document management system.

The Parties exchange documents electronically via telecommunication channels through the SBIS electronic document management system, in compliance with the requirements of Russian legislation in force on the date of sending the document. The Contractor has the right to suspend the exchange of documents in the electronic document management system in the absence of information necessary for such an exchange.

3.7. The Certificate of Services provided is considered to be signed by the Customer, and the Services provided by the Contractor and accepted by the Customer in full if there are no objections to the quality and volume of Services provided within 10 (ten) working days from the date of issuing the certificate.

3.8. If the Customer is not a resident of the Russian Federation, the total amount of the Agreement cannot exceed 6,000,000 (Six million) rubles 00 kopecks during the entire term of the Agreement.

3.9. The volume of Services used is determined solely by the Contractor's records. The basis for debiting funds from the Personal Account for Services is the data obtained using the equipment used by the Contractor to account for the volume of Services provided by it, as well as the fact of ordering Services by the Customer.

3.10. The Contractor has the right to change the tariffs and conditions for the provision of Services unilaterally with mandatory notification to the Customer within a reasonable time before such a change. In case of disagreement, the Customer undertakes to stop using the Services from the date of change in the cost of Services and/or terms of Service.

3.11. Funds are credited to the Customer's Personal Account in Russian rubles by transferring the amount of money to the Contractor's current account, including using payment systems.

3.12. The Customer is solely responsible for the correctness of its payments. If the Contractor's bank details are changed, from the moment the new details are published on the Contractor's website, the Customer is independently responsible for payments made using outdated details other than the details specified in the newly issued invoice.

3.13. The fact of payment through the bank (transfer of funds by bank transfer) is considered confirmed after receipt of the relevant information from the Contractor's bank and is the basis for crediting funds to the Customer's Personal Account.

3.14. The accounting of the Services consumed by the Customer is maintained in accordance with the billing unit approved by the Contractor. The selection and ordering of Services are carried out by the Customer independently in the Account or on the Contractor's website at <http://okey-telecom.ru/en/>. The provision of the Service begins from the moment it is enabled by the Contractor if there are sufficient funds on the Customer's Personal Account. The exception is Services, the provision of which requires confirmation by the Contractor in accordance with the Terms of Use of Specific Services.

3.15. In cases where payment for the Customer is made by a third party (payer), the following conditions must be met:

- for the payer that is a private person — the provision of a Power of Attorney to represent the interests of the Customer;
- for the payer that is a legal entity — indication in the field "purpose of payment" of the payment order "Payment for ... (name of the Customer), on the personal account No. (account number)" or provision of a written notification by the Payer about the offset of the payment against the payment under this Agreement for the Customer.

Funds are not credited to the Customer's Personal Account until the above conditions are met.

3.16. If the Customer refuses the Services before the expiration of the paid period of the Service, the Contractor returns the prepaid funds to the Customer's balance exclusively for the full unused months.

3.17. With a one-time prepayment of rental services for long periods, the Contractor can provide discounts to the Customer:

- prepayment for 6 months - 5% discount;
- prepayment for 1 year - 10% discount;
- prepayment for 2 years - 15% discount;
- prepayment for 3 years - 20% discount;

3.17.1. Discounts provided for one-time prepayment of long-term rental services do not apply to additional services, certificates, licenses, and software that may be included in the package of services provided with the leased infrastructure, as well as to the components of rental services if this is explicitly indicated in the offer.

3.17.2. Discounts provided for one-time prepayment of long-term rental services are not combined with other discounts and do not apply to various promotional offers.



3.17.3. Discounts provided for one-time prepayment of long-term rental services are provided on the condition that the Customer waives the right of unilateral early withdrawal from these services or termination of the contract.

3.17.4. Upon termination of the use of services to which discounts have been applied, provided with a one-time prepayment of rental services for long periods, or upon the termination of the contract at the initiative of the Customer, the Contractor reserves the rights to:

- recalculate the cost of services already rendered, taking into account the cancellation of these discounts;
- issue an invoice to the Customer for payment of the missing amount to cover the cost of services, taking into account the cancellation of these discounts;
- when the Customer requests a refund of unspent funds, return the unspent funds in the amount calculated based on the cost of services, taking into account the cancellation of these discounts.

## 4. CONFIDENTIALITY

4.1. The Parties hereby confirm that the information they exchange during the preparation, as well as after the conclusion of this Agreement, is confidential, being valuable to the Parties and not subject to disclosure, since it constitutes an official and/or commercial secret, has real and potential commercial value due to its unknown to third parties, there is no free access to it access on a legal basis. Any information transmitted via Online Chat, Ticket system, or e-mail, as well as received during a visit by the Customer's representatives to the Data Center, is confidential. Photo and video shooting is prohibited in the Contractor's Data Center without obtaining the Contractor's written consent.

4.2. The Customer agrees to disclose the fact of the Customer's cooperation with the Contractor, the use of certain Services by the Customer, and also grants the Contractor the right to place the Customer's brand name, commercial designation, and trademarks in public sources and on the Contractor's website. Such use does not imply disclosure of other details of cooperation. The Contractor notifies the Customer of the disclosure of the fact of cooperation and the placement of the Customer's brand name, commercial designation, and trademarks 30 (thirty) calendar days prior to such disclosure and/or placement using the Ticket System and /or e-mail and/or via telephone.

4.3. The use of the Customer's brand name, commercial designation, and trademarks under this Agreement does not constitute the use of rights to protected intellectual property objects within the meaning of the provisions of the legislation of the Russian Federation on the protection of intellectual property rights.

4.4. The information specified in clause 4.1 may not be published or transferred to third parties without the other Party's written consent during this Agreement's term, as well as within 5 (five) years after its termination for any reason.

4.5. Each Party is obliged to take all reasonable measures necessary and appropriate to prevent unauthorized disclosure of confidential information, while the measures taken should be no less significant than those that the Party takes to preserve its own information of this kind.

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

4.7. In case of violation of the non-disclosure stipulated by the Agreement, the Contractor has the right to refuse to provide further Services to the Customer unilaterally, starting from the date of detection of such violation, as well as to demand compensation for losses incurred as a result of the violation of the non-disclosure by the Customer.

## 5. RESPONSIBILITY OF THE PARTIES

5.1. The Parties are responsible for improper execution of the Agreement in accordance with the legislation of the Russian Federation, taking into account the conditions established by the Agreement.

5.2. The Contractor ensures the uninterrupted functioning of its equipment involved in the provision of Services, except in cases of scheduled maintenance, works caused by failures in the operation of equipment or software, as well as in cases where it is impossible to fully use the Contractor's own resources due to the actions or inaction of third parties and/or inactivity of transport and information channels, as well as in the event of accidents or force majeure circumstances. In the event of an unplanned power outage or an accident, the Contractor immediately proceeds to troubleshoot and, if possible, notifies the Customer of an unplanned outage.

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

5.4. If the Customer has not notified the Contractor about the change of the phone number from which the registration was made, the Contractor is not responsible for the inability to restore access to the Account, as well as the inability to identify the Customer in each specific case.

5.5. In case of demands and/or claims against the Contractor from third parties, as well as copyright holders (in cases of protection of exclusive rights to objects illegally posted on the Customer's and/or Customer's clients' website (websites)), the Contractor has the right to involve the Customer in the case as a co-respondent, as well as to demand compensation for court costs and damages in the order of recourse claims in case of recovery of funds from the Contractor for violation of current legislation committed by the Customer. In addition, the Contractor has the right to claim damages by way of recourse in case the Customer violates the license conditions when using the software leased from the Contractor.

5.6. The Customer is solely responsible for the content of the information processed through the Services transmitted by it or another person under its network details via the Internet and the Contractor's own resources, for its reliability, freedom from third-party claims, the legality of its dissemination and the harm caused by its actions (personally or by another person under its network details) of the person or property of citizens, legal entities, the state or the moral principles of society.

## 6. LIMITATION OF LIABILITY

6.1. The Contractor is not responsible for the illegal actions of the Customer.

6.2. The Contractor is not responsible for violating the rights of third parties resulting from the actions of the Customer using the Services provided by the Contractor.

6.3. The Contractor's liability for losses incurred in connection with the execution of the Agreement, under no circumstances may exceed the amount of the monthly payment for the Services provided under the Agreement.

6.4. The Contractor does not guarantee that the software or any other materials obtained through the Services provided do not contain viruses and other malicious components and is not responsible for direct or indirect damage caused to the Customer as a result of errors, omissions, interruptions, delays in work, deletion of files and other defects in data transmission.

6.5. The Contractor is not responsible to the Customer:

6.5.1. For any losses incurred by the Customer due to the disclosure, loss, or inability of the latter to receive their credentials. Any person who has provided passwords and other confidential information required to identify the Customer, or who uses such data for authorization in the Account, is considered as its representative, who acts on behalf of the Customer. Access to the Account (recovery of the Customer's login and password) is carried out in the way chosen by the Customer in the Account.

6.5.2. For lost profits and lost profits, as well as for any indirect losses incurred by the Customer during the use or non-use of the Contractor's Services.

6.5.3. For the normal functioning of the Internet network or its parts, as well as for their availability to the Customer, unless otherwise expressly provided by the Agreement.

6.5.4. For any information, goods, or Services received via the Internet, including if they are posted on the Contractor's own resources.

6.5.5. For changing the properties, functions, and quality of Services provided to the Customer if they are not explicitly described in the Agreement.

6.5.6. For the quality, error-free, and absence of malicious components in the software used on the Contractor's servers and other Internet resources or offered to the Customer, if it is not developed by the Contractor itself or if the Customer uses equipment that does not have mandatory licenses and certificates.

6.5.7. For delays, interruptions in work, and the inability to fully use the Contractor's own resources, occurring directly or indirectly due to the actions or omissions of third parties and/or the inactivity of transport and information channels outside the Contractor's own resources.

6.5.8. For any illegal actions of third parties.

6.5.9. For the content of information nodes created and maintained by the Customer or users. And the Contractor does not carry out any prior censorship. At the same time, the Contractor has the right, caused by the Customer's violation of the Agreement and/or legislation, to block, modify, or delete the contents of the Customer's information resources or its users if necessary.

6.5.10. For the safety of information posted by the Customer using the Contractor's Services, unless otherwise stipulated in the Agreement.

6.5.11. To the Customer and/or third parties for the placement and/or use by the Customer of any software and its components in the provision of Services by the Contractor.

6.5.12. For violation of any license requirements and agreements by the Customer.

6.6. The Contractor is not responsible for the content of the information transmitted by the Customer via the Internet and the Contractor's own resources. The Contractor does not control the content of the information stored, published, or distributed by the Customer using

the Services provided and does not bear any responsibility for such information's accuracy, quality, and content.

## 7. ASSURANCES AND GUARANTEES

7.1. The Customer confirms that when registering in the Account, it has provided the Contractor with reliable information about itself, as well as current bank details and contact details.

7.2. The Customer undertakes to ensure the relevance of the information about itself in its Account, to inform the Contractor about the change of the specified information within 5 (five) working days from the date of its change.

7.3. The Customer confirms that it does not intend to use the Contractor's Services for illegal purposes.

7.4. For the conclusion and execution of the Agreement, the Customer has received all the necessary consents, approvals, and permits, which must be obtained in accordance with the current legislation of the Russian Federation, Articles of Association, and local regulations.

7.5. The person concluding the Agreement on behalf of the Customer on the day of conclusion has all the necessary powers for this.

7.6. There are no legislative, subordinate regulatory, and individual acts, local documents, or judicial acts, including acts and decisions of foreign courts, foreign and international bodies, as well as decisions of management bodies prohibiting the Customer or restricting its right to conclude and execute an Agreement.

7.7. The Customer confirms that it has duly issued licenses, certificates, and other permits necessary for carrying out its activities on the territory of the Russian Federation if its activities are subject to certification and/or licensing in accordance with the legislation of the Russian Federation. In the absence of the required certificates and licenses, the Contractor is not responsible for the Customer's use of the equipment in violation of current legislation.

7.8. The Customer confirms that it undertakes to use the software (both provided by the Contractor and independently by the Customer) exclusively in accordance with the license requirements.

## 8. FORCE MAJEURE

8.1. The Parties shall not be liable for delays in the performance or non-performance of obligations under the Agreement if delays or non-performance occurred due to force majeure

circumstances. Such circumstances include (but are not limited to): wars, military actions, riots, sabotage, strikes, fires, explosions, floods or other natural disasters, and the issuance of regulatory acts of a prohibitive nature by state bodies of the Russian Federation, subjects of the Russian Federation or local self-government bodies, acts of bodies of foreign states and international bodies, including decisions on the imposition of sanctions against the Parties to the Agreement, other circumstances stipulated by the current legislation of the Russian Federation.

8.2. Immediately after receiving information about the occurrence of any circumstances delaying the execution or otherwise impeding the execution of the Agreement, the Parties notify each other in writing.

8.3. The Parties are not responsible for any losses, as well as expenses related to claims or claims of third parties that may arise as a result of force majeure.

8.4. If a force majeure circumstance causing a substantial breach or non-fulfillment of obligations under the Agreement lasts for more than 30 (thirty) calendar days, each Party has the right to terminate the Agreement after giving the other Party a 5 (five) business days prior written notice of its intention to terminate the Agreement.

## 9. PERIOD OF VALIDITY, PROCEDURE FOR AMENDMENT, AND TERMINATION OF THE AGREEMENT

9.1. This Agreement is concluded for a period of one year and comes into force from the date of acceptance of the conditions of this agreement (acceptance) by the Customer. If, 30 (thirty) calendar days before the expiration of the Agreement, none of the Parties declares in writing the termination of its validity, it will be considered extended for a period of one year. The number of extensions is not limited.

9.2. The Contractor has the right to amend the Agreement unilaterally. In case of amendments to the Agreement, the Contractor notifies the Customer within a reasonable time before the above amendments come into force. The amendments will take effect 15 calendar days from the date of notification. If the Customer does not agree with the amendments, it has a right to unilaterally withdraw from the Services by sending a written notice of its desire to terminate the Agreement within 10 (ten) calendar days from the date of notification, in which case the Agreement terminates from the date of entry into force of the amendments. If within 10 (ten) calendar days from the date of notification, the Contractor does not receive a written refusal from the Customer to accept the new conditions of Service, the new conditions are considered accepted by the Customer.

9.3. Either Party has the right to terminate this Agreement by sending a written notice to the other. The Agreement shall be deemed terminated after 30 (thirty) calendar days from the

date of receipt of the said notification. In case of termination of the Agreement due to violation of the Agreement by the Customer, the Contractor has the right to set a different period for termination of the Agreement. The Contractor has the right to completely terminate the provision of a certain Service, the support of which can no longer be carried out, by sending a written notification to the Customer about it within a reasonable time.

9.4. The Contractor also has the right to terminate the Agreement unilaterally out of court by sending a notification to the Customer at any time after it became known that:

- the Customer has, in the opinion of the Contractor, signs that clearly or indirectly indicate the possibility of non-fulfillment and/or improper fulfillment by the Customer of obligations under this Agreement;
- in relation to the Customer, it becomes possible to conduct any liquidation procedure, termination of activity, bankruptcy or any other similar procedure or measure (including, but not limited to, the appointment of a trustee, bankruptcy trustee, arbitration manager, liquidator, or other similar person), which entails the release or other reduction of liability or obligations of the Customer;
- the Customer is subject to any introduced or implemented procedure or measure aimed at preventing insolvency or bankruptcy;
- the Customer acknowledges its inability to pay its debt, the payment term of which is expiring.

The Agreement is terminated on the date specified in the notification.

9.5. Termination of this Agreement for any reason does not release the Customer from the obligation to fulfill all monetary obligations provided for in this Agreement and/or Agreements to it.

9.6. Upon termination of the Agreement at the initiative of the Customer, the Contractor returns the remaining funds from the Customer's Personal Account. The funds are returned according to the original refund application, in accordance with this Agreement. When returning funds, the Contractor has the right to demand confirmation by the Customer of the data specified during registration (request for passport data/passport copy) and/or confirmation that the Customer is the owner of the SIM card from which the Customer confirmed registration on the Contractor's website or proof of the SIM card owner's consent to the Customer performing such actions. In the absence of confirmation, the Contractor has the right not to refund the remaining funds on the Personal Account.

9.7. In case of termination of the Agreement on the initiative of the Contractor for violation by the Customer of the conditions of this Agreement, the unused balance of its funds is not refunded, and the debt in payment for Services rendered by the Customer is compensated.

9.8. In case of repeated detection of violations specified in the Terms of Use of the Services and facilities, the Contractor has the right to terminate the Agreement without prior notice.

## 10. DISPUTE SETTLEMENT PROCEDURE

10.1. If any disputes or disagreements arise between the Customer and the Contractor related to the Agreement or the fulfillment or non-fulfillment by any Party of obligations under the Agreement, the Parties will make every effort to resolve them through negotiations between their authorized representatives.

10.2. A claim-based pre-trial dispute resolution procedure is mandatory. Claims are accepted in writing, subject to their validity, that is, the claim sent by the Customer to the Contractor must contain a reference to a clause of the Agreement, an article of the law, or another regulatory legal act that, in the opinion of the Customer, the Contractor violated. The party receiving the claim is obliged to send a response within 10 (ten) working days from the date of its receipt.

10.3. If it is impossible to resolve disputes through negotiations and in a claim-based manner, they are subject to resolution in accordance with the current legislation of the Russian Federation. If the Customer is a legal entity or an individual entrepreneur, the dispute is referred to the Arbitration Court of the city of Moscow. If the Customer is an individual, the dispute is referred to the court at the location of the Contractor.

## 11. MESSAGE EXCHANGE

11.1. The exchange of messages between the Parties, including legally significant messages, is carried out through the Ticket system.

11.2. The Contractor also has the right to notify the Customer by publishing information on the official website of the Contractor and/or in the Account, to send information by email specified by the Customer in the Account.

11.3. The risk of non-receipt of messages by the Customer when sending the relevant messages by the Contractor in any of the listed ways lies with the Customer, including in the case of specifying an incorrect email in the Personal Account, refusing to read letters, and messages, including those received through the Ticket system, etc.

11.4. In the event of a change in the details, the Parties are obliged to notify each other within 10 days. In this case, the Customer is obliged to notify the Contractor by sending a notification through the Ticket system, by sending the original notification by mail or by dispatch, and the Contractor - by posting relevant information on the Contractor's website



and/or on the Account, and/or sending a notification by e-mail, and/or through the Ticket system.

11.5. In case of specifying an incorrect e-mail address, loss of access to e-mail, and/or change of e-mail address in the absence of notification of the Contractor, in case of non-reading, any notifications of the Contractor sent to the specified e-mail address of the Customer are considered received.

11.6. The Parties recognize the legal force of the texts of messages and documents sent through the Ticket system, along with documents executed in simple written form. The exception to this rule is this Agreement and the documents required for accounting and tax accounting.

11.7. If the Parties have doubts about receiving and (or) sending e-mail messages and other actions related to the use of the Contractor's interfaces, the information contained by the Contractor will be reliable evidence of the above events.

## 12. FINAL PROVISIONS

12.1. Neither of the Parties has the right to transfer its rights and obligations under the Agreement without the prior written consent of the other Party, except in cases of provision of Services to the Customer by third-party Service providers with whom the Contractor has concluded relevant contracts.

12.2. If one or more provisions of the Agreement are for any reason invalid or unenforceable, such invalidity does not affect the validity of the Agreement as a whole or the validity of any other provisions of the Agreement that remain in force.

## CONTRACTOR'S DETAILS

Name of the organization:	Okey-Telecom LLC
Taxpayer Identification Number:	7727278851
Industrial Enterprises Classifier:	772701001
Primary State Registration Number:	5157746185933
Registered address:	15, Nagornaya Str., block 8, floor 1, room 1, office 46, 117186, Moscow City
Postal address:	15, Nagornaya Str., block 8, 117186, Moscow City
Telephone/fax:	+7 (495) 234-77-11
Email:	support@atlex.ru
Web-server:	www.okey-telecom.ru
Russian Classifier of Enterprises and Organizations	52670968
All-Russian Classifier of Political Subdivisions:	45293570000
All-Russian Classifier of Forms of Ownership:	16
All-Russian Classifier of Forms of Incorporation:	12300