Public offer

Limited liability company "Profitserver" (Identification number 402176523, legal address - Georgia, 0159, Tbilisi, Didube district, Ljubljana Street, 3-146, E-mail: info@vds.market), hereinafter – "Contractor", publishes this Agreement, which constitutes a Public Offer ("Offer") towards the legal and physical entities (hereinafter – Customer) in accordance with article 329 of Civil Code of Georgia.

Acceptance and consent with conditions of this Agreement (acceptance of an offer) by legal or physical entity is made by posting of a "check mark" (a mark) in the field "I agree" by the registration on the Website of Contractor https://vds.market.

A legal or physical person who accepts an offer becomes a Customer (in accordance with articles 329,331 of the Civil Code of Georgia). Acceptance of an offer is equivalent to conclusion of Agreement under the terms, set out in the offer.

Following to all mentioned above, please read carefully the text of this public offer. In case if you disagree with any clause of the offer, Contractor suggests you to deny the conclusion of Agreement.

1. TERMS AND DEFINITIONS

1.1**. Domain name** - a set of symbols, destined for addressing of Websites in Internet in order to secure access to information, posted on the Internet.

1.2. **Registration activities with the domain name** - insertion of information about the domain name in the database of Registrar in order to ensure the uniqueness of usage of domain and to receive the rights for administration of domain.

1.3. **Payment system** - ensemble of organisations, acting by the rules of payment systems in order to provide the transfer of money, including the operator of payment system, the operators of services of payment infrastructure and participants of payments system, out of which at least three organisations represent the money transfer operators.

1.4. **Account** - a set of information about the user, stored in the computer system, including the login (a name used by the user to introduce himself to computer), a password, the rights of access, the personal files and settings and the orders.

1.5. **Personal cabinet** - a section at the Website of Contractor which includes the self-service system, used by Customer to access the information about provided services, payments to Contractor and other information.

1.6. **IP address (network address)** - identifier in the data transfer network, which defines a subscriber terminal and other communication tools within the information system by provision of services.

1.7. **Services of virtual server** - services on provision of partial capacities of physical server of Contractor for temporary use.

1.8. **Server** - a tool of communication, destined for storage of information

1.9. **Website** - https://vds.market and its subdomains.

1.10. **Period (Accounting period)** - 1 calendar month.

1.11. **Identifier** - a set of symbols, enabling the Contractor to identify the Customer by his posting of links to the Website of Contractor.

1.12. **System** - a hardware and software complex, owned by Contractor.

2. OFFER ACCEPTANCE

2.1. Offer acceptance means complete and unconditional acceptance of conditions of Agreement by the Customer. Acceptance of this offer implies a registration of a Customer on the Website (by the procedure, set out on the Website) and the payment of services of Contractor by the Customer.

3. SUBJECT OF AGREEMENT

3.1. Under this Agreement the Contractor undertakes to provide to the Customer, and the Customer undertakes to pay for the following ordered services-
3.1.1. Virtual private server (VPS/VDS);
3.1.2. Physical server
3.1.3. provision of IP-address
3.1.4. registration activities with the domain name
3.1.5. web hosting for websites
3.1.6. provision of non-exclusive rights of use of software (hereinafter-"licences")
3.1.7. technical support
3.2. The Customer undertakes to pay for the following ordered services.
3.3. The Customer must pay for the services in accordance with tariffs, set out on the Website of Contractor.
3.4. The Customer has the right to provide to Contractor the services on attraction of New Customers and to receive a reward for such services in accordance with conditions, set out on the Website of Contractor.
3.5. Further services, set out on the Website of Contractor.

4. REGISTRATION RULES

4.1. The registration is made by the Customer independently in his Personal cabinet.
4.2. During the registration the Customer must specify his actual information and fill out all compulsory fields.
4.3. In case if the verification will determine that during the registration the Customer had specified a false personal data or had refused to present the confirming documents, the account of   Customer will be blocked until the provision of reliable information to the Contractor.
4.4. In accordance with article 5 of Law of Georgia "On protection of personal information" № 5669-вс from 28.11.2011 the processing of personal information of the Customer is done in order to execute this Agreement, whereas the Customer is one of the parties of Agreement. Personal information of the Customer is not subject to disclosure with exception to the cases, envisaged by legislation of Georgia.
4.5. Contractor undertakes to secure integrity of personal information and to use all personal information of the Customer, specified by him be the registration in the system, only for provision of corresponding services, identification and support of the Customer.
4.6. The use of VoIP (SIP) phone calls, the voice mail and the mechanism of call forwarding by the registration is not allowed.

5. COST OF SERVICES AND PROCEDURE OF PAYMENTS

5.1. The cost of services by this Agreement is defined by current tariff rates, specified on the Website.
5.2. The services are paid by the Customer on the basis of imprest accounts, presented in the personal cabinet. The Contractor reserves the right to provide definite non-recurrent free services in

the mode of a testing 7-day term. Information about the current free of charge test services is located on the Website https://vds.market in the corresponding sections.

5.3. The payment is made by any of the ways, available in the personal cabinet, upon discretion of the Customer.

5.4. An invoice, issued in the personal cabinet, must be paid until the specified due date.

5.5. The payment is considered as fulfilled only by its registration in the personal cabinet of the Customer. In case if the payment was not registered, the Customer must communicate with the client relations department and approve the procedure of payment.

5.6. In case of absence of payment for the next period the provision of services will be suspended until accomplishment of payment.

5.7. In case if during three days after suspension of virtual or physical server service the Customer does not make the payment, such server will be automatically deleted   irrecoverably.

5.8. The provision of a possibility to use the service is made within 24 hours after crediting of complete advance payment. The Customer is recommended to create in his personal cabinet a request of completed debt payment.

6. LICENCES FOR CONTROL PANELS

6.1. The obligations of Contractor include only the provision of rights of use (a license), necessary for operation of a corresponding control panel.

6.2. The cost of temporary rights of use of the control panel does not include the cost of technical support, provided by employees of Contractor.

6.3. In case if the right of use of control panel was provided to Customer together with the server (before the transfer of server access information to customer), the installation of control panel with default settings, recommended by the manufacturer, will be made free of charge.

6.4. In case if the right of use of control panel emerged after installation of the server, the installation of control panel will be made against payment in accordance with the current tariff rates.

6.5. The installed software is provided "as is" in accordance with licence provisions of the manufacturer.

6.6. The entire subsequent setting and configuration of the control panel upon accomplishment of installation will be done by the Customer independently.

6.7. In order to obtain the technical support as of the operation of software of control panel the Customer must refer to the documents, to official forum or to client desk of developer of such software, or make use of the paid services of technical support of Contractor in accordance with the current tariff rates.

6.8. The right of use of licensed software is implemented only on that server, where it had been installed within the term of use of a virtual or physical server service. The use (transfer) of licensed software on external virtual or physical server (not belonging to Contractor) is not permitted.

7. FORBIDDEN ACTIONS

During the use of services of Contractor the Customer is prohibited to perform the following actions:

- Use the servers and (or) the hosting in any way, which might impede their correct operation
- Download, transfer or publish in other way any information, contradicting the legislation of a country in which the server is located.
- Use the software for automated collection of information and/or other software in order to interact with the network of Contractor or try to get access to hosts and (or) the networks in any way, including the guessing of passwords, the hacking or other actions against the will of their owner.

- Allocate the download portals, audio/video-portals, the hosting of files, the services of storage and exchange, as well as the live streaming Websites, the Websites for storage of videos of photos and other resources with high consumption/ generation of traffic without prior authorization of Contractor.
- Allocate and use the torrent-clients and the trackers, as well as other p2p and tools for files exchange.
- Modify the network settings of a server in a way which causes a faulty operation of a technical platform of Contractor or servers of other Customers.
- Use pirated or unlicensed software or infringe the intellectual property rights of third persons in other ways.
- Post, store and process personal data of people in violation of laws of a country in which the server is located.
- Transfer, distribute and store any materials in violation of any applicable law or regulation. This applies to, without restrictions, materials, protected by the copyright, a trademark, commercial secret and other intellectual property rights, used without the proper consent, and the materials of vulgar or calumnious nature or those that represent illegal menace or violate the export licensing laws.
- Dispatch the unsolicited bulk electronic communications («UBE», «spam»). The dispatch of any unsolicited electronic communications via the servers of Contractor is prohibited. In the same manner, the dispatch of UBE from another service supplier who advertises a Website, an E-mail address or the use of any resource, posted on servers of Contractor, is not allowed. Accounts and services of Contractor may not be implemented to question the customers or to collect their answers, delivered by another Internet provider, in case if such messages violate this Policy or the Police of another supplier.
- Dispatch the unsolicited bulk electronic communications without consent of the addressee. Subscription of E-mail addresses to any mailing list without a clear and verifiable consent of an owner of Email address is prohibited. All and any mailing lists, executed by customers of Contractor, must be approved by addressees. A message with confirmation of subscription, received from each owner of Email address, must be stored in the file for the duration of existence of a mailing list. The purchase of lists of Email addresses from third parties for the dispatch in any domain, posted by Contractor, and the links to any account of Contractor are prohibited.
- Advertise, transfer or provide another kind of access to any software, product or services, destined for violation of this Agreement or the Contract of any provider of Internet services, including, among others, assistance to mediums of transmission of unsolicited communications by Email, initiation of connection testing, the undesirable online activities (flood), Email hacking, denial of service attacks.
- Account management on behalf or in relation to resale of any services to persons or companies, listed in the database of Spamhaus Register of Spam Operations (ROKSO), by the address www.spamhaus.org/rokso.
- Unauthorized attempts of the user to get access to any account or computer resource, not belonging to such user (such as "hacking")
- Receipt or attempt to receive a service in any way or device in order to elude the payment.
- Unauthorized access, modification, destruction or any such attempt in relation to any information of any customers or end users of Contractor by the means of any tools and devices.
- Deliberate participation in any actions, directed at denial of service for any other user, whether in the network of a counter agent or in the network of another provider.
- Usage of services of Contractor in order to intervene in the deployment of Contractor's network by other customers or authorized users.
- Launch of public proxy and VPN services
- Extraction (mining) of virtual currencies (coins), delivery guides TOR

- Posting of Websites, destined for fraudulent actions, including but not limited to-
- Cajolement of passwords, imitation of appearance of other websites (fishing)
- Fraud of visitors, collection of money on false pretences and further
- Launch in VDS-servers for significant period of time the resource-intensive tasks which might render a negative effect over operations of other users

8. SUSPENSION AND DELETION OF SERVICES

8.1. The Contractor has the right to suspend temporarily the provision of services unilaterally and to dissolve an agreement   in case if the Customer is involved in activities, violating the rules and regulations of usage of service, set out in this Agreement-

8.1.1. Indication of knowingly false information of the Customer by the registration and denial of its documentary confirmation.

8.1.2. Delayed payment of invoices or existence of financial debt of the Customer against the Contractor

8.1.3. Commitment of any prohibited action, specified in cl. 7 of this Offer

8.1.4. Delayed response (failure to take measures) as of presented claims and submission of repeated claims after taking of measures by the Customer.

8.1.5. Intensive incoming DDOS-attack on the server of a Customer (for the entire duration of such attack) or by existing threat of repeated attack.

8.1.6. Extreme load over the network infrastructure of a data-centre and failure to take measures for its reduction after the warning,

8.1.7. Usage of services of Contractor for any illegal purposes.

8.1.8. Revelation of fraudulent events on the part of a Customer, resistance to normal operation of Contractor or voluntary infliction or other damage to interests of Contractor or his business reputation.

8.1.9. Impolite communication with employees of Contractor, including rudeness, usage of obscene words, menaces, distribution of calumnious information about Contractor.

8.2. Services of rental of dedicated servers and VDS, not renewed for the next period,   will be blocked automatically. The self-service system (billing) specifies a final date of provision of service. Namely at 00 hours 00 minutes of specified day (time zone GMT+3) occurs either extension of duration of the service for the next period (under condition of activated automated extension in the settings of a service and existence of required sum of money at the personal account), or blocking of the service.

8.3. The services, automatically blocked by the self-service system (billing), will be deleted automatically after a definite period. For VDS, shared hosting and dedicated servers the period of deletion of the service is 3 days (72 hours) since the blocking. Upon the expiry of indicated period the service will be deleted (hard disks of dedicated servers are formatted, the disk images are deleted and IP-addresses are marked as undisposed. Dedicated servers and VDS, blocked for significant violations of conditions of provision of services (spam mailing,   botnets, prohibited content, illegal actions), may be deleted within 12 hours after denial of rendering the service.

9. LIABILITY LIMITATION OF CONTRACTOR

9.1. Notwithstanding the provisions of this Agreement, the Contractor is not obliged to verify the contents of information and materials of Customer in any way and will bear no responsibility under any circumstances for such contents and their correspondence with the current legislation, as well as for violation of copyright, related or other rights, unauthorized use of trademarks, company names and logotypes, and for eventual infringement of rights of third parties in relation to posting of information

and materials. By submission of claims of third parties in relation to posting of information and materials of a Customer, the latter will settle such claims at its own discretion and expense.

9.2. By emergence of undesirable consequences, incurred by Customer following to usage of services, Contractor undertakes to examine appeals of a Customer and to take measures for their recovery in accordance with conditions of this Agreement.

9.3. The Customer will secure operation of the network, the virtual of physical servers, but bears no responsibility for their uninterrupted operation, the loss of any information, posted by the Customer or for infliction of any other losses, incurred or likely to incur by usage of services.

9.4. Reload of the server does not represent a stand- by event and can be produced by technical services of Contractor by occurrence of a technical necessity. The Customer undertakes to configure properly the Server to make it start automatically by reload.

9.5. Contractor reserves the right to suspend the services and servers of Customer for execution of a scheduled maintenance, by DDOS-attacks and other network attacks, as a result of natural disasters and other force-majeure circumstances. Contractor does not guarantee the absence of out-of-scheduled restarts of virtual servers.

9.6. Contractor bears no responsibility for the speed of access to resources of Customer on intermediate nodes outside the data-centre or the non-availability of servers from separate IP-subnetworks.

9.7. Contractor will not be held responsible for selection by the Customer of an operating system, the software, a control panel, the server configuration and the possible consequences of his choice.

9.8. Contractor reserves the right to replace the components of physical servers against the similar or better ones as per the properties of a model without preliminary consent or notification.

9.9. Contractor will not be held responsible for non-receipt by the Customer of important informational messages on his Email. An archive of all automatically dispatched notifications is available for examination in the personal cabinet of a Customer.

9.10. Contractor will not be held responsible for non-fulfilment or improper fulfilment of his obligations owing to the failures in telecommunication or electricity networks, the actions of malicious software, malfunctioning of Internet-providers, and malicious actions of third persons, directed at unauthorized access and (or) disabling of hardware and (or) software of services and servers of Contractor.

9.11. Contractor does not undertake to bring back or destroy any materials, published or presented by the Customer.

9.12. Contractor will not be held responsible for improper functioning of servers, the failures or delays in their operation, damage or loss of information, in case if they were caused by circumstances of Force Majeure, such as fires, epidemics, extraordinary meteorological conditions, shortages in energy supply, distribution of a virus software or by deliberate illegal actions of third persons.

9.13. In case if any clause of this Agreement will become impossible for literal fulfilment, such clause will be interpreted in accordance with the current legislation of Georgia with due regard to initial interests of Parties, whereas the remaining part of Agreement will remain in full force. Non-fulfilment of any clause of this Agreement by Contractor does not imply the denial to fulfil such clause. The common practice of behaviour of parties of the practise of provision of similar services may not be the reason for modification of stipulations of this Agreement.

9.14. By occurrence of unsettled claims between the Parties each Party may protect its violated rights by the procedure, established by legislation of Georgia.

10. DISSOLUTION OF AGREEMENT

10.1. This Agreement may be dissolved any time by mutual consent of the Parties, among such if the Customer disagrees with the new edition of Agreement.

10.2. By violation of conditions of this Agreement the Contractor will be entitled to dissolve it unilaterally.

10.3. The Customer has the right to dissolve this Agreement unilaterally. In such cases the remaining balance from the account of a Customer will be returned with exception to the cases, listed in cl.8 of

this Agreement. A Customer must inform the Contractor in written or by E-mail about dissolution of Agreement at least 10 days prior to it.

10.4. This Agreement comes into effect on the date of its conclusion and remains effective during one month. In case of payment for the services by the Customer in accordance with conditions, stipulated by this Agreement, it will be automatically extended for 30 days. The number of such extensions is not limited.

10.5. This Agreement remains effective by modifications of addresses and bank details of the Parties, their articles of incorporation, including, but not limited to modification of an owner, organizational and legal form and further. By modifications of addresses and bank details the Parties must inform each other within 10 days.

11. REFUND OF MONEY

11.1. By dissolution of Agreement upon initiative of the Customer the refund of money will be performed only for complete unused months without regard to discounts, bonuses and special offers, provided owing to advance payment of the services.

11.2. In case if at the moment of dissolution of Agreement or denial of service the Customer has a debt against the Contractor, its recovery will be made automatically at the expense of refunded money.

11.3. To refund the money the Customer must send from his personal cabinet a corresponding request to the Contractor with indication of reason for the service denial.

11.4. In case if Contractor suffered any kind of losses by the fault of a Customer who is getting refund of money (shutdown of servers, networks, posting of IP in the "black list", penalties and so on), the sum of refund will be deducted by the sum of expenses, correspondingly incurred by Contractor depending on every specific case.

11.5. The refund of money is performed within 30 days (for legal entities and individual entrepreneurs) and within 10 working days (for natural persons) upon receipt of corresponding requests via the payment system, used by the Customer for payment of services. The Customer is responsible for payment of commission of a payment system, used to make the refund of money.

12. TRANSFER AND ACCEPTANCE OF DELIVERED SERVICES

12.1. Provision of services by this Agreement for Customers, representing the legal entities, will be confirmed by Certificate of rendered services, sent by Contractor to Customer within 35 calendar days after receipt of payment.

12.2. In case if the Customer has no claims as per the services, delivered by Contractor, he must sign and send the Certificate of rendered services to Contractor within 7 days after receipt.

12.3. In case if the Customer has claims as per the services, delivered by Contractor, he must send them in written to Contractor within 3 calendar days upon receipt of Certificate of rendered services.

12.4. In case if within 30 (thirty) calendar days after dispatch of Certificate of rendered services to the Customer the Contractor will not receive written claims or a signed Certificate of rendered services, such Certificate will be considered signed and the Services will be deemed as accepted.

12.5 Provision of services by this Agreement for Customers, representing the physical entities, will be confirmed by the fact of consumption of delivered services by the Customer and the absence of written claims from the Customer as per the services, delivered by Contractor.

13. PROCEDURE OF RENDERING SUPPORT

13.1. The list of free of charge services, delivered by Contractor for the technical support of servers, is provided on the Website.

13.2. The Contractor must provide to the Customer the possibility of access to the server by the protocol SSH with root-rights (for OS Linux/FreeBSD) or by the protocol RDP (Remote Desktop) with

the rights of administrator (for OS Windows). After the first connection of a Customer all obligations of the Contractor on installation and support of software of the server will be deemed as entirely fulfilled. All subsequent actions on securing of functioning of the server will be made by the Customer independently.

13.3. Responsibility of the Contractor is limited by the solution of issues, related to operation of server' components and the solution of network problems (not related to configuration of software of a standalone server) within the data centre.

13.4. Any other services of technical support of functioning of virtual or physical services of a Customer will be delivered against payment in accordance with the current tariff rates.

14. PROCESSING OF INCOMING CLAIMS

14.1. By submission of a claim against the Customer a new request with the description of such claim will be created in the personal cabinet of Customer.

14.2. The Customer must adopt all necessary measures for removal of committed violations and their exclusion in the future, provide his explanations as per the essence of a claim (what and why had happened and what measures had been taken by him).

14.3. In case if the notification of adopted measures was not sent by the Customer within the prescribed time, the Contractor has the right to suspend the provision of services until the solution of an issue.

14.4. With due regard to the nature, the number and the essence of submitted claims in order to minimize eventual consequences in case of delay to adopt the necessary measures, the Contractor reserves the right to suspend the provision of services with simultaneous dispatch of notification about committed violations.

15. DATA INTEGRITY

15.1. The Customer must create and maintain an updated backup copy of all the required information.

15.2. Contractor will not be responsible for data integrity on the server of a Customer.

15.3 By failure of a hard disk of a physical server it will be substituted against a blank (empty) disk of similar capacity.

15.4. In case if equipment functions on the server RAID1, the data resynchronization from the backup disk will be launched together with substitution of a disk.

15.5. In case if the server did not include the RAID1, then after substitution of a system (boot) disk the operational system will be reset free of charge.

15.6. The data recovery from the backup copies will be made by the Customer independently.

16. FINAL PROVISIONS

16.1. This Agreement comes into effect from the moment of acceptance of an Offer by the Customer and remains effective during 1 calendar month.

16.2. In case of payment for the services by the Customer in accordance with conditions, stipulated by this Agreement, it will be automatically extended for 30 days. The number of such extensions is not limited.

16.3.By the absence of payment this Agreement will be automatically dissolved in accordance with its conditions.

16.4. By the payment of services for 3,6,12 or more months this Agreement will remain effective during the corresponding period. Upon accomplishment of the paid periods this Agreement will be extended for the corresponding paid period.

16.5. This Agreement is governed and construed in accordance with legislation of Georgia subject to provisions of this Agreement.

16.6. This Agreement and any published modifications hereto remain entirely effective during the complete period of usage by the Customer.

16.7. Should one or several provisions of this Agreement appear as invalid or legally void for whatever reason, the rest of provisions will remain valid and applicable.

16.8. The Contractor is entitled to introduce changes in this Agreement any time without prior notification of a Customer. An updated version of Agreement will be published on the Website.

16.9. The disputes by this Agreement will be subject to preliminary resolution through a complaint procedure. A claim must be examined by the pertinent Party within 15 days since the receipt.

16.10. The disputes between Parties, unsettled through a complaint procedure, will be transferred for examination in the court at the domicile of Contractor.

16.11. The Customers may send any questions and claims by the contact information, posted on the Website of Contractor.

17. RULES OF USE OF SHARED RESOURCES

17.1. The Contractor will implement a Fair Use Policy (FUP) for the services, which consider the shared use of resources, such as the virtual private servers (VPS) and shared hosting, in order to administer the consumption of shared resources, such as the network traffic, the disk input/output and the central processor.

17.2. The Rule of fair use is intended to prevent an overload of network, an abused use and the inconveniences for other users. The Rule of fair use serves for notification of a Customer about the scope of our services in order to prevent the unforeseen expenses and secure uninterrupted usage of your services.

17.3. A Contractor reserves the right to control the amount of resources and to restrict their usage. Normally an excessive consumption of resources does not occur. In case if the consumption of central processor, a network traffic and a disk input/output significantly differs from an average value, the Contractor will communicate a Customer in order to settle an issue. Should the Customer fail to normalize the consumption, the Contractor may temporarily restrict the consumption of resources or additionally charge the Customer.