

## USER AGREEMENT

*Version from 02.06.2025*

*Effective from 16.06.2025*

This User Agreement (hereinafter referred to as the "Agreement") regulates relations between PRO DATA-TECH Limited Liability Company (hereinafter referred to as the "Contractor") and an unlimited number of legal entities and individuals who wish to use the services and facilities (hereinafter referred to as the "Customer") provided by the Contractor. The Customer should carefully read this Agreement, which is a public offer. Performing one of the above actions will mean that the Customer has fully familiarized with the content of the Agreement and accepts it in its entirety, including all annexes: a) registration of the Customer in the Account Control Panel; b) signing the Registration Form - Agreement; c) replenishment of the Personal Account. If the Customer does not accept the terms and conditions of this Agreement or does not agree with any of its provisions, the Customer shall refrain from registering in the Account Control Panel, signing the Registration Form - Agreement and replenishing the Personal Account.

### 1. SUBJECT OF AGREEMENT

- 1.1. The subject of the Agreement is provision of access to the Contractor's computing environments for processing of the Customer's data and other related services (hereinafter referred to as the "Services"). The Contractor shall provide the Services to the Customer in accordance with:
  - This Agreement;
  - Registration form;
  - Price List;
  - The Regulation of service provision;
  - Terms of use for individual services;published on the Contractor's website: <https://pro-data.tech/docs>.  
A complete list of Services is available at <https://pro-data.tech>.
- 1.2. By accepting the terms of the Agreement, the Customer confirms that he/she uses the Services exclusively within the framework of his/her business activity and is not a consumer within the meaning of the Law of the Republic of Uzbekistan "On Protection of Consumer Rights". This Agreement regulates the relations of the parties as participants of commercial activity, and it is not subject to the norms of the Law of the Republic of Uzbekistan "On Protection of Consumer Rights".
- 1.3. The Customer should carefully read this Agreement, the Price List and the Conditions of Use of individual services of the Contractor before accepting the Agreement.
- 1.4. For the purposes of this Agreement, a computing environment shall mean a hardware and software platform, which is a set of software and hardware objects that have a permanent connection to the Internet, using various forms of virtualization and allowing to host services and applications.

- 1.5. The integral elements of the Contractor's customizable computing environment may include, but are not limited to: data network connections, domain connection, IP address connection, SSL encryption, software interfaces, information security facilities.

## **2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **2.1. The Contractor shall have the right to:**

- Carry out planned technical works to modernize and improve the quality of services provided.
- Terminate Customer's access to the Services unilaterally in accordance with Section 5 of the Agreement.
- To demand from the Customer timely payment for the provided services in accordance with part 3 of the Agreement.
- Engage third parties or subcontractors to fulfill its obligations under the Agreement.
- To amend the Agreement and its integral parts specified in clause 1.1 by notifying the Customer by publishing information on the website or sending an electronic notice. The changes shall be deemed accepted if the Customer does not express a written objection within 10 calendar days from the date of notification. Continued use of the Service after the expiration of the said period shall be considered as the Customer's consent to the changes and amendments.
- Protect its intellectual property including but not limited to technology, software source code, know-how, brand, etc.
- Audit the use of its services by the customer to prevent unauthorized activities and misuse of allocated resources and services provided.
- The Contractor may have other rights in accordance with the legislation of the Republic of Uzbekistan.

### **2.2. The customer shall have the right to:**

- Periodically check for changes published on the Contractor's website regarding the Agreement and its integral parts, as well as other technological and organizational changes.
- To Send requests, claims, statements, notifications, and other demands to the Contractor in accordance with the legislation of the Republic of Uzbekistan. All of the above documents and any notifications provided for in this Agreement may be sent in the form of a scanned letter (signed by an authorized person) to the Contractor's email address: [care@pro-data.tech](mailto:care@pro-data.tech).
- Request the Contractor's assistance in migrating their data to the Contractor's computing environment.
- Change the volume of consumed services in Personal account (if it is available for a separate service) or by means of an application to the Contractor's client manager.
- Transfer your data to another provider or to your own computing environment without hindrance from the Contractor.
- Request compensation from the Contractor in cases of non-compliance of the actual level of service with the agreed SLA.

- Request a report from the Contractor on the performance and availability of services related to the services provided to the Customer.
- Request from the Contractor information about the location of the Data Processing Center where the Customer's data is stored and processed.
- The Contractor may have other rights in accordance with the laws of the Republic of Uzbekistan.

### 2.3. The Contractor undertakes to:

- Provide the Services specified in the Agreement to the Customer on a 24-hour basis, daily and without interruption, except in the circumstances set forth in Section 6 of this Agreement.
- Provide consultations on issues arising for the Customer in connection with the use of the Services.
- Provide the Customer with access to the Personal Account (if available for a separate service);
- Keep records of consumption and payment for the Services by the Customer using its accounting systems and provide access to this data through the Personal Account (if available for a particular service);
- To reflect receipts and debits for payment of Services in a timely manner;
- Timely notify the Customer of changes in the Agreement, Price List and Terms of Use of individual services by publishing the relevant information on the Contractor's website or communicating it to the Customer by e-mail. In case of disagreement with the new version of the documents, the Customer has the right to terminate the Agreement in accordance with clause 12.3. of the Agreement.
- To issue closing documents on the provision of services (hereinafter referred to as "Closing Documents") using the electronic document management system;
- Notify the Customer at least 24 (twenty-four) hours in advance of planned preventive maintenance work that entails the inability to use the Services. Service interruptions caused by these reasons shall not be compensated.
- To consider appeals and claims from the Customer within the time limits established by law and to provide a reasonable response in accordance with applicable regulations.
- Notify the Customer of any incidents affecting the availability, security, data integrity or operability of the services provided within a reasonable time from the time of discovery, and provide up-to-date information on the progress of their resolution and measures to prevent similar situations in the future.
- Provide physical access control to server equipment, restricting access to authorized individuals only and monitoring 24/7 using video surveillance and security.
- The Contractor undertakes to take measures to protect the equipment from risks associated with man-made and natural impacts, including equipping the server rooms with fire extinguishing systems and backup power supply.
- Contractor agrees to notify Customer immediately of any physical security incidents on the equipment that may affect the availability or integrity of Customer's data.

### 2.4. The Customer undertakes to:

- Comply with all requirements set forth in the Agreement.
- Accept the Services provided by the Contractor in accordance with the Agreement and its integral parts.
- To monitor the status and timely replenishment of his/her Personal Account (hereinafter referred to as the "Account") (if available for a particular service), where all information about the consumed Services and payments is recorded, and to timely pay for the provided Services by advance payment in accordance with the Price List.
- Sign the DDs received from the Contractor by means of the electronic document management system within 5 (five) calendar days from the moment of their receipt. If there are any objections to the DD, the Customer undertakes to inform the Contractor about them in writing within 10 (ten) calendar days from the date of sending the DD by the Contractor. If the motivated objections to the LA are not received by the Contractor within 10 (ten) calendar days from the date of their sending by the Contractor, the Services rendered to the Customer are considered to be accepted in full.
- Assist the Contractor in investigating the causes of unplanned service interruptions, safety violations, and suspected violations of the Agreement.
- Ensure confidentiality of the login and password used to log in to the Personal Account. The Customer bears the full risk of loss, disclosure, data transfer in case of unauthorized access to the Customer's credentials.
- Do not use access to the Internet via VPN to pass voice telephone traffic. If it is necessary to open a VPN channel for the customer's own needs, it is necessary to leave an application to the Contractor for connection of this service.
- Take all necessary measures in a timely manner to protect their information systems and software from unauthorized access, virus attacks (including encryptors), DDoS and other threats (including regularly updating software and using antivirus programs), and immediately notify the Contractor if such threats are detected or suspected, providing all necessary information.
- Not to offer work, employment, cooperation or other forms of employment to any employees of the Contractor without the prior written consent of the Contractor. In case of violation of this condition, the Customer shall pay to the Contractor a fine equivalent to the annual salary of such employee, without the need to prove the fact of causing losses.

### **3. COST OF SERVICE AND SETTLEMENT PROCEDURE**

- 3.1. The cost of the Services under the Agreement shall be determined by the current Price List available on the Contractor's website: <https://pro-data.tech/documents> and shall be fixed in the invoices for payment and DD.
- 3.2. The Services are provided on the terms of 100% prepayment in the amount established by the relevant Tariff. Payment for all Services provided to the Customer is made in sums (for residents of the Republic of Uzbekistan), in US dollars or other currency (for non-residents of the Republic of Uzbekistan) by advance payment to the Contractor's settlement account. The payment is subject to:
  - a) Monthly fee;
  - b) One-time fee (according to the selected type of Services);

c) Additional services rendered to the Customer (may be paid upon rendering of services).

- 3.3. The Contractor shall provide the Customer with an invoice for the services rendered for the previous month by the 3rd (third) working day of each calendar month inclusive via the electronic document management system.
- 3.4. The Customer undertakes to make prepayment for services for the next calendar month by the fifth (5th) working day of each month inclusive.
- 3.5. In accordance with the valid Price List, the Contractor shall take into account information about the consumed Services on the basis of calculations in Personal Account (if available for a separate service), as well as about the Customer's payments in his Account. The Contractor shall provide the Customer with information on the status of his Account.
- 3.6. In case of full exhaustion of funds on the Account, the Contractor shall have the right to suspend or terminate provision of Services to the Customer.
- 3.7. In case of violation of the terms of payment for the services specified in clause 3.4, the Customer undertakes to pay the Contractor a penalty at the rate of 0.4% of the overdue payment amount for each day of delay, but not more than 50% of the total amount of the overdue payment.
- 3.8. To ensure fulfillment by the Customer of obligations on timely payment for services rendered to him by the Contractor, the Parties have the right to conclude a contract of surety with a third party (Surety), which undertakes to be liable to the Contractor for the Customer's obligations on payment of invoices. Relations between the Contractor, the Customer and the Surety shall be regulated by this Agreement, the contract of guarantee and norms of the current legislation of the Republic of Uzbekistan, applicable to these legal relations.
- 3.9. Payment documents shall be executed with obligatory reference to the number and date of the contract or the Customer's invoice.
- 3.10. The fact of payment for the Services shall be considered confirmed after receipt of information from the bank about crediting of funds to the Contractor's settlement account. In case of payment for the Services by electronic payment systems, the fact of payment is considered to be the receipt of information from the payment system about the payment.

#### **4. ORGANIZATION OF NETWORK INFRASTRUCTURE AND SECURITY OF COMPUTING ENVIRONMENTS**

- 4.1. Internet connection is organized for all types of computing environments described in the Terms of Use of individual services.
- 4.2. Connection to the Internet is a prerequisite for the functioning of the computing environment and an integral part of the service for all types of computing environments described in the Terms of Use of individual services.
- 4.3. Connection to the Internet is organized by the Contractor by connecting the Contractor's equipment to the communication channels of telecom operators.

- 4.4. To enable access to the computing environment via the Internet, the Customer's computing environment shall be assigned an Internet protocol address (a unique network address of a node in a computer network based on the TCP/IP protocol stack, hereinafter referred to as an IP address).
- 4.5. In individual cases, at the Customer's request and if technically possible, the Customer may be assigned several IP addresses (not located sequentially) from a common range, or a separate IP subnetwork consisting of a specified number of consecutive IP addresses.
- 4.6. In order to provide the ability to address the computing environment by human-readable domain name, the computing environment can be assigned one or more domain names (DNS, from Domain Name System, a system for obtaining an IP address by the domain name of a node in a computer network).
- 4.7. Network security can be customized upon customer request for all types of computing environments described in the Terms of Use for individual services.
- 4.8. Network security, if configured in a computing environment, is an integral part of the service for all types of computing environments described in the Terms of Use for individual services.

## **5. SERVICE TERMINATION**

- 5.1. The Contractor shall have the right to stop providing the Services to the Customer or terminate the contractual relationship with the Customer unilaterally with simultaneous written or electronic notification. This applies to both the main Services and any additional Service if the Customer is involved in actions that violate the rules and regulations for using the Service set forth in this Agreement, its Appendices and supplements. The Contractor is also entitled to suspend rendering of the Services, block access to the Personal Account, reject the Customer's application for a new Service or for extension of the Service validity period, if the Contractor receives an order from an authorized state body requiring suspension of rendering of the Services to the Customer in accordance with the current legislation of the Republic of Uzbekistan.
- 5.2. In case of repeated or malicious violation by the Customer of the terms and conditions of this Agreement, the Regulations on the provision of services or terms of use of individual services, the Contractor has the right to terminate the provision of Services without prior warning, with subsequent notification of the Customer.
- 5.3. In case of early termination of provision of the Services in accordance with this Agreement, the funds shall be refunded less the amounts of on payment for the Services, which the Customer has used since the conclusion of the Agreement, as well as the bank commission at receipt/return of funds.
- 5.4. In case of termination of provision of the Services in accordance with clause 5.2. of the Agreement. The Contractor shall not be liable for notifying or failing to notify any third parties of the Customer's withdrawal of access and for possible consequences resulting from such warning or lack thereof.
- 5.5. If the Customer fails to timely pay for the Services under this Agreement, the Contractor shall have the right to suspend the provision of the Services until the payment is received. If within 3 (three) days from the moment of notification stipulated by cl. 5.2 of

the Regulations for Provision of Services, the Customer fails to repay the debt, the Contractor shall have the right to delete the Customer's computing environment. From the moment of suspension of the Services due to non-payment (or partial payment) and up to the moment of removal of the Customer's computing environment or resumption of the Services provision, the Customer shall pay to the Contractor the amount equal to the cost of the Services provision for the corresponding period.

- 5.6. If the Customer fails to eliminate the violation detected/established by the Contractor and stipulated by this Agreement, the Service Regulations or the Terms of Use of individual services, the Contractor shall be entitled to suspend the provision of Services to the Customer until the violation is eliminated. If within 3 (three) days from the moment of notification provided by cl. 5.2 of the Terms of Service Provision, the violation is not eliminated, the Contractor shall have the right to delete the Customer's computing environment without the possibility of recovery.

## **6. LIABILITY OF THE PARTIES**

- 6.1. The Parties shall be liable for breach of obligations under the Agreement in accordance with the procedure established by the legislation of the Republic of Uzbekistan, taking into account the terms and conditions stipulated by this Agreement. The Contractor shall ensure uninterrupted functioning of its equipment involved in the provision of Services, except for cases:
- scheduled maintenance;
  - emergency recovery operations;
  - when the use of the Contractor's resources is limited due to actions or inactions of third parties and/or malfunctions in transportation or information channels;
  - major accidents and force majeure events.
- 6.2. In the event of an unscheduled disconnection of the power supply, transportation network or an accident, the Contractor shall immediately proceed to remedy the problem and notify the Customer of the unscheduled disconnection.
- 6.3. If the Customer has not notified the Contractor about the change of e-mail specified during registration, the Contractor is not responsible for the impossibility to restore the access to the Personal Account independently, as well as the impossibility to identify the Customer in each specific case.
- 6.4. Technical support is provided 24 hours a day, 7 days a week, no weekends and no breaks. Request processing time can be up to 24 hours. If the request is beyond the competence of the technical support department, it is transferred to the appropriate department.
- 6.5. The Contractor is not responsible for the quality of public communication channels through which the Services are accessed. The Customer assumes full responsibility and all risks associated with the use of the Internet through the resources and/or Services of the Contractor.
- 6.6. The Contractor shall not be liable for claims of third parties who have concluded contracts with the Customer for the provision of services, which are partially or fully

provided by the Customer with the use of the Contractor's Services, except in cases when the liability arises due to the fault of the Contractor.

- 6.7. The Parties agree that the Contractor shall under no circumstances be liable to the Customer for consequential damages. The term "indirect losses" includes, but is not limited to: loss of income, profit, expected savings, business activity or reputation.
- 6.8. The Customer is fully responsible for the content of information processed using the Services, transmitted by him or third parties under his credentials via the Internet or the Contractor's resources. The Customer is responsible for the reliability of this information, its compliance with legal requirements and absence of claims from third parties. Also the Customer is responsible for any losses caused by his actions (or actions of third parties under his credentials) to physical or legal persons, the state or for violation of moral norms of the society.
- 6.9. In the event any clause of this Agreement is found not to be literally enforceable, it shall be construed in accordance with applicable Law, taking into account the original interests of the Parties, and the remainder of the Agreement shall continue in full force and effect.
- 6.10. In case of unsettled claims between the Parties, each of them may defend their violated rights in the order established by the laws of the Republic of Uzbekistan.

## **7. FORCE MAJEURE**

- 7.1. The Parties shall be released from liability for partial or full failure to fulfill their obligations under this Agreement caused by force majeure circumstances arising after its conclusion. Such circumstances, in particular, include: accidents resulting in violation of the integrity of public transmission networks; natural disasters; natural and industrial disasters; terrorist acts; acts of war; civil unrest; adoption by state or local authorities of acts containing prohibitions or restrictions on the Parties' activities under this Agreement; other circumstances that cannot be foreseen or prevented in advance and make it impossible and impossible for the Parties to fulfill their obligations under this Agreement.
- 7.2. In case of force majeure circumstances preventing from fulfillment of obligations under this Agreement, the term of fulfillment of these obligations by the Parties shall be extended for the period of such circumstances, as well as for the time required to eliminate their consequences, but not more than 60 (sixty) calendar days, without taking into account the time of the circumstances specified in clause 7.1. If the force majeure circumstances continue for more than the specified period of time or if at their occurrence it becomes obvious that they will last for more than this period of time, the Parties undertake to discuss the possibilities of alternative fulfillment of this Agreement or its termination without reimbursement of losses. In this case, the Contractor shall be obliged to return to the Customer the funds unused under the Agreement.
- 7.3. On the occurrence and termination of force majeure circumstances, one of the Parties, for which the breach of obligation was a consequence of force majeure circumstances, shall notify the other Party thereof in writing or via electronic document management system within 10 (ten) calendar days from the moment of occurrence/termination of force majeure circumstances.



- 7.4. Proof of the existence and duration of force majeure circumstances shall be documents issued by the competent authorities of the Republic of Uzbekistan.
- 7.5. Failure to notify or untimely notification shall preclude a Party from invoking any of the above circumstances.
- 7.6. In the event that due to the circumstances specified in cl. 7.1. Agreement, the performance or proper fulfillment of obligations under the Agreement is not performed for more than 60 (sixty) calendar days (without taking into account the period of validity of these circumstances), either Party shall have the right to unilaterally terminate the Agreement by notifying the other Party at least 10 (ten) calendar days prior to the expected date of termination.

## **8. CONFIDENTIAL INFORMATION**

- 8.1. The Parties undertake, without mutual consent, not to transfer (not to disclose) to third parties commercial, financial, organizational and technological information that constitutes a secret for any of the Parties (hereinafter - "Confidential Information") in cases if:
- Such information is not freely accessible on a legal basis;
  - Such information has actual or potential value by virtue of its unknown to third parties.
- 8.2. The Party, by virtue of the Agreement, having possession of such information shall take appropriate measures to ensure its confidentiality.
- 8.3. Confidential Information shall be protected throughout the term of the Agreement and for 5 years after termination.
- 8.4. The Contractor shall have the right to disclose information about the Customer solely in accordance with the legislation of the Republic of Uzbekistan and the terms of this Agreement.
- 8.5. By accepting the terms of this Agreement the Customer confirms his consent to storage, processing and transfer of his personal data to third parties by the Contractor exclusively for the purposes of execution of this Agreement and in accordance with the requirements of the legislation of the Republic of Uzbekistan
- 8.6. In case of breach of confidentiality of this Agreement, the violating party shall be obliged to compensate the other party for the damage caused and compensate all losses incurred, including, but not limited to, legal costs and lost profits. Other sanctions may be applied to the violating party in accordance with the current legislation of the Republic of Uzbekistan.

## **9. PROCEDURE FOR HANDLING CLAIMS AND DISPUTES**

- 9.1. Disputes arising out of this agreement shall be resolved by the parties through negotiations, with application of the mandatory pre-trial claim procedure. At that, written claims shall be considered by the addressee with a written response within a period not exceeding 15 (fifteen) calendar days.
- 9.2. In case of impossibility to resolve disagreements through negotiations, they shall be considered in the Tashkent Interdistrict Economic Court in accordance with the procedure established by law.

## **10. OTHER CONDITIONS**

- 10.1. By this Agreement the Parties have established that the actions of the Customer (his authorized person), performed in the Personal Account (if any), accordingly change the terms of service provision by the Contractor. Until the Customer provides information on the change of the authorized person authorized to act in Personal Area, the said person is recognized as the Customer's proper representative. Information from Personal Account in writing, certified by the Contractor, is a proper proof of changes in the terms and conditions of service provision.
- 10.2. All notices sent via the Personal Account (if any) shall be recognized by the Parties as executed in a simple written form.
- 10.3. In order to optimize the management of the computing environment, the Customer may entrust the Contractor to perform actions on behalf of the Customer to configure the computing environment on separate orders.
- 10.4. The Parties agree that the Contractor has the right to use the anonymized statistics of computing environments usage, error reports, any other technical information on functioning of computing environments for scientific and research purposes, for the purpose of improving the quality of services.
- 10.5. The Parties agree that the fact of cooperation between the Parties is not confidential information. The parties have the right to disclose information about fact of cooperation for promotion and advertising purposes without prior agreement. This includes the right to place information about the fact of cooperation and the logo of the other party on their websites, social networks and other promotion channels. At the same time, the disclosed information must not violate the business and image reputation of the other party, and must not contain confidential information described in Section 8 of the Agreement.
- 10.6. The Contractor shall have the right to transfer its rights and obligations under this Agreement to third parties by notifying the Customer by posting the relevant information on the website, sending a notice by e-mail and/or through the electronic document management system, or through the Personal Account (if any). In this case, the Customer shall have the right to terminate this Agreement. Absence of a written notice from the Customer on termination of the Agreement within 10 (ten) calendar days shall be recognized as its consent to the transfer of rights and obligations.
- 10.7. In order to provide services under this agreement, the Contractor undertakes to arrange additional integral elements, such as IP-addresses, Internet access, DDoS protection, information security tools and means, special and/or licensed software, etc., at the Customer's request, and the Customer undertakes to reimburse such costs to the Contractor in accordance with the closing documents, in case they are not included in the basic configurations offered by the Customer.
- 10.8. Third-party copyrighted works may be used in all types of computing environments described in the Terms of Use for individual services;
- 10.9. If third party copyrighted objects are used in the computing environment, they, are an integral part of the service;

- 10.10. Although the Contractor takes commercially reasonable and industry standard technical and organizational measures to ensure information security, the Contractor shall not be liable for the accidental loss or destruction of any data that the Customer processes and transmits using the Contractor's computing environment, software and tools.
- 10.11. The Contractor disclaims all liability of any kind with respect to the content or security of the data that the Customer sends or receives through the facilities, software and tools provided by the Contractor.
- 10.12. The Customer independently exercises control over security, safety of information in its area of influence, and also, if necessary, timely organizes backup copying of information placed with the use of the Contractor's Services
- 10.13. The Customer has the right to request additional customization of the computing environment, provided that the Contractor has the technical capabilities. These works are carried out for a separate fee, which is agreed upon by the parties additionally.

## **11. THE TIME OF THE AGREEMENT. ITS TERM OF VALIDITY.**

- 11.1. The Agreement shall come into force from the moment of acceptance of its terms by the Customer (acceptance of the offer), in the manner prescribed by this Agreement, and shall remain in force indefinitely.

## **12. PROCEDURE FOR AMENDING AND TERMINATING THE AGREEMENT**

- 12.1. The Agreement may be amended or terminated by mutual agreement of the Parties, as well as in cases stipulated by the legislation of the Republic of Uzbekistan and this Agreement.
- 12.2. The Contractor shall have the right to unilaterally terminate the Agreement in case the Customer violates the terms and conditions of this Agreement by giving written notice to the Customer at least ten (10) calendar days prior to the date of termination.
- 12.3. The Customer has the right to unilaterally refuse the Contractor's Services at any time, including in cases of disagreement with the new version of the Agreement. The refusal of services is carried out by sending a notification to the Contractor in the manner provided for in clause 2.2 of this Agreement, or through the Personal Account (if available for a separate service) by clicking on the "Deactivate Account" button. In the event of early termination of the provision of Services at the request of the Customer, unused funds shall be refunded, except in cases provided for in this Agreement and its integral parts, including the Regulations for the provision of services and the Terms of use of individual services. In case of early termination of the provision of the Services at the Customer's request, the unused funds shall be refunded, except as provided for in this Agreement and its integral parts, including the Service Regulations and the Terms of Use of individual services.
- 12.4. In case of termination of the Agreement if there are facts of violation of the Regulations by the Customer, the Contractor shall have the right not to refund the amount of money paid by the Customer for rendering the Services under this Agreement.

- 12.5. In case of termination of the Agreement, the Parties undertake to fulfill all obligations arising prior to the date of termination, including settlements for the services provided.
- 12.6. The provisions of the Agreement relating to confidentiality, liability of the Parties and dispute resolution shall survive the termination or expiration of the Agreement.
- 12.7. On all issues not regulated by this Agreement, the Parties shall be guided by the current legislation of the Republic of Uzbekistan.

## **THE REGULATION OF SERVICE PROVISION**

The Regulations of Service Provision (hereinafter referred to as the "Regulations") is an integral part of the User Agreement (hereinafter referred to as the "Agreement") and establishes the procedure, conditions and rules according to which the Contractor provides its services to the Customer. All amendments and additions made to the Regulations shall also be considered part of the Agreement and shall be binding on both parties. The Customer undertakes to follow the provisions of the Regulations, as well as to comply with all requirements specified therein.

### **1. GENERAL PROVISIONS**

- 1.1. All Services are provided by the Contractor only if it is technically possible to provide them.
- 1.2. Contractor shall not be liable for any direct or indirect damage caused to the Customer as a result of the use or inability to use the Services or incurred as a result of errors, omissions, interruptions, deletion of files, defects, delays in operation or data transmission, or changes in functions and other causes.
- 1.3. Contractor shall not be liable for any delays, failures, incorrect or untimely delivery, deletion or loss of any Customer information due to Customer's own fault.
- 1.4. The Contractor shall not be liable for the Customer's claims to the quality of connection to the Internet, related to the quality of functioning of telecom operators' networks, the policy of traffic exchange between operators, the functioning of the Customer's equipment and software and other circumstances that are beyond the competence, influence and control of the Contractor.
- 1.5. The Contractor shall not be liable for the quality of public communication channels and data transmission network, including the Internet, through which the Services are accessed.
- 1.6. The Contractor, observing the established quality of the Services, guarantees their continuity in accordance with the parameters specified in the terms of use of individual services and in clause 2.3. of the User Agreement.
- 1.7. Customer agrees not to reproduce, repeat or copy, any part of Contractor's services, except as authorized in writing by Contractor.

- 1.8. The Customer assumes full responsibility for evaluating the accuracy, completeness and usefulness of any opinions, ideas, other information, as well as the properties of goods and services distributed on the Internet by the Customer through the Services provided by the Contractor.
- 1.9. The Contractor shall not be liable for any agreements between the Customer and third parties.
- 1.10. The Contractor shall not be liable for claims and lawsuits of third parties, if the Customer renders services to such third parties using the Contractor's services. The Contractor shall not be liable for infringement of the rights of third parties arising as a result of the Customer's actions performed with the use of the Contractor's services.
- 1.11. If the Customer provides third parties with access to its resources and services, the Customer is solely responsible for the activities of such third parties.
- 1.12. In case of claims regarding the use of the Customer's computing environment (including its content), the latter consents to disclosure of the Customer's personal data by the Contractor to third parties for the purposes of dispute settlement directly between the Contractor and these third parties.
- 1.13. The computing environments provided to the Customer by the Contractor are described in the Terms of Use of the individual services.

## **2. LIMITATION OF LIABILITY**

- 2.1. Contractor is not responsible for the content of Customer's computing environments ("Content") stored, processed, published or distributed by Customer using the Services provided, and is not responsible for the accuracy, quality or content of such Content.
- 2.2. Customer is fully responsible for all Content posted for public access, privately transmitted or otherwise accessed through the Contractor's Services.
- 2.3. The Contractor is not responsible for the content of information nodes created and maintained by the Customer or its users, and does not carry out prior censorship. In case of violation of the legislation of the Republic of Uzbekistan or other country where the Service is provided, the Contractor has the right to suspend the provision of Services without prior warning with further notification. If necessary, the Contractor has the right to control the content of the Customer's computing environment or its users.

## **3. RIGHTS OF THE CONTRACTOR IN CASE OF BREACH OF TERMS BY THE CUSTOMER**

- 3.1. In order to implement measures aimed at preventing incidents in the field of information and network security, as well as countering various types of network attacks and deterioration in service quality, the Contractor shall be entitled to immediately, with or without notice, apply technical and organizational measures, including restricting or suspending the provision of services to the Customer, disconnecting its software and/or hardware, deleting the computing environment or part thereof, as well as deleting the Customer's registration (login and password) and other information in the following cases
  - 3.1.1. Prohibiting the storage, posting and dissemination of illegal information:
    - a) Software and materials protected by copyright and related rights without the permission of the copyright holder.
    - b) Illegal, harmful or discriminatory content.
    - c) Links to resources whose content is contrary to the laws of the Republic of Uzbekistan or other countries.
    - d) Information that violates the rights of third parties, including minors.
    - e) Pornographic materials and advertising of intimate services.
    - f) Information that promotes violence or incitement to hatred.

- g) Inaccurate information about third parties, as well as personal data without proper authorization.
- h) Software with viruses and malicious code.
- 3.1.2. Prohibit unauthorized access and network attacks:
  - a) Actions that pose a threat of damage to the Contractor or failure of technical means.
  - b) Transmission of viruses or malware.
  - c) Disruptions to the normal operation of the Internet or third party equipment.
  - d) Disruptions to communication on the Web.
  - e) Unauthorized access to Network resources.
  - f) Transmitting useless information that puts a strain on the equipment.
  - g) Scanning networks without the consent of the resource owners.
  - h) Providing open email relays, anonymous proxy servers, etc.
- 3.1.3. Prohibition of tampering:
  - a) Impersonating another person or organization without proper authority, including Contractor's employees or administrators.
  - b) Falsification of IP address or other means of identification during data transmission.
  - c) Unlawful representation of others on the Network.
  - d) Use of identification data not belonging to the Customer without the permission of their owners.
- 3.1.4. Prohibition of uncoordinated transmission of information (spam):
  - a) Sending spam without the recipients' consent, including sending advertisements and mass uncoordinated emails.
  - b) Forcing you to subscribe to mailing lists without confirmation of the address owner.
  - c) Lack of an explicit way to unsubscribe from mailings.
  - d) Sending information to persons who refuse to receive it.
  - e) Advertising of services prohibited by law.
  - f) Distribution of other people's e-mail addresses, pyramid schemes, MLM and other illegal marketing schemes.
  - g) Providing connectivity to or hosting servers that support uncoordinated mailings.
- 3.2. The Customer undertakes to comply with the above conditions. In case of their violation, the Contractor reserves the right to take appropriate measures without prior notice.

#### **4. COPYRIGHT INFRINGEMENT**

- 4.1. The Customer acknowledges and agrees that all of the Contractor's Services, as well as all necessary programs related to them, including documentation and source code, contain information that is protected by intellectual property laws and other local and international laws, and the content provided during the use of the Services is protected by copyrights, trademarks, patents and other relevant laws. Customer agrees not to modify, sell or distribute this Content and programs, in whole or in part.
- 4.2. The Contractor grants the Customer a personal, non-exclusive and non-transferable right to use the software provided in the services on a single computer, provided that neither the Customer nor any other persons in cooperation with the Customer shall copy or modify the software; create programs derived from the software; penetrate the software in order to obtain program codes; sell, assign, rent, lease, transfer to third parties in any other form of rights in respect of the software; and provide the Customer with the right to use the software in any other form.
- 4.3. In case of copyright infringement, liability is incurred in accordance with the current Regulations, the legislation of the Republic of Uzbekistan or the legislation of other countries, if applicable.

## **5. FINAL PROVISIONS.**

- 5.1. Actions aimed at violation of restrictions and prohibitions imposed by these Regulations, support in any way of the above actions, including refusal to stop them or failure to take appropriate measures, shall be recognized as a violation of the Regulations and shall entail the imposition of appropriate sanctions.
- 5.2. The Contractor has the right to suspend the provision of services, services (or part thereof), and/or disable the Customer's software and/or hardware in case of violations of the Agreement terms and conditions. Suspension shall continue until the Customer eliminates the violations and shall be resumed after the Contractor is notified of their elimination. The Contractor shall notify the Customer of the reason for the suspension within 5 (five) working days from the moment the measure is taken. Suspension of services does not release the Customer from fulfillment of obligations under the Agreement, including payment for already rendered services.
- 5.3. Deletion of the computing environment or a part thereof and/or Customer's registration (login and password) and/or other Customer's information without the possibility of recovery may be performed only in case of gross violations that cannot be eliminated.
- 5.4. The Contractor has the right to prohibit automatic access to its services and/or stop receiving information generated automatically at any time, if such actions violate the terms of the Agreement, legislation or pose a threat to the stability and security of the Contractor's systems. In case the prohibition of automatic access directly affects the Customer's use of the services, the Contractor shall notify the Customer of such measures.
- 5.5. The Contractor, with the Customer's consent, has the right to transfer service information sent by the web-server to the Customer's computer and/or its user to be stored in the browser ("cookie"), and subsequently use it. The Contractor also allows some companies, partners or advertising services to use "cookies" on the Contractor's projects. In this case, the use of "cookie" by these companies is not subject to these Regulations and is governed by the respective policies of each of these companies. The use of the Contractor's web resources and applications can be considered as consent.
- 5.6. The Contractor shall have the right to cease maintaining connectivity with networks that violate the norms of interaction, including, but not limited to, illegal activities, security threats, violation of traffic exchange rules or use of malicious content. If such action affects the Customer's services, the Contractor shall notify the Customer of the action taken.
- 5.7. The Contractor has the right to send the Customer information messages related to the provision of services, updates, changes in work, as well as other important notifications. The Customer has the right to refuse to receive messages not related to the fulfillment of the terms of this Agreement by sending a corresponding request to the Contractor.
- 5.8. The Contractor has the right to unilaterally amend all the described restrictions and rules. The current version of the Regulations is always available on the Contractor's website.
- 5.9. Inaction on the part of the Contractor in case of violation of the provisions of these Regulations by the Customer or its users does not deprive the Contractor of the right to take appropriate actions to protect its interests later, and also does not mean the waiver of the Contractor's rights in case of similar or similar violations in the future.