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1. PREAMBLE

- 1.1. This Agreement, in which one party — **individual entrepreneur Dzhemchuk Natalia Anatoliivna** (hereinafter referred to as "Provider"), acting on the basis of the certificate of state registration and being a single tax payer, on one hand, and any person who has accepted (agreed to) this offer (hereinafter referred to as "Customer"), on the other hand, hereinafter jointly referred to as the "Parties", and each individually as a "Party", have entered into this agreement on the provision of services (hereinafter referred to as the "Agreement"), addressed to an unlimited number of persons, which constitutes an official public offer by the Provider to enter into an Agreement on the provision of services with any Customer and is equivalent to a written agreement, and also has proper legal force in accordance with the current legislation of Ukraine.
- 1.2. The Agreement is public and is communicated to all Customers by posting (publishing) on the Provider's Website; its terms are the same for all consumers. The Parties acknowledge that it has legal force in accordance with Articles 633, 641, 642 of the Civil Code of Ukraine and is equivalent to a paper agreement executed in written form and duly certified by the Parties.
- 1.3. Before receiving the Services, any individual or legal entity undertakes to familiarize themselves with the terms of the Agreement. If such person does not agree with the terms of the Agreement, they have no right to use the Services. Accordingly, the person who has made the Acceptance is considered to be familiar with and agreeable to all terms of the Agreement.
- 1.4. In accordance with Article 642 of the Civil Code of Ukraine, the full and unconditional acceptance of the terms of the Agreement is the fact of registration of an individual or legal entity and/or advance payment for future services (balance top-up) in the Provider's system. These actions indicate the desire of such person to enter into this Agreement and constitute Acceptance. From the moment of Acceptance, the Agreement is considered concluded, and such individual or legal entity is defined as the Customer.

2. DEFINITIONS

Site (website) – a collection of electronic documents (files) of a private person or organization on a computer network, united under a single address (domain name or IPaddress).

Hosting – a service for providing disk space for the physical hosting of website files on the Provider's server.

Domain Name – a specific letter sequence that designates a website name or is used in email address names; it must begin and end with a Latin alphabet letter or digit. Intermediate characters may be Latin alphabet letters, digits, or hyphens.

Domain Name Registration – entering information about the domain name into the Registry.

Registry – a centralized collection of domain databases containing information about registered domain names.

Registrar – a business activity entity, which in accordance with the relevant Agreement between them and the Provider, provides services necessary for the technical support of delegation and functioning of domain names to an unlimited number of persons (Customers).



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Spam – mass distribution of email and other messages, predominantly of an advertising nature, to people who have not expressed a desire to receive them.

Dedicated Server (server) – a server owned by the Provider, the resources of which are made available to the Customer.

OS – operating system.

Software – software.

IP Address – the address of a device on the Internet.

Account – Customer data specified in the personal account.

Traffic – the volume of information transmitted over the network.

Doorways – spam resources (websites) created exclusively for redirecting visitors to another website.

Link Farms – a system for automatic exchange of links between participating websites.

Support Center – a system for organizing and processing customer requests, located at <https://bill.majorcore.com>

Billing (Personal Account) – an accounting system for processing and organizing information regarding settlements with the customer, located at <https://bill.majorcore.com>

Provider's Website – a website located on the Internet at <https://majorcore.com>. Access to the website is available to all users of the World Wide Web 24 hours a day, 7 days a week.

3. SUBJECT OF THE AGREEMENT

- 3.1. The subject of the Agreement is data processing, information hosting on web nodes, and related activities.
- 3.2. In the performance and/or interpretation of this Agreement, the Parties undertake to be guided by the current legislation of Ukraine.
- 3.3. The Services do not include setup or diagnostics of the Customer's personal computer, modem, or software, either at the Provider's office or at the Customer's location, nor training in Internet skills and services.

4. COST OF SERVICES AND PAYMENT PROCEDURE

- 4.1. The price of each individual service is determined by the Provider and is published on the corresponding webpage of the website <https://majorcore.com/>. The price of the Agreement (cost of Services) is determined by adding the prices of all Services selected by the Customer.
- 4.2. Payment for Services is made in the national currency of Ukraine.
- 4.3. The cost of Services provided to the Customer under this Agreement is indicated on the Provider's website and in the billing system in euros. The cost calculation in hryvnia is performed according to the exchange rate of monobank | Universal Bank (JOINT-STOCK COMPANY "UNIVERSAL BANK", EDRPOU Code: 21133352, Bank Code: 32200), which is updated on the Provider's website and in the billing system daily at 7:00, 10:00, 13:00, 16:00, 18:00, 22:00.
- 4.4. Payment is made based on the invoice issued by the Provider.
- 4.5. In the absence of timely payment, the Provider has the right to suspend the provision of Services.
- 4.6. If payments for services provided under this Agreement are not received within one calendar month from the date of the Customer's registration on the website (in the case of the first payment



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under the Agreement) or from the end of the paid period (in the case of subsequent payments under the Agreement) the Provider has the right to delete all Customer files stored on the Provider's server. The Customer's account and access to the billing system are retained for a period determined by the Provider. Subsequently, the account and related information may be deleted, and access to the billing system may be blocked.

- 4.7. The Provider has the right to credit funds mistakenly transferred by the Customer to their account as advance payments for services provided under this Agreement.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. THE PROVIDER UNDERTAKES

- 5.1.1. To provide Services in the manner and under the conditions specified in this Agreement.
- 5.1.2. To ensure uninterrupted operation and monitoring of the operability of its equipment involved in the provision of Services throughout the term of the Agreement, except in cases of scheduled maintenance, as well as work caused by equipment or software failures. Notice of scheduled technical shutdowns is given no less than 24 hours before the scheduled shutdown.
- 5.1.3. To provide consultations by email regarding service provision and configuration of software provided to the Customer.

5.2. THE PROVIDER HAS THE RIGHT

- 5.2.1. The Provider reserves the right to transfer the Customer's Services between the Provider's technical facilities with prior notification to the Customer.
- 5.2.2. The Provider reserves the right to suspend service to the Customer or terminate the Agreement unconditionally without reimbursement of service costs in the following cases:
- a. posting information on the Provider's server that degrades the honor and dignity of others;
 - b. posting erotic or pornographic content on the Provider's server;
 - c. posting information on the Provider's server that contradicts Ukrainian legislation;
 - d. by decision of an authorized government agency, in accordance with Ukrainian legislation;
 - e. violation of network usage norms;
 - f. any support of spam, hacking, cracking, and other illegal activities on the Internet;
 - g. mass spam distribution from any subnet, by any methods.
- 5.2.3. The Provider reserves the right to suspend service to the Customer or terminate the Agreement unconditionally with reimbursement of service costs for unused time if the load created by the Customer's services on the technical resources of the Provider causes problems for the functioning of such technical resources or causes problems for the Provider's clients.
- 5.2.4. Throughout the term of the Agreement, in case of doubts about the accuracy of data provided by the Customer in the account and when ordering a service, to request additional information and/or require confirmation of the provided data. The request is sent by email to the Customer's contact address.
- 5.2.5. If such information is not provided by the Customer within 14 (fourteen) calendar days from the date of the first request, the Provider has the right to:



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- 1) reject the Customer's application for a new service;
- 2) cease providing services to the Customer;
- 3) reject the Customer's application for service term extension.

The above restrictions may be lifted within 3 (three) business days from the moment the Customer provides the requested information, provided it is accurate.

In the event of failure to provide the required information within 30 (thirty) calendar days from the date of the first request, the Provider has the right to terminate the Agreement in accordance with clause 6.4 of this Agreement.

- 5.2.6. To change tariffs for services provided (tariffs and terms of service in effect at the time of the Agreement's conclusion are indicated on the Provider's website) unilaterally with mandatory notification of the Customer accordingly.
- 5.2.7. To recommend that the Customer switch to other tariff plans depending on the resources consumed by the customer's service.

5.3. THE CUSTOMER UNDERTAKES

- 5.3.1. The Customer undertakes to use the Internet only in a lawful manner and not to transfer to the Provider responsibility for damages of any kind incurred by the Customer or a third party in the course of the Customer's use of the Provider's services.
- 5.3.2. To monitor the expiration date of the paid period and timely pay for Services provided within no more than 5 (five) days from the expiration of the previous payment period.
- 5.3.3. Within 10 (ten) business days from receipt of the service delivery report, to send the Provider a signed service delivery report or a reasoned refusal to accept services.
- 5.3.4. To notify the Provider of changes to details specified during account registration;
- 5.3.5. To maintain the confidentiality of their registration data. The Customer bears the full risk of consequences of loss of authorization data.
- 5.3.6. To provide accurate data in the billing system; otherwise, the Provider has the right to cease providing services to the Customer in accordance with clause 5.2.4 of this Agreement.
- 5.3.7. To comply with and fulfill the requirements of this Agreement.

5.4. THE CUSTOMER HAS THE RIGHT

- 5.4.1. To require the Provider to provide services in accordance with this Agreement.
- 5.4.2. To change the selected tariff plan to another. The change of tariff plan is carried out in accordance with the Customer's submitted applications, which may be sent by email, after making the corresponding additional payment. All funds not used at the time of the tariff plan change will be transferred to payment of the new tariff plan.

6. LIABILITY OF THE PARTIES

- 6.1. The Parties are liable for improper performance of the Agreement in accordance with the legislation of Ukraine, taking into account the conditions established by the Agreement, and undertake to ensure the confidentiality of the Customer's account data (a set of passwords for



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access to the Provider's technical resources and other information identifying the Customer). The Provider has access to the Customer's information solely for the purpose of technical service provision or in the event of receiving claims from third parties regarding harmful and/or unlawful actions, in accordance with the current legislation of Ukraine, to disclose the Customer's account data.

- 6.2. The Provider is not liable to Customers or third parties for any delays, interruptions, damages, or losses occurring due to:
 - a. defects in any electronic or mechanical equipment not owned by the Provider;
 - b. data transmission or connection problems that occurred through no fault of the Provider;
 - c. force majeure circumstances in the generally accepted sense.
- 6.3. The Provider is not responsible for the content of information posted by the Customer.
- 6.4. The Provider shall not be liable for any expenses or damages directly or indirectly arising from the use of the Customer's resource hosting service on the Provider's servers.
- 6.5. In the event of non-fulfillment by either Party of any provision of this Agreement, disputed issues shall be resolved through negotiations. If resolution of disputes and disagreements through mutual agreement is impossible, they shall be resolved in the manner established by the current legislation of Ukraine.
- 6.6. The Customer is independently responsible for the content of information transmitted by them or by another person under their network credentials (information authorizing the Customer) via the Internet and the Provider's own resources: for its accuracy, freedom from third-party claims, and the legality of its distribution. The Provider is not responsible for the content of information transmitted to the Customer via the Internet and the Provider's own resources.
- 6.7. The Customer, using the Provider's services and the Internet, is independently responsible for damage caused by their actions (personally or by another person under their network credentials) to persons or property of citizens, legal entities, the state, or the moral principles of society.
- 6.8. The Provider is not liable to Customers:
 - a. for delays, interruptions, and inability to fully use the Provider's own resources, occurring directly or indirectly due to actions or inaction of third parties and/or malfunction of transport-information channels located beyond the Provider's own resources;
 - b. for the quality of communication lines if they are organized by other organizations;
 - c. for lost profits and lost opportunities, as well as for any indirect damages incurred by the Customer during the use or non-use of the Provider's services;
 - d. for website display in the event that the Customer uses uncertified equipment;
 - e. for damage of any kind incurred by the Customer due to disclosure, loss, or inability to obtain their account credentials. Any person who has communicated passwords and other confidential information required for Customer identification, or who uses such data for authorization in the billing system, is considered their representative and acts on their behalf.
- 6.9. Since the Internet is a voluntary association of various networks and resources, the Provider is not liable for the normal functioning of the Internet or its parts, nor for their availability to the



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Customer. The Provider bears no liability and provides no guarantees for any information, goods, or services obtained through the Internet, including those hosted on the Provider's own resources.

- 6.10. Any services provided to the Customer by the Provider are related to the functioning of the Internet, both on the Provider's technical resources and beyond. The Provider is not liable for changes in the properties, functions, and quality of services provided to Customers if such are not explicitly described in the Agreement. The Provider is not liable for the quality, error-free operation, and absence of harmful components in software used on the Provider's servers and other Internet servers or offered to the Customer, unless such software was developed by the Provider itself.
- 6.11. The Customer assumes full responsibility and all risks associated with the use of the Internet through the Provider's resources and/or services.

7. RULES FOR USING THE PROVIDER'S SERVICES

- 7.1. Services provided by the Provider must be used only for lawful purposes. Illegal activities include (but are not limited to): drug distribution, attempts at unauthorized access to computer systems, piracy (distribution of materials in violation of copyright), gambling, fraud schemes, and violation of Ukrainian legislation.
- 7.2. When placing content, information, and files on the Provider's technical resources, the Customer must be guided by Ukrainian legislation
- 7.3. The launch and placement of resident programs on the Provider's servers without prior agreement with technical services is not permitted. Systematic exceeding of the allowable load on the processor resources of the server hosting the Customer's services is not permitted. Such actions (but not limited to) are regarded as causing harm to other clients and to the Provider itself. In case of the above violations, the Provider reserves the right to fully or partially suspend service provision to the client (with subsequent notification within 24 hours).
- 7.4. The Customer is obligated to monitor the security and currency of the software used on their equipment, to promptly update software versions or make configuration changes in accordance with instructions and requirements published by software developers and/or Internet security services. The Customer is obligated to prevent cases of unauthorized access to the software and hardware used and to not allow the use of their own or the Provider's resources for attempts at unauthorized access to other Internet resources. In particular, the Customer must NOT allow the following situations on their equipment:
- 1) packets with incorrect source address leave the server (IP source address);
 - 2) DNS service packets with deliberately distorted data leave the server;
 - 3) malicious software is present on the server;
 - 4) programs specifically designed for unauthorized access to information are present and/or running on the server;
 - 5) email messages are sent from the server on behalf of addresses that do not belong to the Customer's network (domain);
 - 6) server software uses default passwords;
 - 7) the server is used for active and passive distribution (email, messengers, etc.) of advertising messages (SPAM);



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- 8) deliberate use in email of someone else's, incorrect, or non-existent sender return address; mailbombing (sending multiple identical emails to a single mailbox) and subscribing anyone to a mailing list without that person's consent;
- 9) the server is used for advertising through SPAM distribution, distribution of email address lists, or contains links to such information.

7.5. For the purpose of verifying compliance with security requirements, the Provider reserves the right to periodically scan the Customer's services and servers using specialized software, provided no damage is caused to the equipment and information contained therein. The Provider is obligated to notify the Customer of vulnerabilities discovered during such checks, and the Customer is obligated to take measures to eliminate them.

7.6. In cases of violation by Customers of the terms of this section or detection of gross violations of information protection requirements that create a threat to the functioning of other (not belonging to the Customer) resources of local or global computer networks, the Provider has the right to fully or partially block the service, block the use of equipment, individual services, or Customer resources that violate security requirements. The Customer must be notified of the blocking within 24 hours.

Upon blocking, the service term does not change, and the Customer's funds are not refunded. The operation of the server (service) provided to the Customer may be terminated by the Provider without prior notice to the Customer in cases that have caused or may cause, in the Provider's opinion, disruption or threat of disruption to the Provider's service delivery system.

Blocking is lifted within 3 days after elimination of the specified violations.

7.7. In the event of receiving substantiated claims from a third party that the information content of the Customer's server violates current legislation, the Provider reserves the right to suspend service provision in the part relating to the distribution of said information content. The Provider is obligated to inform the Customer of all measures taken within 3 business days.

7.8. It is prohibited to host websites on the Provider's servers that contain: веб-чати; IRC; топ-сайти; mp3-сайти; pornography and any materials of a sexual nature, text, graphic, audio, and video materials or links to them containing any forms of obscenity and violence, even if they are legal; crack/hack сайты; file archives, doorways, and link farms, and other copyrighted materials (except in cases where the Customer has permission to use and distribute them).

Upon detection of the above-listed facts, the Provider has the right to disconnect services that enable their hosting and unilaterally terminate the agreement with the Customer.

8. VIRTUAL HOSTING SERVICE

8.1. Virtual hosting services will be provided within 24 hours from the receipt of the first advance payment to the Provider's account, according to the selected tariff plan for the term of paid months.

8.2. The Provider, on behalf of the Customer, hosts their websites on its server and also provides services for receiving, storing, and forwarding electronic messages in accordance with the SMTP, IMAP4, POP3 protocols, as well as provides additional services.



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- 8.3. The Provider provides the Customer with access to information about their use of ordered virtual hosting resources, as well as to event logs and statistics through the ISPmanager control panel.
- 8.4. The Customer independently creates, modifies, and deletes mailboxes, websites, and databases in the ISPmanager control panel, access to which is provided by the Provider.
- 8.5. The Provider independently selects which software to use and how to configure it for service provision, so that the settings satisfy the majority of clients.
- 8.6. The service includes automatic free data backup once per day. To obtain a backup copy or restore from it, please contact technical support.
- 8.7. Tariff plan characteristics and limitations are listed on the Provider's website.
- 8.8. In case of exceeding limits, processes causing overload may be disabled.
- 8.9. If such limit exceeding occurs systematically and the Customer does not take measures to change the situation, the resource may be blocked after a warning.
- 8.10. If such limit exceeding leads to service disruption, the resource may be blocked without warning.

9. VIRTUAL SERVER SERVICE

- 9.1. Virtual server (VDS) services will be provided within 24 hours from the receipt of the first advance payment to the Provider's account, according to the selected tariff plan for the term of paid months.
- 9.2. The Provider creates and provides the Customer with a virtual server (provision of the Provider's server resources), and also provides additional services.
- 9.3. The Provider provides the Customer with access to information about their use of ordered virtual server resources, as well as to event logs and statistics through the VMmanager control panel.
- 9.4. The Customer independently configures and installs the software they need on the virtual server, and manages it.
- 9.5. The Provider independently selects which software to use and how to configure it for service provision, so that the settings satisfy the majority of clients.
- 9.6. The Provider installs an operating system from the available free-license systems on the virtual server. If the Customer requires a different operating system, the Customer provides the necessary license and OS distribution.
- 9.7. Automatic free data backup is not provided for this service; therefore, the Customer must do this independently.
- 9.8. Tariff plan characteristics and limitations are listed on the Provider's website.
- 9.9. In case of exceeding limits and/or creating a load on the Provider's equipment that disrupts services of other clients, the Customer's virtual server may be blocked with mandatory prior warning.'язковим попередженням.

10. DEDICATED SERVER SERVICE



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- 10.1. Within 5 (five) business days from the receipt of the first advance payment from the Customer to the Provider's account, the server will be installed and configured at a facility, with a permanent Internet connection, and the administrative password for the server will be sent to the Customer's email address specified when ordering the service.
- 10.2. The server is connected to an Ethernet switch via twisted pair cable at the speed specified in the description of the selected server.
- 10.3. In the event of failure of components that are part of the dedicated server, the Provider undertakes to replace all failed parts with equivalent ones at its own expense within 3 business days. If the Provider does not have the necessary spare parts, temporary use of larger-capacity/faster parts or replacement with another server is possible.
- 10.4. The deadline for fulfilling service obligations is proportionally extended by the repair time of the dedicated server if more than 12 hours have passed from the moment of server failure to the completion of repair work.
- 10.5. The Provider installs an operating system from the available free-license systems on the server. If the Customer requires a different operating system, the Customer provides the necessary license and OS distribution.
- 10.6. The Customer independently configures and installs the software they need on the server, and manages it.
- 10.7. Automatic free data backup is not provided for this service; therefore, the Customer must do this independently.
- 10.8. Tariff plan characteristics and limitations are listed on the Provider's website.

11. GAME HOSTING SERVICE

- 11.1. Game hosting services will be provided within 24 hours from the receipt of the first advance payment to the Provider's account, according to the selected tariff plan for the term of paid months.
- 11.2. The Provider creates and provides the Customer with space for hosting a game server (provision of the Provider's server resources), and also provides additional services.
- 11.3. The Provider provides the Customer with access to information about their use of ordered game hosting resources, as well as to event logs and statistics through the Pterodactyl control panel.
- 11.4. The Provider independently selects which software to use and how to configure it for service provision, so that the settings satisfy the majority of clients.
- 11.5. The service includes automatic free data backup once per day. To obtain a backup copy or restore from it, please contact technical support.
- 11.6. Tariff plan characteristics and limitations are listed on the Provider's website.

12. DOMAIN REGISTRATION SERVICE

- 12.1. The Provider, based on the Customer's applications and taking into account the specifics established by Section 3 of the Agreement, provides services for the registration and maintenance



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of domain names (hereinafter referred to as "Services"), and Customer undertakes to accept and pay for these Services in accordance with the terms of this Agreement.

- 12.2. Registration of the domain name – entering information about the domain and its Administrator into the central database to ensure uniqueness of domain use, as well as obtaining domain administration rights.
- 12.3. The Customer guarantees that the personal information provided by them is truthful, accurate, and corresponds to reality.
- 12.4. The Customer is obligated to immediately report any changes to personal information in order to maintain its completeness, truthfulness, and accuracy throughout the entire term of domain name delegation.
- 12.5. By making Acceptance of this Agreement, the Customer confirms that they have read and agree to:
 - 1) the composition and content of personal data to be processed;
 - 2) the purposes and objectives of processing for which personal data is intended, as well as the legal grounds for processing;
 - 3) the transfer of personal data to the Provider for the purpose of fulfilling the domain name registration and maintenance agreement;
 - 4) із зберіганням Виконавцем та Реєстратором персональних даних протягом строку дії договору з реєстрації та супроводу доменного імені та/або з моменту створення Реєстратором запису про контакт в Реєстрі до моменту видалення контакту з Реєстру;
 - 5) the storage by the Provider and Registrar of personal data for the duration of the domain name registration and maintenance agreement and/or from the moment the Registrar creates a contact record in the Registry until the contact is removed from the Registry
- 12.6. The Customer agrees that their personal information may be publicly available in real time through WHOIS or a similar service.
- 12.7. The Provider, based on the Customer's applications, provides additional services for setting up and configuring primary (Primary) DNS and secondary (Secondary) DNS on the Provider's server.
- 12.8. The Provider will take all actions within its power to register the domain name selected by the Customer. However, it does not guarantee to the Customer that the selected domain name will not be taken by a third party during the technical registration procedures.
- 12.9. The Parties acknowledge the binding nature of the following documents in the version effective at the time of legal actions (hereinafter referred to as "Regulatory Documents"), including the procedure for their amendment established therein:
 - 1) Rules of the zone .UA – <https://hostmaster.ua/policy/ua>
 - 2) Regulations of the zone .COM.UA – <https://hostmaster.ua/policy/?com.ua>
 - 3) Regulations of the zone .KIEV.UA – <https://hostmaster.ua/policy/?kiev.ua>
 - 4) Regulations for registration of public second-level domains – <https://hostmaster.ua/policy/2ld.ua>



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- 5) Specifics of second-level domain registration – <https://hostmaster.ua/2ld/>
 - 6) Rules for registration and use of domain names in the zone .YKP – <http://uanic.net/pravila-registracii-i-polzovaniya-domennymi-imenami-v-domene-ukr/>
 - 7) Rights and obligations of international domain name registrants – <http://www.icann.org/en/resources/registrars/registrar-rights/benefits>
 - 8) Regulations of the public Internet WHOIS service – <https://hostmaster.ua/services/>
 - 9) Domain dispute resolution policy in the zone .UA – <https://hostmaster.ua/policy/ua-drp/>
- 12.10. Domain name registration is conducted in accordance with the Agreement and regulatory documents.
- 12.11. A domain is considered registered, and the domain registration Service is considered provided, from the moment the domain being registered is assigned the status of registered (REGISTERED) in the Registry.
- 12.12. The domain registration renewal Service is considered provided at the time of entering renewal information into the Registry. At the same time, the registration of the domain is extended for 1 (one) year from the previously established expiration date of the domain registration term.
- 12.13. Under this Agreement, the Customer has the right to register any number of domains in their name. The administrator of registered domains is the person designated as the domain administrator by the Customer's representative through the Provider's website.
- 12.14. Services for registration and maintenance of second-level domain names in the UA zone are provided only in the case of an existing matching trademark and after providing supporting documents.
- 12.15. The Customer independently monitors the current status of information about domains and objects registered by them in the Provider's and Registrar's databases.
- 12.16. In the event of early termination of this Agreement, the Customer has the right to transfer the domain name to another registrar without canceling its delegation.

13. TERM AND TERMINATION PROCEDURE

- 13.1. The Agreement comes into force from the moment of its Acceptance.
- 13.2. The Agreement is concluded for one month and comes into force from the moment of its Acceptance by the Customer. If by the expiration of the Agreement term neither Party has expressed a desire to terminate the Agreement and the Customer continues to use the Provider's Services, the Agreement is considered extended for an equivalent term. The number of extensions is unlimited. The Agreement remains in force in the event of changes to the Parties' details, changes to their constituent documents, including but not limited to change of owner, organizational and legal form, etc.
- 13.3. The Agreement may be terminated at any time by mutual consent of the Parties.
- 13.4. In the event of a material breach of the terms of this Agreement by one of the Parties, the other Party has the right to unilateral termination of the Agreement, notifying the Party that breached the Agreement terms in writing (possibly by email).



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- 13.5. The Agreement may be terminated at the Customer's initiative, in the absence of direct fault of the Provider, after the expiration of the paid period by refusing to prepay for services/work for the next period or based on a written notice.
- 13.6. The Provider reserves the right to terminate this Agreement on its own initiative by sending the Customer a written notice. The Agreement will be considered terminated upon expiration of 30 calendar days from the date of receipt by the Customer of said notice, unless the Customer has notified the Provider in writing of their disagreement to terminate this Agreement within 25 calendar days from receipt of the written notice.
- 13.7. If within 30 days after the expiration of the paid period and service blocking, no payment or written notice of desire to continue the Agreement is received from the Customer, the Agreement is automatically considered terminated.
- 13.8. Upon termination of the Agreement at the Customer's initiative, the unused portion of the Customer's advance is not refunded.

14. OTHER CONDITIONS

- 14.1. In the event of amendments to the Agreement, the Provider notifies thereof by posting a corresponding notice on the website no less than 15 (fifteen) calendar days before the aforementioned amendments take effect. In the event of the Customer's disagreement with the amendments, they have the right to unilaterally refuse the Services by sending a written notice of their desire to terminate the Agreement within 15 (fifteen) calendar days from the receipt of the notice, in this case, the Agreement ceases to be effective from the moment the amendments take effect. Upon receipt by the Provider of an official notice after the amendments have taken effect, the Agreement ceases to be effective from the moment of receipt of said notice. Services received by the Customer from the date the amendments take effect until the date of receipt of such notice inclusive are provided taking into account the amendments made.

The absence within 10 (ten) calendar days of a written refusal to continue work under the new conditions is considered the Customer's consent to the specified amendments.

- 14.2. All information about anticipated changes is published on the Provider's website. All types of email notifications are sent by the Provider to the email addresses specified in the billing system and are recognized by the Parties as official correspondence within the framework of this Agreement.
- 14.3. The Agreement remains in force in the event of changes to the Parties' details, including changes to the Parties' names, location, etc. In the event of changes to details, the Parties are obligated to notify each other within 10 days. The Customer is obligated to notify the Provider by sending an email, and the Provider - by posting the relevant information on the website, in the billing system, and by sending an email notification.
- 14.4. All disputed issues shall be resolved through negotiations. If resolution of disputes and disagreements through negotiations is impossible, the Parties agree that disputes related to the performance of this Agreement shall be resolved in court at the place of conclusion of this Agreement.

In matters not regulated by the Agreement, the Parties are guided by the legislation of Ukraine.



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- 14.5. The Parties under this Agreement recognize the legal force of document texts received by email and through the personal account (billing).
- 14.6. In the event of the Parties' doubts about the receipt and/or sending of messages by email and other actions related to the Customer's use of interfaces, reliable evidence of the above-mentioned events shall be the information held by the Provider and preserved by its archival service.
- 14.7. Limitations are established on the Provider's servers to prevent clients from exceeding established resource usage limits, in order to ensure normal working conditions for all clients.

15. FORCE MAJEURE

- 15.1. The Parties are not liable for non-fulfillment (improper fulfillment) of their obligations if the non-fulfillment (improper fulfillment) was caused by force majeure circumstances.
- 15.2. The Party whose obligations are impeded by force majeure circumstances shall notify the other Party of the occurrence of such circumstances within three days from the moment they arise.
- 15.3. The deadline for fulfilling obligations is proportionally extended by the duration of force majeure circumstances and their consequences, unless otherwise provided by an additional agreement of the Parties.

16. SUPPORT SERVICE CONTACT PROCEDURE

- 16.1. Technical support ensures the operability of services and processes requests received from clients by email or through the support center.
- 16.2. Technical support is not obligated to provide consulting on programming, web design, or configuration of the client's scripts and programs. Such consultations may be provided by separate arrangement.
- 16.3. Requests through other channels (in particular, messengers) are not official. Messengers and similar tools are considered only as a means of personal communication.
- 16.4. Before submitting a question to technical support, please review the answers to frequently asked questions in our knowledge base.
- 16.5. When contacting the support service, always specify your login and website so that time is not wasted on clarifying this information.
- 16.6. When making a request to technical support, gather the most complete information about your problem, preferably with a description of the errors received.
- 16.7. Requests for changes to data or settings are accepted only from the contact email address specified in the billing system.

17. CONSENT TO PERSONAL DATA PROCESSING

- 17.1. By making Acceptance of this Agreement, the Customer consents to the processing of their personal data (including: collection, storage, systematization, modification, deletion, use, distribution, anonymization, blocking).
- 17.2. The purpose of using personal data and their further processing is to provide services to the Customer.



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- 17.3. The Provider undertakes to process the Customer's personal data in strict accordance with the legislation of Ukraine on personal data protection.
- 17.4. The Customer agrees that the Provider has the right to use their personal data for the purpose of transfer (including cross-border) to other entities in the domain name registration market.
- 17.5. Withdrawal of consent to personal data processing may be carried out by the Customer sending a corresponding instruction in simple written form to the Provider's address. The Customer agrees that such withdrawal may result in the following consequences:
- 1) refusal by the Provider to provide services due to the impossibility of their performance without the specified data;
 - 2) deletion of the domain name in the event that it cannot be maintained without the registrar having such data.
- 17.6. By this consent, the Customer authorizes the Provider, as Registrar, to publish their personal data in the databases of relevant services in open access on the Internet, necessary for the operation of services, departments, and domains.
- 17.7. The Customer agrees that their personal data may be transferred to another Registrar or public domain Administrator if the operation being performed requires identification of the Customer as the domain name owner.
- 17.8. The client's rights with respect to their personal data are defined in Article 8 of the Law of Ukraine "On Personal Data Protection".

18. PROVIDER'S DETAILS

PROVIDER

Individual Entrepreneur DZHEMCHUK NATALIA
ANATOLIIVNA

TIN/EDRPOU: 2819211966

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