

# Terms and Conditions

Terms and Conditions of the Provision of Electronic Communications Services by XYZRD GROUP OU, (hereinafter referred to as the Terms and Conditions, abbreviation "T&C")

## 1. Introductory provisions

1.1. These Terms and Conditions govern the provision of services by XYZRD GROUP OU based at Hobujaama, 4, Tallinn, Estonia 10151, registered in the Commercial Register at the Regional No. 12932230.

1.2. Services in accordance with these Terms and Conditions can be provided only on a subscription basis. Arrangements diverging from these Terms must be confirmed on site (electronic form) or in writing by both parties.

1.3. The Subscription Agreement shall enter into force on the date specified therein and shall be valid for an agreed period of time or indefinitely with a notice period specified therein.

## 2. Interpretation Clause

2.1. **Provider** is XYZRD GROUP OU operator of CONNECTOR73, who is the provider of electronic services, hereinafter referred to as the "Provider".

2.2. **User** is a person who has an Agreement with the Provider or a Vendor Provider for the provided services. The User is a natural person or legal entity who lawfully receives services based on the negotiated Agreement. For the purposes of a Service Agreement or Internet Access Agreement, the User can also be referred to as the Customer.

2.3. **Vendor** is a person who represents the Provider as an agent, or acts on their own behalf as a commercial representative providing the Provider's services based on Agreement with the Provider.

2.4. **Subcontractor** is a person supplying partial performance to the Provider which is necessary for the provision of services.

2.5. **Trial Period** is a period in which the user is subject to all provisions of these Terms and Conditions other than the provisions concerning payments for provided services apply to the User.

2.6. **Binding Order** is an act of the User with the effects of an Agreement, provided that it is accepted by the Provider.

2.7. **Server** is a system of technical and organizational resources, which is connected to the Provider's network.

2.8. **Internet Network** is an environment composed of a computer network of the Provider and computer networks of third parties.

2.9. **Electronic Services** are services which the User uses on the basis of an Agreement. It concerns hosting of websites on the Provider's server, email services, connection to the Internet, creation of websites, advertising services on the Internet and the like.

2.10. **Access Data** is information consisting of a login name (ID), password and Technical Support password. This data allows the User to access their services and log in to the Customer Information System.

2.11. **Consumer** is an individual or a legal entity that purchases products or uses services for purposes other than conducting business with such products or services.

### 3. Provided Services

3.1. The Provider provides the following services:

3.1.1. Leasing of computing power and storage, in the form of a virtual server and cloud hosting. This service is based on leasing a part of a physical server as a service, where the User only manages the performance configuration, as with a dedicated server. Hardware management including a virtualization platform is performed by the Provider.

3.1.2. Managing a physical or virtual server in the form of so-called managed services.

3.1.3. Providing and operating applications, software and software licenses as a service.

3.1.4. Connection to the Internet as a connectivity service; this service is offered only in limited areas in which the Provider has connection points.

3.2. Each of the above services can optionally be associated with the 3.1.4 Connectivity service, or possibly with other additional services which shall be, with the User's consent, specified in the Agreement.

### 4. The Rights and Obligations of Contracting Parties

4.1. The Provider undertakes to maintain the telecommunications infrastructure of their network in such condition and quality that the provided services are in compliance with the respective technical and operational standards and conditions laid down in the GTC or in the Agreement.

4.2. The Customer is responsible for the condition of their data device, including the parameter settings of the device that connects to the Provider's device.

4.3. The User undertakes to report any defects immediately to the Provider.

4.4. When using the services, the User may not intervene in the Provider's infrastructure in other than the agreed way, in particular they may not move other directories than those accessible to them, or use system commands which would change the system settings or functions.

4.5. The User shall not use the network in a way that would interfere with any other network users, and shall in particular refrain from nonspecific dissemination of unsolicited email.

4.6. The User shall ensure correctness and technical accuracy of the information disclosed on the network, in particular routing information and information about the User's domain within

the DNS. The User shall not connect unregistered networks and disseminate their routing information through the network.

4.7. Should the subject of contracted services be mediating access to another computer system (network), the User must respect the access and protection requirements in this system (network).

4.8. The User undertakes to use the provided services in accordance with the law. The User in particular undertakes not to disseminate information, through the provided services, which violate the right of privacy (e.g. defamation), are contrary to morality of economic competition, interfere with the reputation of a legal entity, infringe the copyright, infringe industrial property rights (trademarks in particular) or the dissemination of which is subject to criminal liability (e.g. hoax, incitement or approval of crime, child pornography and other illegal content, promoting a movement aimed at suppressing human rights and freedoms, etc.).

4.9. If the Provider learns about the suspicion that the User is not using the services in accordance with the law, the Provider will invite the User to refrain from such use within 5 days. The Provider's invitation must be substantiated. If the user fails the invitation, the Provider is entitled to suspend the provision of the service until a final settlement of the question whether the service is used in conflict with the law.

4.10. If within the time specified in the Provider's invitation the User raises sufficiently justified objections against the legitimacy of suspicion, states all relevant facts and declares to compensate the Provider for all damage, which is generated when the Provider does not suspend the provision of the service. The Provider is entitled at any time, in the invitation at the earliest, to determine a reasonable advance payment for damages arising from not suspending the service provision for the User.

4.11. The Provider is always entitled to suspend the service if they should put themselves, their employees or other persons in danger of criminal liability, or if the user fails to pay the advance payment determined by the Provider within a specified period.

4.12. For the purpose of reporting failures, the Provider maintains telephone support on +372 618 9119 or email support@connector73.com. Technical Support is available on site 24 hours a day, 365 days a year. During this time the Technical Support personnel are ready to help in case of any problems relating to the service.

4.13. The Provider is entitled to change the IP addresses of the User if it is necessary for network routing.

4.14. For services that include provision of software licenses, the User bears full responsibility for the accuracy of the provided information and for compliance with the terms of the license. The User is responsible primarily – though not exclusively – for reporting the correct number of Users with licenses charged to the User's units.

4.15. The Provider is authorized to monitor and record telephone calls of Users or employees of Users with employees of Providers at the customer service line. This monitoring is carried out solely for the purpose of internal control of the provided services, for improving their quality and protecting the legitimate interests of the Provider. The Provider declares that recordings of the telephone calls will be backed up for the time necessary.

## 5. Prices for Services, Their Billing and Payments

5.1. Prices for the agreed services are contractual prices, as amended. They are based on a valid price list of the Provider. The price list is displayed on the Provider's website. Any divergences from this price list may be subject of an individual agreement.

5.2. Prices for agreed services are invoiced on a monthly basis according to the agreed tariff. Invoices paid by bank transfer are payable at 14 days. The User is obliged to pay all liabilities within the due period. The due date means the day of crediting the Provider's account. Should all liabilities of the User not be paid even 20 days after the due date of the invoice, the Provider may disrupt the operation of the provided Internet services, i.e. prevent access to the provided services to the User as well as other participants on the Internet. The provisions of the previous sentence are not used for the first invoice to the new User, when the following applies: if the User is within the due date, which is specified on the bill for services provided, the Provider shall demonstrably notify them and determine an alternative due date no sooner than one week after the delivery of the notification, and in case of unfulfillment of the payment date stated in the notification, Provider may disrupt the operation of the provided Internet services, i.e. prevent access to the provided services to the User as well as other participants on the Internet. Contractual late charges amounting to 2 % of the outstanding amount are charged per month. If the User fails to pay their debts within 30 days after the due date of the invoice, the provided service will be cancelled (e.g. cancellation of connection, email, domain management, etc.). Reactivating of a cancelled or disrupted service may be charged with an installation fee of EUR 43.

5.2.1. Depending on the market and the currency, selected services can be paid by direct debit card payment through the WorldPay gateway. Prices for agreed services are invoiced on a monthly basis according to the agreed tariff. Invoicing is always done on the first day of the respective month. If there is a failure to make a payment, the Provider may disrupt the operation of the provided Internet services, i.e. prevent access to the provided services to the User as well as other participants on the Internet. The User is obligated to check the validity of their payment card and accuracy of the data entered in the Customer Information System. If all liabilities of the User are not paid even 10 days after the due date of the invoice, the service is cancelled.

5.2.3. Should the Agreement, concluded with natural person, considered as Consumer, or with legal entity, be terminated before the arranged fixed date for which the Agreement was concluded, the User is obligated to pay the Provider compensation amounting to the sum of the monthly fees remaining until the end of the agreed fixed term, or the sum of the agreed minimum monthly payments remaining until the end of the agreed fixed term of the Agreement.

5.3. The Provider is entitled to adjust the prices of their services depending on demonstrable growth of inputs (computing power, storage size, etc.).

## 6. Complaints

6.1. The User is obligated to file any complaints regarding faults in the provided services immediately after their discovery, in writing to the email address support@connector73.com.

6.2. In the event that the User's payment is billed incorrectly, the User has a right to dispute the payment immediately after the discovery of this fact, but no later than two months from the date of delivery of the statement for the service provided, in writing to the email address billing@connector73.com.

6.3. The Provider shall handle complaints without undue delay and notify the User of the resolution of each complaint in writing by email. Refund will be made to a bank account as agreed with the User.

6.4. If a fault in the Provider's system prevents the User from using the services for more than 6 hours in one day after being reported by the User, the User is entitled to a reduction amounting to one thirtieth of their monthly fee. Should the service be unavailable to the User for more than 6 days in one month due to a fault in the Provider's system, the monthly fee shall be refunded in full upon the User's request. Refund of the fee or part thereof is realized by reducing the amount when charging for services for the following month, only if this is not possible then an invoice is issued by the User on the first day of the following month. The User notes that in the event of server downtime or authorized suspension of services, or termination under the terms of the Agreement or in accordance with the Terms and Conditions, the Provider accepts no liability for any damage or lost profit suffered by the User in connection with the provision of services. The User can not claim any compensation from the Provider, through the court or otherwise, other than the discount specified in Section 6.4 hereof) of the Agreement.

6.5. The Provider shall not be liable for any damage or lost profit suffered by the User in connection with the use of the Provider's services.

## 7. Data Protection

7.1. Both the Provider and the service User are obligated to consider all data related to the provision of services to be confidential, and consequently it may not be made accessible to third parties.

7.2. When transferring data and files, the Provider guarantees to maintain telecommunications secrecy. If during the provision of services, the Provider learns any information about the User, it shall not be made accessible to third parties without the User's consent within the scope of generally binding legal regulations.

7.3. The User can adopt their own measures to protect and conceal their transferred data, such as encryption or scrambling. Nevertheless, it must be done in a manner compatible with the Provider's communication system that is while maintaining the possibility to transfer data.

7.4. The Provider is not liable for damages incurred by the User as a result of an Internet network failure, delayed delivery or damage to data during transfer. The Provider is not liable for damages incurred by transfer of secret data.

## 8. Limitation or Suspension of Services

8.1. The Provider is entitled to limit or suspend the provision of services for the time necessary for the following reasons:

8.1.1. Maintenance or repair of network infrastructure

8.1.2. For reasons set out in the relevant legislation (e.g. crisis situation, serious breach of security and integrity of the Provider's communication network due to damage or destruction of electronic communication equipment, particularly due to major operational failures or natural disasters).

8.1.3. Circumstances precluding liability under the law.

8.2. The Provider will restore the service as soon as the reasons for its limitation or suspension under the previous clauses cease to exist.

8.3. The Provider is also entitled to limit the active use of the service or terminate services immediately, for example, if the User is in arrears with their payment or fails to fulfill other contractual conditions. For details see Clauses 4.9, 4.11, 5.2.1, 5.2.2 and 9.1.

## 9. Common and Final Provisions

9.1. In the event of gross or repeated violation of these Terms and Conditions, particularly Section 5. of hereof, the Provider reserves the right to immediate termination of the Service Agreement, e.g. among other things, the immediate disruption or cancellation of provided services.

9.2. Termination of the Agreement by the User and collection of Servers is possible only after payment of all obligations under the Agreement and the valid price lists of services.

9.3. The Provider is not liable for damages incurred by the User due to disruption of services under Clauses 4.9, 4.11, 5.2.1, 5.2.2 and 9.1 of these Terms and Conditions.

9.4. Any divergences from these Terms and Conditions, if agreed upon between the Provider and the User, must be in writing, signed by both parties. The Provider is entitled to change these T&C, provided that they shall be published one month before they come into effect, through the website [www.masterdc.com](http://www.masterdc.com).

9.5. Legal relationships arising from the Agreement and these Terms and Conditions, as well as legal relationships relating to the Agreement abide by the Estonian law.