

Terms and Conditions

Approved by
CEO „AVA HOST” SRL

Fee for Service Agreement .
Nr. ____ / ____

Republic of Moldova, city of Chisinau,
" ____ " " _____ " 20__

“AVA HOST” Limited Liability Company, hereinafter referred to as the „Operator”, in accordance with the notification registered with the National Agency for Regulation in Electronic Communications and Information Technology (ANRCETI) under no. 1646 on 22.10.2013, gaining thus, specific rights and obligations under the general authorization regime for the provision of public networks and services of electronic communications, under no. 519 of 29.09.2013 (Provision of public networks and services of electronic communications in accordance with the Annex), represented by Mr.Constantin Croitor, Director General, acting pursuant to the Articles of Association, on the one part, and

full name of the company

hereinafter referred to as the “Subscriber”, represented by

position, name, surname

acting pursuant to

Specify the corresponding document (Articles of Association, Order, Power of Attorney) and its attributes (number, date) on the other part, have concluded the present Agreement, as follows:

1. DEFINITIONS

1.1. **Hardware** - software “System of Information and Reference Services” is created by the Operator in accordance with the Regulation on the provision of telematic services and Regulation on the provision of data transmission services, in order to provide the Subscriber the information on Service provision and/or provision of Products and information about the Operator. The System of Information and Reference Services include:

Operator’s WWW-Server – Operator’s official web site, at the address <https://ava.hosting/> in the Internet network, registered as means of mass communication. The Subscribers can find on the Operator’s WWW-Server, free of charge, 24 hours a day, all the information necessary for the

conclusion and performance of this Agreement, and all the Operator's official documents are published there, etc.

Control Panel – Operator's evidence system (web interface), at the address <https://my.ava.hosting/> in the Internet network, offered to the Subscriber, in order to carry out, during 24 hours, the following Services:

- offering information regarding the Services provided to the Subscribers and the Products ordered;
- offering information regarding the Tariffs used by the Subscriber and the Tariff Plans for the Services and Products;
- offering information about the status of the Personal Account; receiving information about the defaults preventing the use of the Services; ordering, control, changing and deactivation of Services, distance selling of Products; offering information regarding the setting up of the equipment in order to use the Services and the Products, etc.

1.2. **Personal account information** – evidence data contained in the Operator's system regarding the payments made by the Subscriber for the Services used and the Products ordered.

1.3. **Reports** (reporting period) – is the period of time from the first to the last day of each calendar month.

1.4. **Business day** – is the working day considered officially as such in the current year on the territory of the Republic of Moldova, within a five days working week. However, where the present Agreement and its annexes do not expressly indicate the term "business day", the term "calendar day" shall be applied.

1.5. **Datacenter** or **Technical Room** – specially designed rooms for the location of equipment, such as Servers and networks, for the provisions of the Services under this Agreement.

2. SUBJECT OF THE AGREEMENT

2.1. The Operator undertakes to provide to the Subscriber the Services and/or Products ordered via the Control Panel, specified in the Agreement, and the Subscriber, in turn, undertakes to accept the Services and/or Products and pay for them.

2.2. The list and the characteristics of the Services and/or Products, and the prices are given in the corresponding Tariffs for the Services and/or Products:

Annex No 1.1. - Tariffs for hosting services;

Annex No 1.2. - Tariffs for virtual private servers (VPS);

Annex No 1.3. - Tariffs for dedicated servers;

Annex No 1.4. - Tariffs for email services;

Annex No 1.5. - Tariffs for the service of including in the domain names register;

Annex No 1.6. - Tariffs for software products;

Annex No 1.7. - Tariffs for technical services and support;

2.3. The conditions for ordering and delivering the Services, acquisition and use of the Products, as well as other rights and obligations of the parties shall be governed by the following documents:

- Rules for registration in the Operator's evidence system;
- Rules for the provision of Services and Products;
- Regulation no. 1 – Regulation on equipment collocation.

2.4. All the annexes mentioned form an integral part of the present Agreement and are published on the Operator's WWW-server. In case of differences of interpretation of the provisions in the annexes and those in the Agreement, the provisions in the annexes shall prevail.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Operator undertakes:

3.1.1. to register the Subscriber in the evidence system of the Operator, provided that the Subscriber complies with all the requirements concerning the registration procedure provided for in the Rules for registration in the Operator's evidence system;

3.1.2. to transmit the Subscriber, on paper and/or via email, the user name (Client ID) and password to access the Control Panel;

3.1.3. to open the personal account of the Subscriber and to transfer to the account specified the financial resources received from the Subscriber;

3.1.4. to provide the Subscriber with information about the changes and the status of his personal account in the Control Panel and/or to the Subscriber's e-mail address and/or telephone and/or via SMS messages, according to the details specified in the Control Panel of the Subscriber;

3.1.5. to provide the Subscriber the Services and the Products accordingly ordered via the Control Panel, in quantities and within the time limits provided for in this Agreement and its annexes;

3.1.6. to keep records of use and payment of Services and Products by the Subscriber through its evidence equipment;

3.1.7. to manage the personal account of the Subscriber, which reflects timely the receipt and disbursement of funds for the purpose of paying for Services and Products;

3.1.8. to preserve the confidentiality of Subscriber's data obtained during the registration in the evidence system of the Operator, and of the content of private messages from the e-mail, except of the cases provided for by the legislation in force of the Republic of Moldova, this Agreement and its annexes;

3.1.9. to ensure the conditions for the operation and safety of the Subscriber's equipment transmitted to the Operator in accordance with the delivery-acceptance report (only if the services are provided using the Subscriber's equipment);

3.1.10. to publish official reports relating to the servicing of Subscribers, introduction of new tariffs and tariff plans, change and cancellation of tariffs and tariff plans, the internal exchange rate of the conventional unit reported to EUR, amendment of the Agreement and its annexes, etc. on the Operator's WWW-server, on the Control Panel and/or to notify the Subscriber at the places of service of Subscribers and/or by sending the information regarding the amendments performed to the Subscriber's email address indicated in the Control Panel, and/or the contact number of telephone or fax, and/or by sending SMS messages concerning the details specified in the Control Panel of the Subscriber;

3.1.11. to send invoices for payment of Services and Products;

3.1.12. to dispatch and invoice upon request by the Subscriber or for the delivery of services and/or products;

3.1.13. to carry out other duties in accordance with the provisions of this Agreement and the annexes thereto.

3.2. The Operator Shall Be Entitled:

3.2.1. to request the Subscriber (collect from the Subscriber) to cover the resources used, where the volume of the actually rendered Services and/or offered Products have exceeded, by the negligence or at the initiative of the latter, the volume of the Services and/or Products referred to in this Agreement and/or ordered via the Control Panel;

3.2.2. to rely on the completeness, actuality and veracity of the information transmitted by the Subscriber;

3.2.3. if the funds of the Subscriber are not sufficient and/or the Subscriber's personal account indicates a zero or negative balance in the Operator's evidence system, immediately, with or without prior notification and at his discretion to suspend the delivery of Services and/or to deactivate the software and/or hardware of the Subscriber and/or to block the resource (site, web page) and/or Subscriber's registration data (login and password) and/or any other information of the Subscriber up to the moment of payment;

3.2.4. if the delay of payment of the Subscriber exceeds six (6) months, to denounce this Agreement unilaterally, as well as to transfer the equipment to the Subscriber that he owns (where the Services are provided including via the Subscriber's equipment). The positive difference (where is detected) between the cost of the equipment and the Subscriber's debt to the Operator is considered the pecuniary penalty to be collected from the Subscriber by the Operator in order to cover the costs of delay;

3.2.5. to transfer its obligations under this Agreement to another operator, with prior Notification of the Subscriber of fifteen (15) calendar days. In this case, the Operator has the right to send the notification in electronic form via email to the Subscriber's address indicated on the Control Panel;

3.2.6. to empower a third person to conclude the Agreement in the name and on behalf of the Operator;

3.2.7. to enable a third party to make the settlements with the Subscriber in the name of the Operator;

3.2.8. to exercise other rights provided for in this Agreement and in the annexes thereto.

3.3. The Subscriber undertakes to:

3.3.1. to register in the evidence system on the Operator's WWW-Server and to provide all the necessary documents and data required by the Operator, in accordance with the Rules of registration in the Operator's evidence system;

3.3.2. to accept in due time and to pay for the Services provided by the Operator in the amount and within the time limits laid down in the Agreement and annexes thereto;

3.3.3. to monitor independently the status and refill in time his personal account in the system of evidence of the Operator (Control Panel);

3.3.4. to monitor independently the reception of invoices, acts and other accounting documents from the Operator;

3.3.5. to provide the Operator, in due time, the materials, documents and information (data) required for the performance of its tasks by the Operator in accordance with the provisions of the Agreement;

3.3.6. at least once a week, to familiarize with the official information relating to the provision of Services and Products published on the WWW-Server of the Operator;

3.3.7. in case of failure to comply with the obligations concerning the removal of the equipment, transmitted to the Operator under the delivery-acceptance report, from the technical room of the Operator, within 3 (three) days from the date of submission of an appropriate application for removal of the equipment or from the date of termination of the Agreement, to offset the costs for dismantling and maintenance of the equipment;

3.3.8. in the event of any technical defaults, immediately inform the staff of the Operator through the ticketing system and/or via e-mail: support@ava.hosting;

3.3.9. to provide support to the activity of the Operator's representatives, including, but not limited to, the participation of experts and decision makers of the Subscriber and/or its representatives in negotiations with representatives of the Operator;

3.3.10. to execute properly the terms of this Agreement and annexes thereto;

3.3.11. to carry out other tasks provided for in this Agreement and in the annexes thereto

3.4. The Subscriber is entitled

3.4.1. to use the Services and Products of the Operator, within the limits laid down in this Agreement and in the annexes thereto;

3.4.2. to order additional Products and Services from the Operator in accordance with the Tariffs for the Services and Products;

3.4.3. to dispense with the Services and Products previously ordered, in the manner specified by the Agreement and the annexes thereto;

3.4.4. to print the invoice by using the Control Panel and carry out the advance payment for Services and Products;

3.4.5. to benefit from other rights of the Subscriber under this Agreement and the annexes thereto.

4. DETERMINATION OF THE QUANTITY (VOLUME) AND THE COST OF SERVICES AND PRODUCTS

4.1. The quantity (volume) of Services and/or Products ordered and used by the Subscriber is reflected on the Control Panel. The cost of Services and/or Products shall be determined in accordance with the Tariffs for Services and Products and is also reflected on the Control Panel;

4.2. The Tariffs for Services and Products are indicated in EUR and are calculated in EUR according to the exchange rate of the National Bank of Moldova;

4.3. All the prices specified in the Agreement and in the annexes do not include VAT;

4.4. The quantity (volume) of Services consumed and/or Products ordered shall be determined exclusively on the basis of the indications of the Operator's measuring devices. The grounds for issuing the invoices to the Subscriber and/or for the settlement of funds from his personal account for the Services and/or Products offered are the data obtained using the equipment used by the Operator in order to track the quantity (volume) of the Services provided and/or Products offered;

4.5. The Operator has the right unilaterally to revise the prices for Services and Products, to modify and/or to introduce new tariffs and/or tariff plans, to liquidate the tariffs and/or tariff plans and establish an internal exchange rate for EUR

4.6. The Operator shall notify the Subscriber about the modification, the introduction of new tariffs or liquidation of tariffs and/or tariff plans and/or establishment of a new exchange rate for EUR, by posting corresponding messages on the Operator's WWW-Server and/or in the zones of the Subscriber, and/or on the Subscriber's email address indicated on the Control Panel, and/or by phone or fax, and/or via SMS messages according to details specified on the Control Panel of the Subscriber, with at least ten (10) calendar days prior to the date of modification and/or introduction of new tariffs or liquidation of tariffs and/or tariff plans and/or establishment of a new exchange rate for EUR;

4.7. If the Subscriber does not agree with the changes in the tariff and/or tariff plan used, he may transfer to another tariff and/or tariff plan or may terminate the Agreement immediately. In the absence of a written notice on Agreement termination, sent to the Operator, or the Subscriber's request to move to another tariff and/or tariff plan for specified reasons, send via the Control Panel and/or via e-mail, within 10 (ten) days from the date the amendments are to enter into force, they shall be deemed to be accepted by the Subscriber;

4.8. If the Operator liquidates the tariff and/or tariff plan used by the Subscriber, he is entitled to transfer to another tariff and/or to tariff plan, or to terminate the Agreement immediately. In the absence of a written notice on Agreement termination, sent to the Operator, or the Subscriber's request to move to another tariff and/or tariff plan for specified reasons, send via the Control Panel, within 10 (ten) days from the date of tariff liquidation, the Operator is entitled to transfer strained the Subscriber to another tariff and/or tariff plan.

5. THE MANNER AND TERMS OF PAYMENT OF SERVICES AND PRODUCTS

5.1. Payments under this Agreement shall be made by the Subscriber in advance prior to the provision of the Services (access to the Services) and/or Products. The Subscriber shall pay for an unlimited number of months for the expected time of use of the Services and/or for an unlimited number of Products expected to be ordered (positive account balance). The Services (access to the Services) are provided only when there is a positive balance in the personal account of the Subscriber (absence of debts on payment for Services). The Products are offered only if the Subscriber's personal account has a sufficient amount to be debited for the payment of the Products;

5.2. The Operator has the right to immediately suspend the provision of the Services (to block the access to Services) in case of the existence of a zero or negative balance in the personal account of the Subscriber (the existence of debts on payment for Services). The Operator shall restart the provision of Services to the Subscriber within 24 hours from the date of submission of documents confirming the payment of the debt for Service or receipt of funds on the settlement account of the Operator;

5.3. The Operator shall have the right, with or without prior notice, to remove the resource (site, web page) and/or other information and data, if the suspension/blocking of Subscriber's Services occurred as a result of a zero or negative balance in the personal account of the Subscriber. The term for data retention is:

a) for virtual hosting services - forty (40) days from the date of formation of a zero or negative balance (of which the last ten (10) days are back up, and the Operator does not bear any responsibility for premature removal of the Subscriber's information);

b) for virtual dedicated server and email services - twenty (20) days from the date of formation of a zero or negative balance (of which the last seven (7) days are back up, and the Operator does not bear any responsibility for premature removal of the Subscriber's information);

c) for dedicated server rental services - seven (7) days from the date of formation of a zero or negative balance (of which the last two (2) days are back up, and the Operator does not bear any responsibility for premature removal of the Subscriber's information);

d) for equipment colocation services - seven (7) days from the date of formation of a zero or negative balance. At the end of this period, the Operator has the right to

deactivate and dismantle the equipment; The Operator shall be also entitled to retain the Subscriber's equipment (if the Services are provided using also the Subscriber's equipment) until the extinguishment of the debts for all the Services;

5.4. The Operator shall be entitled, at his discretion, to provide the Services to the Subscriber and/or to offer Products in credit, with a subsequent billing, in this case the Subscriber is obliged to pay the invoice within three (3) calendar days from the date of issue thereof. In the event of late payment, the Operator has the right to suspend immediately the provision of the Services (to block the access to the Services) and/or to apply the Subscriber a penalty in the amount of 0,1% of the invoice amount for each day of delay.

5.5. The payment for Services or Products is made by transfer. The payment order must be issued by the Subscriber and contains the user name (Client ID) for access to the Control Panel and his personal account number.

5.6. The Operator is entitled to suspend the transfer of funds in the personal account of the Subscriber up to the time of correct registration of the payment by the Subscriber and/or request the Subscriber's confirmation for the payment made and/or refuse to accept and transfer the payment in the following cases:

5.6.1. the payment order is issued not by the Subscriber;

5.6.2. the payment order does not contain the information and details required;

5.6.3. the user name (Client ID) does not coincide with the personal account number and/or name of the Subscriber.

5.7. The Payment Date is the date of receipt of funds on the settlement account of the Operator. The costs (bank charges) for the transfer of funds to the Operator's bank shall be borne by the Subscriber.

5.8. The Subscriber shall be solely responsible for the correctness of the payment made. In the event of a change of Operator's bank details, the Subscriber, from the moment of publication of the new details on the Operator's WWW-Server, shall be solely responsible for the payments made in accordance with the previous details.

5.9. The Subscriber has the right, at any time, to make any advance payment via the Control Panel, to print the invoice and pay it.

6. THE TERMS OF PROVISION, DELIVERY AND RECEIPT OF SERVICES AND PRODUCTS

6.1. The terms of provision of Services and/or offering of the Products, the stages of provision of Services are established by the Rules on the provision of services and products and the Regulation of equipment collocation.

6.2. At the request of the Subscriber, a legal entity or individual entrepreneur, at the end of each reporting period, the Operator shall submit the.

6.3. The Subscriber shall be obliged to forward to the Operator a signed copy of the delivery and acceptance report for the Services received from the Operator, no later than ten (10) calendar days from the receipt of the services delivery and acceptance report.

6.4. In case of any differences with regard to the services delivery and acceptance report, the Subscriber shall notify the Operator by a registered letter, with acknowledgement of receipt, not later than fifteen (15) calendar days from the date the Operator has published on the Control Panel and/or sent by mail and/or email the text of the services delivery and acceptance report.

6.5. If the reasoned objections with regard to the services delivery and acceptance report did not reach the Operator within thirty (30) calendar days from the date of report publication on the Control Panel and/or sending of the services delivery and acceptance report by the Operator via mail and/or e-mail, the Services and/or Products are deemed to be supplied/provided in full and appropriate quality, accepted by the Subscriber, and the services delivery and acceptance report is deemed to be signed by the Subscriber.

6.6. At the request of the Subscriber, the invoices, reports and other accounting documents in accordance with this Agreement will be sent via email to the Subscriber, at the address indicated on the Control Panel, or forwarded to the Subscriber in the Operator's office.

6.7. The Subscriber is obliged to monitor the in time receipt of the invoices, reports and other accounting documents from the Operator. The repeated display and/or delivery of invoices, reports and other accounting documents for the reporting period, or the repeated display of these documents for previous reporting periods, at the Subscriber's request, provided that they have not been received due to the subscriber's fault, is an extra fee for service and is paid in the amount of **1,4** EUR for each set of documents. The payment is debited from the personal account of the Subscriber.

7. LIABILITIES OF THE PARTIES

7.1. For failure to perform or improper performance of the obligations under the Agreement, the parties shall be liable in accordance with the legislation in force of the Republic of Moldova.

7.2. Liability of the parties, not specified in the present Agreement, shall be laid down in the following documents: Rules for registration in the Operator's evidence system; Rules for the provision of Services and Products; Regulation on equipment collocation.

7.3. In accordance with the Law on telecommunication, the Operator has the right to suspend the access to the Services in the event of a breach by the Subscriber of this Agreement and the annexes thereto, and of the legislation in force of the Republic of Moldova. In this case, the Operator can continue debiting funds in fixed amounts from the personal account of the Subscriber for the information storage, in the amount of **1,15 EUR** per month. In case of insufficiency of funds in the personal account of the Subscriber, the sanctions provided for in this Agreement shall apply.

7.4. If the Subscriber has not remedied the violation that caused the suspension of provision of the Services, the Operator is entitled to terminate the Agreement, without refunding any amounts to the Subscriber.

7.5. The Subscriber agrees to hold the Operator harmless against any claims of third parties that have signed Services provision agreements with the Subscriber, services, partially or wholly provided to the Subscriber through the Operator's Services and/or Products.

7.6. The Operator shall be, in no circumstances, liable to the Subscriber for any indirect damages. The term „indirect damage” includes, but is not limited to, loss of revenue, profits, expected savings, business or reputation. The Operator is responsible only for the actual damage proven with documents. The limit of liability for the actual damage, in any case, may not exceed **110 EUR** for each case of prejudice, for equipment collocation services - not more than **290 EUR** for each case of prejudice.

7.7. Payment of the pecuniary penalties shall not exempt the parties from their obligations under the Agreement.

7.8. Other responsibilities of parties not covered by this Agreement and the annexes thereto, shall apply to the extent and in the manner prescribed by the legislation of the Republic of Moldova.

7.9. In case if, for certain categories of Subscribers, the law provides for mandatory rules stipulating other bases and limits of liability of the Operator in relation to those set out in this

Agreement and the annexes thereto, the provisions laid down by law are applicable in relation to such Subscribers.

8. EXAMINATION OF CLAIMS AND DISPUTES

8.1. All disputes or differences that may arise between the parties shall be resolved, as far as possible, through negotiations.

8.2. If during the prior procedure, for some reason, no agreement is reached (in addition to the negotiations which provide, mandatory, in accordance with the Law on telecommunications, the submission by the Subscriber of a complaint and its examination by the Operator), any dispute arising under this Agreement will be settled by the competent body of the Republic of Moldova.

8.3. The Subscriber's claims with respect to the Services provided and Products offered are accepted and reviewed by the Operator only in writing and in the manner prescribed by the law on telecommunications of the Republic of Moldova.

8.4. To resolve the technical defaults in the process of determining the degree of fault of the Subscriber, as a result of his illegal actions in the use of the Internet network, the Operator is free to involve as experts competent organizations on a voluntary basis. Where the fault of the Subscriber is established, he shall be obliged to reimburse the costs of the expertise carried out.

9. OTHER CONDITIONS

9.1. By the present Agreement, the parties have determined that the actions of the Subscriber (his representative), undertaken in the Control Panel, amend accordingly the rights and obligations of the parties and the conditions set out in this Agreement. Until the Subscriber submits the information on changing of his representative entitled to take actions in the Control Panel, the person empowered is deemed to be the corresponding representative of the Subscriber. The written information in the Control Panel, authenticated by the Operator, is a proof of the change of the Agreement's conditions.

9.2. The operator has the right to disclose the information about the Subscriber only within the limits provided by the legislation of the Republic of Moldova and this Agreement.

9.3. In the case of a complaint regarding the content of the Subscriber's information resource, the Operator hereby expresses his consent to disclose to a third party the Subscriber's personal information (name and address of residence), as well as contact information for the purpose of solving the dispute between the Subscriber and the third party.

9.4. This Agreement constitutes a public contract on the basis of the Civil Code of the Republic of Moldova, the terms and conditions of a public contract are the same for all the Subscribers, except for the cases the law and other normative acts of the Republic of Moldova shall provide for providing benefits for certain categories of subscribers.

9.5. The Subscriber may not assign his rights and obligations under this Agreement without the prior written consent of the Operator.

10. CONCLUSION OF THE AGREEMENT. AGREEMENT VALIDITY. AMENDMENT AND TERMINATION OF THE AGREEMENT

10.1. This Agreement shall enter into force on the date of its conclusion. In accordance with the provisions of the Civil Code of the Republic of Moldova, the provisions of this Agreement shall apply to the relationship between the parties from the date of registration of the Subscriber in the evidence system on the Operator's WWW-server in accordance with the Rules of registration in the Operator's evidence system.

10.2. The validity of the Agreement shall be extended automatically for the following calendar year if none of the parties expressed in writing its intention to terminate the Agreement, at least 30 (thirty) calendar days before the end of the calendar year. However, the Operator has the right to send such a request in electronic form via email to the Subscriber's address indicated on the Control Panel.

10.3. The automatic renewal of the Agreement can be performed an unlimited number of times.

10.4. The operator shall be entitled to amend unilaterally the present Agreement and the annexes thereto. The Operator shall notify the Subscriber of the amendments made by posting a notice on such amendments, the amendments themselves and/or new documents on the Operator's WWW-Server and/or in the Subscriber's zones and/or send an email to the Subscriber's address indicated on the Control Panel and/or by phone/fax, and/or by SMS messages according to details specified on the Control Panel of the Subscriber. The Operator is obliged to inform the Subscriber about the amendments at least 10 (ten) calendar days prior to the date of entry into force of the amendments concerned.

10.5. If the Subscriber does not agree with the amendments, he shall be entitled to terminate this Agreement immediately by notifying in writing the Operator. In the absence of a written notification regarding termination of the Agreement, sent to the Operator, or the Subscriber's request to move to another tariff and/or tariff plan for specified reasons, send via

the Control Panel, within 10 8(ten) calendar days from the date the amendments are to enter into force, they shall be deemed to be accepted by the Subscriber.

10.6. The Subscriber has the right to terminate this Agreement and to refuse the Operator's Services at any time, unilaterally, provided that he reimburses the actual costs incurred by the Operator up to the date of termination.

10.7. In the event of early termination of the Agreement, the Subscriber shall be refunded, upon a written request, the unused funds, except for the cases provided for in this Agreement and in the annexes thereto. In this case, the reimbursement shall be made only by bank transfer. No transfer of funds shall be allowed, at the request of the Subscriber, by a third person.

10.8. At the written request of the Subscriber, the Operator is obliged, without terminating the Agreement, to suspend the provision of the Services to the Subscriber. In this case, the Subscriber shall be charged for the entire period specified in the request, in accordance with the rates established for such situations.

10.9. The present Agreement shall be automatically terminated or terminated unilaterally by the Operator in the following cases:

10.9.1. The present Agreement shall automatically terminate for Subscribers natural and legal persons - non-residents of the Republic of Moldova, if there is found a total cumulative payment for Services and/or Products amounting 50 000 USD (or an equivalent of this amount in EUR, at the exchange rate of the National Bank of Moldova at date of registration of the Subscriber in the evidence system of the Operator), in the absence of a passport for the transactions, set up by the Operator pursuant to this Agreement, in accordance with the currency legislation of the Republic of Moldova. At the time of the establishment by the Operator of the passport for the transactions pursuant to this Agreement, the Parties shall determine the period of validity of the Agreement of 10 (ten) years. If the Subscriber has not ceased to use the Services and/or the Products of the Operator upon automatic termination of the Agreement for the reasons mentioned, the Operator shall consider that the other party has expressed its agreement on the conclusion of a new Agreement for a new term.

10.9.2. In case of systematic (three or more times) violation by the Subscriber of the terms of this Agreement and/or the annexes thereto, the Operator has the right to terminate immediately this Agreement, without providing the Subscriber any compensation (the balance of funds in the personal account of the Subscriber shall be considered as pecuniary penalty). The termination of the Agreement for the reasons given shall be carried out by the Operator unilaterally by a notification sent to the Subscriber email address indicated on the Control Panel.

10.9.3. If the suspension of provision of the Services to the Subscriber and/or deactivation of Subscriber's hardware and/or software and/or blocking of the resources (web pages, site) and/or Subscriber's registration (login and password) and/or other Subscriber's information and data has been carried out by the Operator in connection with the breach by the Subscriber of the provisions of the Agreement or annexes thereto and lasts for a period of more than six (6) consecutive months from the date of receipt of by the Subscriber of the notification via email; the Operator has the right to terminate the Agreement, without providing the Subscriber any compensation (the balance of funds in the personal account of the Subscriber shall be considered as pecuniary penalty). The termination of the Agreement for the reasons given shall be carried out by the Operator unilaterally by a notification sent to the Subscriber email address indicated on the Control Panel.

10.10. The present Agreement shall be terminated by the parties in the event of a unilateral refusal of the Subscriber to comply with the provisions of the Agreement. The following actions or lack of actions of the Subscriber shall be deemed as unilateral refusal to execute the Agreement:

10.10.1. The Subscriber does not refill his personal account (payment under the Agreement) within a period of fourteen (14) calendar days of the formation of a zero or negative balance in his personal account and does not notify the Operator on the terms of payment. During these fourteen (14) calendar days from the date of formation of zero or negative balance on the Subscriber's personal account, his resources (site, web page) and other Subscriber information and data are maintained. At the end of that period, except for the case when the tariff and/or tariff plan sets another term, the resource (site, web page), and all the information and data of the Subscriber are removed. In this case, the last seven (7) calendar days of this period are back up and the Operator assumes no responsibility for the premature removal of Subscriber's information;

10.10.2. While using the services of "Dedicated Equipment Provision" and/or "Equipment Collocation", the Subscriber does not refill his personal account (payment under the Agreement) within a period of seven (7) calendar days of the formation of a zero or negative balance in his personal account and does not notify the Operator on the terms of payment. During these seven (7) calendar days from the date of formation of zero or negative balance on the Subscriber's personal account, his resources (site, web page) and other Subscriber information and data are maintained. At the end of that period, except for the case when the tariff and/or tariff plan sets another term, the resource (site, web page), and all the information and data of the Subscriber are removed (except for the Subscriber own equipment) and/or the equipment is deactivated and dismantled. In this case, the last two (2) calendar days of this period are back up and the Operator assumes no responsibility for the premature removal of Subscriber's information.

10.11. The Operator has the right to terminate this Agreement unilaterally in other cases provided for in the Agreement and annexes thereto, as well as by the legislation of the Republic of Moldova.

10.12. The present Agreement can be terminated at any time by the mutual agreement of the parties.

11. DETAILS AND SIGNATURES OF THE PARTIES

Operator Subscriber

“AVA HOST” S.R.L. _____

BOULEVARD DECEBAL 99, MD-2038, CHISINAU, THE REPUBLIC OF
MOLDOVA _____

Fiscal code: **xxxxxxxxxxxxxxxx** _____

C.B. “Victoriabank” JSC, branch no. 29 _____

VICBMD2X490 _____

Bank account: **xxxxxxxxxxxxxxxx** _____