

SERVICE AGREEMENT

1. TERMS AND DEFINITIONS

Hosting a service providing resources (computing power, disk space, network connections) for hosting, storing, and ensuring the functioning of the User's information systems, applications, data, and other objects.

Confidential Information commercial and/or organizational-technological information being a secret for either Party, including but not limited to: information on the Provider's Service organization; information on the organization of the User's infrastructure; access data to infrastructure elements; information contained in the User Dashboard (except as provided by law); other information, data, and details that the Parties exchange in the context of executing the Agreement with implied inaccessibility to third parties.

Personal Account an electronic account in the User Dashboard that displays the receipt and expenditure of funds for payment of the User's Services.

User Dashboard a non-public section of the Provider's Website designed for managing Services

Website <http://hostlab.kz>.

User, including: authorization, ordering, management and use of Services, payment management, information exchange, access to settings and statistics. Identification is performed using login and password. Any person providing correct User identification data is considered authorized by **the User** to perform all actions in the User Dashboard.

Minimum Period for which a Service may be ordered a period less than which the Service cannot be ordered (determined by the technical features of the Service). The cost of the Service is charged for at least the Minimum Period.

User an individual, legal entity, or individual entrepreneur that has entered into an Agreement with the Provider by registering an Account in the User Dashboard and/or paid for the Provider's services. The person whose data is used for registration is the Account Owner and is authorized to act on behalf of the User. Information about the Owner is displayed in the User Dashboard.

Tariff description of a typical or User-customizable set of parameters of the Provider's Services and their cost.

Service provision by the Provider to the User of hosting resources and other related services, as well as provision by the Provider of access to services of third-party service providers.

Account a set of data about the User, their Services, payments, representatives, inquiries to the Provider, and other information stored in the User Dashboard.

SLA (Service Level Agreement) a document defining service availability parameters, incident response times, and compensation for violation of indicators.

Incident a failure in the operation of Services leading to violation of their availability or functionality.

Request a formalized User request for provision/change of services in the User Dashboard.

2. SUBJECT OF THE AGREEMENT

2.1. The Provider provides the User with Hosting services and other services according to the User's requests made in the User Dashboard.

- 2.2. The effect of the Agreement extends to all User Services, except for Services for which separate written agreements have been concluded.
- 2.3. All Services are provided on an "as is" basis.
- 2.4. Special conditions may be established for individual services in the SLA, including:

3. COST OF SERVICES, ORDERING PROCEDURE, SETTLEMENTS AND ACCEPTANCE OF SERVICES

- 3.1. The cost of Services is determined by the current Tariffs, information about which is posted in the User Dashboard and/or on the Provider's Website.
- 3.2. Daily in the User Dashboard, service consumption is calculated and funds are debited from the Personal Account:
 - 3.2.1. For Services with prepayment – for the current billing period;
 - 3.2.2. For Services with "pay-as-you-go" payment – for the previous billing period.
- 3.3. Changes in price take effect from the date of publication; payment is debited at the new prices.
- 3.4. When funds are deposited for several periods and the cost of services changes, the duration of the covered period changes proportionally.
- 3.5. If the Service is provided for less than the Minimum Period (specified in the SLA), its cost equals the cost for the Minimum Period.
- 3.6. If there are insufficient funds in the Personal Account, service provision is automatically suspended for the period specified in the SLA, about which the User is notified. To resume use of the Service, the User must, during the suspension period, replenish the account with the amount owed and also pay the cost of the Service for one billing period.
- 3.7. Upon expiration of the suspension period, the Provider has the right to delete the Service without possibility of recovery.
- 3.8. A one-time fixed payment may be charged for connecting additional Hosting features. If the User refuses the Service after it has started and features have been connected, the Provider has the right to withhold 100% of the Service cost.
- 3.9. Payment is made in tenge by methods available in the User Dashboard. Payment is confirmed after funds are credited to the Provider's account and payment is identified (up to 2 business days). All payments are reflected in the Personal Account.
- 3.10. When paying by bank transfer, a reference to the Provider's account number is mandatory in the payment purpose.
- 3.11. The User independently generates an invoice in the User Dashboard and is responsible for choosing the payment method, correctness and timeliness of payments.
- 3.12. The User can set up Auto-payment. By setting up Auto-payment, the User agrees that all automatic payments are made with their knowledge.
- 3.13. For Users who have paid for services by bank transfer, the fact of service provision is documented by an electronic certificate of work performed. On the 5th day of the month following the month of service provision, an ECD is automatically created in the User Dashboard. If within five business days after its creation the User does not send objections regarding the quality or cost of services, they are considered completed and accepted in full. This condition applies regardless of when the ECD is actually signed.
- 3.14. Services are considered properly rendered and accepted if within 5 (five) days of the month following the month of provision, no objections have been raised by the User.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Provider has the right to:

4.1.1. Recover losses caused by the User's breach of the Agreement (including without acceptance from the Personal Account funds). The obligation to pay losses remains after termination of the Agreement.

4.1.2. Recover a fine in the amount of 100% of the balance in the Personal Account at the time of termination, if the violation led to termination/discontinuation of the Service.

4.1.3. Engage third parties to perform the Agreement.

4.1.4. Request documents confirming the accuracy of information about the User, the legality of their activities (licenses, permissions from rights holders), responses to claims from third parties. The request must be fulfilled within no more than 1 business day.

4.1.5. Use the User's means of identification to notify an indefinite circle of persons about the User as a client.

4.1.6. Use anonymized usage statistics, error reports for scientific and research purposes.

4.1.7. Use information security tools, countermeasures against network attacks and malware (including those from third-party developers). The use of such tools does not guarantee prevention of incidents and is not grounds for claims regarding information security.

4.1.8. Use technical means of monitoring infrastructure operation (copy, access, store, disclose information about usage, settings, environment) for the purposes of complying with hosting legislation, monitoring legality of use, collecting statistics, searching for vulnerabilities, analytics and research – without notifying the User.

4.1.9. Use "cookies" and allow their use by partners/advertising services.

4.1.10. Block access to hosting for up to 24 hours upon detection of DDoS/other network attacks from the User's resources significantly affecting the Provider's infrastructure, with notification through the User Dashboard.

4.1.11. Prohibit automatic access to services and stop receiving automatically generated information.

4.1.12. Suspend or restrict the provision of Services until circumstances are clarified/violations are eliminated in the following cases:

- non-payment/delayed payment, failure to fulfill obligations;
- decision of an authorized state body;
- violation of the Agreement, Registration/Use Rules, SLA;
- emergence of risks of harm to the Provider's infrastructure/clients due to the User's actions;
- User's refusal to assist in investigating violations;
- actions limiting access of other users, attempts of unauthorized access;
- placement of software disrupting the operability of Services;
- support/use of spam activity;
- use for placing search spam, phishing, data collection;
- other cases under the legislation of the Republic of Kazakhstan/norms of regulatory bodies (ICANN, RIPE, etc.)/Agreement/SLA.

In these cases, the Provider reserves the right to refuse provision of Services without refund for the unused period.

4.1.13. Delete User's data without recovery upon termination of the Agreement/Service discontinuation.

4.2. The User has the right to:

4.2.1. Change the composition and quantity of Services, hosting configuration (if technically possible).

4.3. The Provider is obliged to:

4.3.1. Provide Services properly in accordance with the Agreement and Appendices.

4.3.2. Ensure provision of Services in accordance with the SLA.

4.3.3. Maintain the Personal Account, timely reflect receipts/debits.

4.3.4. Inform the User about changes in Tariffs and Agreement terms through the Website.

4.4. The User is obliged to:

4.4.1. Timely and carefully familiarize themselves with the terms of the Agreement, Appendices, Tariffs, Services, information on the Website.

4.4.2. Fulfill all terms of the Agreement and Appendices.

4.4.3. Communicate respectfully with the Provider's employees.

4.4.4. Keep Account data up to date (full name/name, details, addresses, contacts).

4.4.5. Ensure confidentiality and safety of their data placed using the Services; ensure deployment, configuration and operation of backup tools.

4.4.6. Monitor the balance and timely replenish the Personal Account.

4.4.7. Ensure security and currency of software placed/operated using the Services; timely eliminate vulnerabilities; comply with information security requirements; use strong passwords.

4.4.8. Ensure currency of domain resource record data and applications/services used. After termination of the Agreement – remove all indications/links to the Provider's IP addresses, services.

4.4.9. Not allow actions damaging the Provider's business reputation.

4.4.10. Provide and maintain up-to-date information for identification, authentication, execution of the Agreement and compliance with the legislation of the Republic of Kazakhstan.

4.4.11. Compensate the Provider and/or third parties for losses arising from the User's breach of their obligations.

4.4.12. Immediately notify the Provider of facts of unauthorized use of the Account/User Dashboard, hacking.

4.4.13. Not post prohibited content, information prohibited for distribution under the legislation of the Republic of Kazakhstan/international law; spam, phishing pages, materials for collecting financial/personal data; content violating copyright/other rights of third parties, moral norms/public order.

4.4.14. Provide assistance to the Provider when investigating incidents/violations.

5. CONFIDENTIALITY AND PERSONAL DATA

5.1. The Parties undertake not to disclose Confidential Information to third parties, if there is no free access to it on a legal basis, and it has actual/potential value.

5.2. The Party receiving Confidential Information takes measures to protect it.

5.3. Confidential Information is protected during the term of the Agreement and for 5 (five) years after its termination.

5.4. Processing of personal data by the Provider is regulated by documents posted on the Website.

5.5. When processing personal data of third parties provided by the User, the User guarantees the existence of consents from the data subjects.

6. TERM, CHANGES TO TERMS AND TERMINATION

6.1. The Agreement enters into force from the moment of acceptance of the offer and is valid until the end of the calendar year.

6.2. The term is automatically extended for the next year, unless either Party has declared termination 30 (thirty) days before the end of the year.

6.3. Automatic extension of the Agreement term is established indefinitely.

6.4. The Provider has the right to change/supplement the terms of the Agreement. Changes take effect from the date of publication on the Website. If the User disagrees, they have the right to terminate the Agreement by sending a written notice. The Agreement is considered terminated from the next business day after receipt of the notice

7. DISPUTE RESOLUTION

7.1. Disputes are resolved through negotiations, and if no agreement is reached – in accordance with the legislation of the Republic of Kazakhstan.

7.2. Pre-trial claim procedure is mandatory. Response time to a claim is 30 (thirty) calendar days from the date of receipt. Claims are accepted only in writing.

7.3. The claim must contain: Name/Full name of the applicant; address for response; registration details/identity document details; grounds; claim amount; bank details; list of attachments.

7.4. The claim is signed by the applicant/authorized representative. Anonymous claims are not considered.

7.5. Unresolved disputes are resolved in court in accordance with the legislation of the Republic of Kazakhstan.

7.6. If illegal actions of the User are suspected, the Provider has the right to engage experts. If the User's guilt is established, the User reimburses the costs of the expertise.

7.7. At the Provider's request, the User consents to the transfer of personal data/other data to third parties to settle a dispute between the User and a third party.

7.8. Upon receiving claims from third parties about violation of intellectual property rights, the Provider sends them to the User through the User Dashboard. The User is obliged within 24 (twenty-four) hours to settle the claim or stop using/delete the objects violating rights. After 24 hours, the Provider has the right to delete the Service in respect of which the claim was received.

8. FORCE MAJEURE CIRCUMSTANCES

8.1. The Parties are released from liability for non-fulfillment of obligations caused by force majeure (natural disasters, accidents, DDoS attacks, terrorist acts, military actions, civil unrest, prohibitive acts of authorities, sanctions, and other circumstances beyond the reasonable control of the Parties).

8.2. The deadline for fulfillment of obligations is extended proportionally to the duration of force majeure and additionally by the time needed to eliminate its consequences (up to a maximum of 60 calendar days)). If force majeure lasts longer or will obviously last longer than 60 days, the Parties discuss alternative methods of fulfillment/termination of the Agreement without compensation for losses. The Provider returns unused funds.

9. OTHER TERMS

9.1. This Agreement supersedes all previous agreements of the Parties on its subject.

9.2. User actions in the User Dashboard change the rights/obligations of the Parties. Printed and certified by the Provider information from the User Dashboard is evidence in disputes.

9.3. Correspondence is conducted through the User Dashboard (recognized as simple written form). The Parties undertake to receive messages in a timely manner and bear the risk of untimely receipt.

9.4. The relations of the Parties are governed by the current version of the Agreement published on the Website.

9.5. Appendices (Terms of Service, SLA, License Agreements and other documents on the website), Tariffs are an integral part of the Agreement.

9.6. The Provider has the right to transfer rights/obligations under the Agreement to a third party (Successor) with notification to the User. Conclusion of the Agreement means the User's consent to such transfer.

9.7. The Parties are liable for breach of obligations under the Agreement and the legislation of the Republic of Kazakhstan.

9.8. The Provider provides Services only to Users who have passed identification.

9.9. Changes to Account data can only be initiated by its Owner.

9.10. The Provider is not responsible for blocking the User's domains and its consequences. The User undertakes to independently interact with authorized bodies to remove the blocking.

10. PROVIDER DETAILS

HostLab Limited Liability Partnership

BIN 250640033068

Republic of Kazakhstan, 050019/A25X1X5, Almaty city, Medeu District, 34/29 Kaldayakov St., non-residential premises 2v, office No. 6

Bank JSC "Bank CenterCredit"

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