



**DDOS-GUARD**

## **Service Level Agreement**

### **IQWeb FZ-LLC**

IQWeb FZ-LLC is a legal entity and managing company  
operating under well-known brand name DDoS-Guard

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## 1. General provisions

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1.1. IQWeb FZ-LLC offers Internet users - any persons, including, but not limited to legal entities and individuals, (hereinafter referred to as the the "Client") the opportunity to use its services on the terms and conditions of this Service Level Agreement ( hereinafter referred to as the "Agreement").

1.2. The subject of the Agreement is the provision of DDoS-defense services on the terms of this Agreement (hereinafter referred to as the "Services").

1.3. The list of Services is posted on the official website of the Provider in the Internet — <https://ddos-guard.net> and its subdomains (hereinafter referred to as the "official website of the Provider") and (or) is presented in the Client Area, access to which is opened after the successful completion of the registration procedure.

## 2. Validity period

2.1. Acceptance of this agreement by the Client is the performance of any of the client is the performance of any of the following actions:the successful completion of the registration procedure in the Client Area and/or the Client's payment for services and/or use of the Services.

2.2. By concluding this Agreement, the Client confirms that he/she has read and understands its contents, fully and unconditionally agrees with them, and also that the Client meets the requirements established by the legislation necessary for its conclusion and has the necessary powers.

2.3. This Agreement between the Provider and the Client is valid from the Client's acceptance, except its early termination, in terms of using the Client Area — for an indefinite period, in terms of access to the Services — during the prepaid period for the Services.

## 3. Client's Personal Account

3.1. Remote access to the Services is carried out through the Client Area available at <https://my.ddos-guard.net> and its subdomains.

3.2. The Provider sets the terms and methods of account registration in the Client Area at its discretion. In case of successful completion of the registration procedure by the Client, an account for the Client Area will be created in the Provider's database, which is accessed by email and password specified by the Client during registration and / or through other services specified on the access page to the Client Area.

3.3. In order to comply with security, the Client is obliged to use two-factor authentication to log into the Client Area (after registration is completed). Two-factor authentication methods are specified in the Client Area.

3.4. The order of services is carried out by the Client independently in the Client Area. An order for the provision of a certain service is recognized as achieved between the Parties, and the service itself is recognized as active and begins to be provided from the moment the Client pays the corresponding invoice for the selected service.

3.5. The Account may be deleted:

3.5.1. if the Client violates any of the terms of the Agreement;

3.5.2. At the request of the Client to delete the account;

3.5.3. If the Client, in the opinion of the Provider, commits abuses when registering a scientific record or using the Client Area, including, but not excluding, when performing mass registration of similar accounts, specifying deliberately incorrect technical data, and in other cases;

3.5.4. Absence of any active service for 6 months.

3.6. For security reasons, the Provider:

3.6.1. Does not change the phone numbers specified by the Client when ordering the service or within the account on the Provider's website, as well as disabling other two-factor authentication methods. Such changes can only be made by the Client himself when interacting with this phone number and (or) other means of two-factor authentication;

3.6.2. Restores the Client's access to the account only on the basis of a request from a confirmed email address. In this case, the Provider has the right to request any additional information confirming the right of access to the Client Area.

3.7. The Provider reserves the right at any time, at its discretion, to completely or partially refuse service, suspend or close the account of the Client Area.

3.8. The Client independently resolves all issues related to his own remote access to the Client Area (availability of web browsers, equipment, Internet connection, etc.), these issues are not included in the responsibility of the Provider.

## 4. Payment for the services

4.1. The period of access to the Services is equal to 1 (one) calendar month, unless otherwise specified in the invoice for the Service. The access period starts from the moment of payment and activation of access to the Service in the Client Area and expires on the corresponding day of the calendar month following the activation date.

4.2. The Provider accept payments online using Visa and MasterCard credit/debit card in agreed currency.

4.3. All credit/debit cards details and personally identifiable information of the Client will NOT be stored, sold, shared, rented or leased any third parties.

4.4. The Client undertakes to pay for access to the Services in a timely manner and in full in the amount provided for by the relevant tariff plan provided on the Provider's official website and/or the Client Area.

4.5. Invoices for services are generated in the Client Area. The Client pays for the services within 5 (five) banking days from the moment the invoice is generated by the Provider in the Client Area, but no later than the end date of the previously prepaid period.

4.6. The Client's obligation to pay is considered fulfilled from the moment of receipt of funds to the Provider's settlement account.

4.7. If the Client fails to fulfill the payment obligations within the time specified in the invoice, the provision of the service is automatically suspended on the day after the end of the prepaid period.

4.8. The Client undertakes to make every possible effort to prevent the occurrence of arrears on his part, and also undertakes to notify the Provider of his disagreement with the calculation of the payment amount no later than 3 (three) calendar days before the deadline for making payment for the billing period.

4.9. Payment shall be made by any of the methods available in the Client Area.

4.10. When paying by bank card via internet acquiring, the payment is processed on the bank's secure payment page where the Client needs to enter bank card details: card number, card expiration date, and the three-digit security code (CVC/CVV). The Company does not store or process Clients' banking data. When paying by bank card, payment processing and security are guaranteed by the bank.

4.11. By enabling the Payment Auto-Renewal feature in the Personal Account, the Client agrees to the non-acceptance auto-debit (automatic withdrawal) of funds from the payment instrument that was saved and selected by the Client during setup/ordering. If, within the framework of the Payment Auto-Renewal, a withdrawal transaction is declined, the Automatic Payment feature will be automatically disabled. The Client may disable the Payment Auto-Renewal feature in the Personal Account settings and use another payment method without automatic withdrawal.

4.12. The Company does not guarantee the possibility of conducting transactions using the Client's bank card, leaving the resolution of such issues to the bank.

4.13. The Client guarantees that they are the holder of the bank card and that they consciously, correctly, and fully enter the required bank card details when making a payment and enabling the auto-renewal feature.

4.14. The Client undertakes to ensure that sufficient funds are available on the bank card account to perform the automatic withdrawal, as well as to independently monitor the card's expiration date and its timely reissuance or replacement.

4.15. When making a payment for a Client by a third party, in the purpose of payment, it is necessary to indicate the Client's account number, the payment of which is made, and the fact of payment of the client by a certain third party (full name or name and TIN of the legal entity). In the absence of such data, the Provider has the right to refuse to accept funds or consider the payment as an independent acceptance of the offer by the person who paid the bill.

4.16. The Provider reserves the right to unilaterally change the components of tariff plans, as well as to introduce new and eliminate existing tariff plans. The Provider has the right, at its discretion, but not more than once a month, to change the amount of payment for services, about which it undertakes to notify the Client no later than 7 (seven) calendar days before its change. If the Client does not agree with the new amount of payment for services, he has the right to terminate the contract unilaterally by sending a corresponding written notice to the Provider.

4.17. In order to improve the quality of the Services provided, as well as in connection with any emerging technical risk factors, accepting the parameters of resource protection, for its protection, the Provider has the right to offer the Client a more suitable tariff plan.

4.18. Any purchase, dispute or claim arising out of or in connection with the official website/Client area shall be governed and construed in accordance with the laws of UAE.

## 5. Service delivery parameters

5.1. The Client acquires access to the Services in the form of a set of functionality with predefined parameters. The Client agrees to use the Services only in the manner provided by the Provider during development or adaptation.

5.2. DDoS protection services provide traffic cleaning (filtering) aimed at reducing the load on the attacked web resource by detecting and blocking malicious (traffic 24 hours a day, 7 days a week, 365 days a year. The services provide guaranteed protection and operability of the Client's channels and services both from attacks on overflow of data transmission channels (Volumetric) and from attacks on the application layer (with the disclosure of SSL connections), using traffic analysis systems up to the 7th level of the OSI model, taking into account the following parameters:

5.2.1. Clearing traffic from the malicious component at the level of 98% on attacks such as UDP Flood, ICMP Flood, SYN-Flood (including with IP address substitution), HTTP Flood;

5.2.2. Clearing traffic from the malicious component at the level of 90% for other types of attacks of 3-4 OSI levels;

5.2.3. The probability of erroneous blocking of a legitimate user at the application level is no more than 2% (the IP address of a legitimate user is skipped with a probability of 98% after 5 minutes from the start of the attack).

5.2.4. The services provide protection against attacks of the following classes (but not limited to those listed):

Классы атак	Виды атак		
<b>Объемные атаки</b>			
	<input checked="" type="checkbox"/> UDP Flood	<input checked="" type="checkbox"/> ICMP Flood	
	<input checked="" type="checkbox"/> UDP Fragmented Attacks	<input checked="" type="checkbox"/> Flood-packets by different protocols	
	<input checked="" type="checkbox"/> TCP Flood Attacks (SYN/SYN-ACK/ACK/RST/FIN/URG/PSH)		
<b>Амплификация с использованием протоколов</b>		<input checked="" type="checkbox"/> TCP	<input checked="" type="checkbox"/> NTP
		<input checked="" type="checkbox"/> UDP	<input checked="" type="checkbox"/> RIPv1
		<input checked="" type="checkbox"/> ICMP	<input checked="" type="checkbox"/> rpcbind
		<input checked="" type="checkbox"/> DNS	<input checked="" type="checkbox"/> SNMP
		<input checked="" type="checkbox"/> SSDP/UPnP	<input checked="" type="checkbox"/> SQL RS
			<input checked="" type="checkbox"/> Memcached
			<input checked="" type="checkbox"/> Chargen
			<input checked="" type="checkbox"/> L2TP

Attacks Classes	Attacks Types
<b>Resource Exhaustions Attacks</b>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Incorrect or reduced packets attacks</li> <li><input checked="" type="checkbox"/> Fragmented/segmented packets attacks (Teardrop, Targa3, Jolt2, Nestea et al.)</li> <li><input checked="" type="checkbox"/> Attacks by TCP-packets with the incorrect segment ID</li> <li><input checked="" type="checkbox"/> False TCP-sessions attacks</li> <li><input checked="" type="checkbox"/> «Slow» TCP-attacks</li> <li><input checked="" type="checkbox"/> Attacks by TCP/UDP-packets with the incorrect flag, checksum data, Attacks by TCP/UDP-packets with the incorrect port numbers, Attacks by the bogonaddresses</li> <li><input checked="" type="checkbox"/> Attacks by the modified TOS in the IP-headings</li> </ul>
<b>Other Attacks</b>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> SIP Flood Attacks</li> <li><input checked="" type="checkbox"/> GRE Flood Attacks</li> <li><input checked="" type="checkbox"/> IPsec flood Attacks</li> <li><input checked="" type="checkbox"/> HTTP Flood</li> </ul>

5.3. The Provider guarantees the availability of the client's services and compliance with the service parameters specified in clause 5.2, if the volume of a DDoS attack on the client's service does not exceed 40 Gbps or 20 Mbps.

5.4. The Provider guarantees the availability of the client's services if the volume of the DDoS attack on the client's service does not exceed:

400 Gbps or 200 Mbps for DDoS attacks using OSI transport layer protocols requiring connection establishment (statefull);

500 Gbps or 300 Mbps for other types of DDoS attacks using OSI network and transport layer protocols that do not require connection establishment (stateless).

5.5. The Provider undertakes to take all possible measures to ensure the availability of the Client's resource if the volume of DDoS attacks on the client's service does not exceed:

500 Gbps or 350 Mbps for DDoS attacks using OSI transport layer protocols requiring connection establishment (statefull);

3200 Gbps or 500 Mbps for other types of DDoS attacks using OSI (stateless) network and transport layer protocols.

5.6. For the Network Protection service, the Provider guarantees the Client that the parameters of the services during the entire period of their provision will not exceed the following values:

Service Quality Parameters	Value
Availability ratio, not less	<b>0,995</b>
Packet delay*, not more, ms	<b>150</b>
Packet delay variation*, not more, ms	<b>45</b>
Packets losses*, not more, %	<b>1</b>

\* — hereinafter, the characteristics of packets' passing through the Provider's network are described

**The availability coefficient is calculated as:**

$$K = \frac{(24 \text{ hours} \times 30 (31,28,29) \text{ days} - \text{Monthly total service downtime})}{(24 \text{ hours} \times 30 (31,28,29) \text{ days})}$$

5.7. Packet delay (one-direction) (ms) shall mean the average time of the test 128- byte-packets passing (ping) through the Provider's network at both ends in particular geographic zone (region) within given time period (for one hour, one day, one week, one month).

Packet delay variety (ms) shall mean the average time of the packet delays counted through the analysis of packet delay time.

Packet losses shall mean the percentage ratio of the quantity of packets lost on the Provider's network channel to the total.

For Clients who connect using BGP technology, the technical parameters specified in the Contract can be fulfilled provided that the protected prefixes are announced only through the Provider's network.

5.8. Other technical conditions for the provision of services are set out in the sections of the Provider's official website on the relevant services. For the avoidance of doubt, the absence of one or another technical condition indicates that this condition is not included in a certain tariff. In cases where a separate network address is not specified in the tariff plan, it is assumed that the service is provided using a common public network IP address, and a separate (dedicated) public IP address can be provided to the Client for an additional fee.

5.9. In the case of services requiring changes to DNS records or other technical actions from the Client, the Provider cannot guarantee the declared level of service provision until the Client performs the appropriate necessary actions. The operation of the Services also cannot be guaranteed in the event of malfunction or technical problems at the Client's hosting provider and/or other technical facilities where the Client's web resource data is physically located, if the Client specified incorrect or unacceptable technical parameters when managing through the Client Area, for example, incorrect web resource data.

5.10. The Client confirms his agreement that the service is provided through a single infrastructure of the Provider. The Client's access to additional services is terminated in the event of the expiration of the period of provision of the main service.

5.11. The Services are subject to a traffic consumption limit for the Client and a bandwidth limit set by the Company. Exceeding these limits is calculated using the 95% burstable billing (95th percentile) method based on the bandwidth of legitimate requests directed toward the Client. Depending on the selected tariff plan, the following limits and overage charges apply:

Tarif plan	Any tarif plans up to Basic	Basic	Normal	Medium	Premium	Enterprise
<b>Included monthly limit</b>	2 TB / Bandwidth up to 50 Mbps	30 TB / Bandwidth up to 200 Mbps	250 TB / Bandwidth up to 200 Mbps	500 TB / Bandwidth up to 2 Gbps	1 PB / Bandwidth up to 5 Gbps	2 PB / Bandwidth up to 10 Gbps
<b>Exceeding limit</b>	2\$ / 1 TB 0,8\$ / 1 Mbps	2\$ / 1 TB 0,8\$ / 1 Mbps	2\$ / 1 TB 0,8\$ / 1 Mbps	2\$ / 1 TB 0,8\$ / 1 Mbps	2\$ / 1 TB 0,7\$ / 1 Mbps	2\$ / 1 TB 0,7\$ / 1 Mbps

The current volume of data transferred is displayed in the Personal Account (section "Statistics" → "Traffic Volume (BPS)"). If the Client's paid tariff plan does not include access to statistics, the data can be clarified by submitting a request via the ticketing system in the Personal Account.

5.12. The Company reserves the right to demand a reduction in data transmission volume if exceeding the limits may lead to overloading the cloud platform or surpassing the traffic bandwidth limit. The Company sends such a request to the Client via the Personal Account's ticketing system. If the request is not fulfilled within 3 (three) days of receipt, the Company may restrict the Client's excess data consumption and demand payment for overages based on an issued invoice, payable within 10 (ten) days of receipt by the Client.

5.13. The Client consents to the implementation by the Provider of all necessary technical actions for the provision of services, including, but not limited to, access to the code of the resource (site) in respect of which the services are provided, and modification of the code of this resource (including index html pages), detection of any email addresses and their replacement with a script to prevent their collection, or adding resource code to improve page loading performance, interception of requests, considered as threats and providing such actions for such requests as providing verification (verification page, captcha), deleting the request, redirecting or other similar measures, adding cookies to track site visitors and their sessions in order to protect the site, to other actions aimed at improving the performance or security of the site of site users, to add the corresponding scripts, as well as for transmitting/receiving all other necessary data.

5.14. The Provider independently determines its own technical capabilities for the provision of services, including any criteria for the unavailability or impossibility of providing services, lists of domains in respect of which services may not be provided, possible and impossible adjustments to the parameters of services and other related parameters. The Provider has the right to change the above parameters at any time, introduce new criteria or remove previously existing ones.

5.15. The services are provided on an "as is" basis, which means that the functionality of the service cannot be changed for a particular client at his request. The purchase of the service confirms the sufficiency of the functionality for the client. All risks associated with commercial suitability, applicability of use for a specific purpose, nature of execution, compatibility with hardware or software, performance, not directly specified in this Agreement, are borne by the Client.

5.16. Guarantees do not apply to the protection service at the application level of services other than websites (for example, TeamSpeak, Lineage2, Minecraft, World Of Warcraft, etc.).

5.17. The Provider has the right to involve other specialized organizations (data centers, hosting providers, etc.) in the provision of Services.

5.18. The Provider reserves the right, from time to time on an ongoing basis, to carry out scheduled maintenance to improve, improve or maintain the appropriate level of service provision. The Provider is obliged to notify the Client about scheduled maintenance at least 24 hours in advance. The duration of scheduled maintenance work should not be more than 2 hours in a row and more than 4 hours during a calendar year. The Provider undertakes to promptly notify the Client of the occurrence of such events, for the period of which the Provider has the right to temporarily suspend the provision of these services.

## 6. Compensation

6.1. Due to the fact that the Provider provides intangible services that are not subject to physical return, a refund is possible only if the services do not meet the functionality stated on the Provider's website and only after it is confirmed that this discrepancy has taken place. In order to avoid misunderstandings, the Client should carefully read this Agreement and the reference materials posted on the Provider's official website or contact the Provider's support service to clarify the properties of the services.

6.2. The Client has the right to a full or partial refund of the payment made for the service if the actual use of the service was prevented by its unavailability caused by the Provider's culpable actions.

For the purposes of this Agreement, the unavailability of the service means the complete unavailability of the Client's service resulting from a DDoS attack with a capacity less than specified in clause 5.3 - 5.5 of the Agreement for the corresponding type of attack, provided that access to the Client's resources from the Internet during the attack could only be carried out through the Provider's network.

6.3. In case of unavailability of the service or a malfunction that may affect the quality of the service, the Client undertakes to immediately, but no later than 24 hours after the occurrence of such an event, notify the Provider about it through the ticket system, which the Client has access to in his personal account in Client Area located on the Provider's website. The absence of such notification releases the Provider from responsibility for the deterioration of the quality of the service provided or the suspension of its provision that takes place during the relevant events.

6.4. Upon receipt of the notification provided for in clause 6.3. of the Agreement, the Provider is obliged to immediately, but no later than 24 hours after receiving the notification from the Client, inform him of the causes of the failure and the period of time that will be required to eliminate the interruption in the provision of the service, if the actions necessary to eliminate the problem are in the area of responsibility Provider.

6.5. A full or partial refund of the payment is made only at the written request of the Client, provided that the Client has notified the Provider of the unavailability of the Services, as specified in clause 6.3. of the Contract. The refund is made by crediting funds to the balance of his current account within 1 (one) calendar month or within another period established by law.

6.6. Compensation is carried out in the following order:

6.6.1. If the unavailability of the service lasted more than 10 minutes, but less than 60 minutes in a row during this month, the refund is made in an amount equal to the payment for one day, calculated on the basis of the monthly payment for services;

6.6.2. If the unavailability of the service has lasted more than 1 hour, but not more than 6 consecutive hours during this month, the refund is made in an amount equal to the payment for three days calculated on the basis of the monthly payment for the services;

6.6.3. if the unavailability of the service has lasted for more than 6 consecutive hours, but not more than 12 consecutive hours during this month, the refund is made in an amount equal to the payment for seven days calculated on the basis of the monthly payment for the services;

6.6.4. if the service has not been resumed by the Provider within the time specified by him or he has not responded to the Client's notification within 24 hours, in this case the Provider shall refund the amount of the proportional payment for the period of time during which the service has not actually been or will not be used, but not more than the amount equal to the monthly payment for the service.

6.7. The Provider is not obliged to refund the funds paid by the Client for the services properly rendered in the past period of time, regardless of whether the Client used the services provided or not. The Provider is not obliged to make a refund during the period of unavailability caused by scheduled maintenance.

6.8. In case of the Client's refusal of services before the expiration of the paid period of Service, the Provider returns to the Client's balance prepaid funds exclusively for the full unused months.

6.9. The Provider is not responsible to the Client and the cost of the paid services is not refunded in the event of:

6.9.1. Violation by the Client of the terms of this Agreement;

6.9.2. If the provision of services was terminated due to the fault of the Client, including, but not excluding, the inability to use the services due to a mismatch of settings or versions of software and (or) hardware, or settings incorrectly performed by the Client to connect the services or determine their parameters and (or) to change DNS or another way of directing traffic or insufficient level of technical knowledge;

6.9.3. The absence of an Internet connection caused by local problems on the Internet or malfunctions in the external resources of the provider's network, as well as in cases where the malfunction of the Internet, data transmission medium or equipment located between the provider and the Client is due to other factors.

6.10. The Provider does not provide refunds to persons who purchased or received the service through resellers, distributors, or through individuals. Refunds apply only to services covered by the relevant tariff plans or payment for exceeding the limits of the tariff plan, and will not apply to any other professional or specially designed services provided by the Provider.

6.11. The Provider has the right to withhold the amount paid by the Client as compensation for material and non-material damage caused to him as a result of the Client's violation of the terms of this Agreement.

## 7. Free test access

7.1. The Provider has the right, but is not obliged, to provide test access to the services in order to familiarize themselves with their functionality.

7.2. The functionality of the test access is limited and is intended solely for testing purposes (not intended for any commercial or other ordinary use, including, but not excluding, for permanent or temporary protection of websites on the Internet).

7.3. Any Provider's guarantees regarding the service quality of services do not apply to test access. The Client is solely responsible for using the Provider's services as part of the test access.

## 8. Additional products

8.1. The Client has the right to order third-party products from the Provider (including, but not limited to SSL certificates, software licenses) that interact with the Provider's services for a separate fee set by the Provider. The list of such products is available in the Client Area.

8.2. For ordering third-party products in the form of software, the Provider will be treated as a sublicensee, and the Client as a sublicensee. The Provider's rights to the software are based on a corresponding license agreement with the owner of the software or another person who has the right to sell it.

8.3. The rights to the third-party products are granted in the form of a simple (nonexclusive) license, the term of use of the software or other third-party products is determined in accordance with the Client's order within the Client Area, but cannot exceed the limits specified by the owner / distributor of the software or third-party product.

8.4. The Client is allowed to use third-party products of the party in accordance with their direct purpose. The Client undertakes to independently identify and comply with the terms of the software license agreements (if any). The Client is solely responsible for compliance with the terms of the software license terms.

## **9. Intellectual property**

9.1. All rights and interests relating to all services and names of works, the Provider's network and any technologies used by the Provider to provide services, as well as all related technologies, such as computer code, other materials and results of work (including the server domain name, proxy system, router system and switches IP network, software, information and knowledge) and all intellectual property embedded in or derived from this structure will be fully considered the property of the Provider and its licensors. No exclusive rights are transferred.

9.2. Neither the Client nor any other persons acting on his behalf may modify, adapt, sublicense, transfer or resell for profit, distribute or create derivatives based on the Program or its parts.

9.3. The Provider's website is integrated with various services, including analytics, payment, mailing services and may contain links to third-party sites. The site only provides access to such services. All issues related to the use of the service are regulated by the documents of the owner of the relevant service and (or) the site.

## **10. Notifications**

10.1. The exchange of messages / notifications between the Client and the Provider within the framework of the Agreement may take place through the messaging system within the Client Area ("ticket system") or by e-mail (for the Client's e-mail — specified by the Client during registration, for the Provider - the official e-mail specified on the official website Provider) or at the official legal addresses of the Parties.

10.2. Messages sent to the Client by e-mail or ticket system are considered delivered from the moment it is sent by the Provider. The risk of not receiving the message / notification lies with the Client, including in the case of an incorrect email address (email), refusal to read messages through the ticket system, and in other cases. The Parties recognize the legal force of the texts of such messages on a par with documents executed in simple written form.

10.3. Legal address of the Provider: Office No 122, dic Building 03, Dubai.

10.4. The Provider also has the right to notify Clients of any changes in the provision of services by publishing information on the Provider's official website, including new versions of this Agreement. The Client undertakes to independently monitor the current version of this Agreement and its integral parts.

10.5. The Client agrees that the Provider has the right to contact him to get acquainted with information that is regarded by the Provider as information related to the execution of this Agreement, as well as as of other interest to the Client. These messages may include: requests, notifications, promotional emails, as well as letters containing information about the improvement of services or products, notifications about changes in the services provided, as well as notifications about new services and products, or any other information related to the above-mentioned requests. The Client has the right to refuse to receive advertising and marketing messages, the corresponding opportunity is provided in the Client Area.

10.6. The Client agrees to provide complete, accurate and up-to-date information requested by the Provider under this Agreement. In order to maintain the required level of reliability of information, the Client undertakes to inform the Provider in a timely manner about any significant changes in his data throughout the entire term of this Agreement.

10.7. The Client consents to the Provider to indicate the fact of providing services to the Client, the Client's brand name, logo/trademark, an indication of the Client's website on the Provider's official website, as part of the Provider's text, multimedia or other advertising materials, as part of mailings or other ways to increase marketing activity in relation to the Provider's services. If the Client considers it necessary to terminate such use, he may contact the Provider with a notice of termination of any of the above-mentioned methods of use.

## 11. Acceptable use

11.1. The Client undertakes to use the services provided by the Provider exclusively for legitimate purposes, not to abuse them, and in no way violate the rights and legitimate interests of the Provider and/or third parties. The Client confirms that he does not intend to carry out actions with the help of the services provided by the Service Provider that violate any of the local, regional, state or international laws, legislative acts, regulations, rules or norms.

11.2. The limits of permissible use of the services are set out in the Acceptable Use Policy — <https://ddos-guard.net/file/AUP.en.pdf> which is an integral part of this Agreement.

11.3. In the process of using the services, the Client undertakes to comply with the established standards of business ethics, culture and morality, including, but not excluding, the Client is prohibited from using profanity, expressions, insults to any persons in any communication with the Provider's employees.

11.4. The Client undertakes to protect the Provider's business reputation on the principles of good faith cooperation throughout the entire term of this Agreement.

## 12. Responsibility of the Parties

12.1. The Provider is responsible for the quality of the Services in accordance with the parameters specified in this Agreement.

12.2. The Client is responsible for:

12.2.1. The obligation to pay for the Provider's services, in accordance with this Agreement, the timeliness and correctness of the payments made by him;

12.2.2. Text, multimedia or any other content of the web resource (website or other object) in respect of which the Client orders services, for the content of materials posted by the Client on the Provider's resources;

12.2.3. Any violation of the law, as well as the rights of third parties, including, but not limited to, violation by the Client of intellectual property rights, exclusive rights, patent, copyright, related or other legally protected rights, including for violation committed using the Services provided by the Provider;

12.2.4. For third-party informatization objects used by the Client (equipment on the hosting provider's side, DNS server, etc.), the correct operation of which is necessary to perform the Provider's services;

12.2.5. For the legality of the installation and use of licensed commercial software (software), including in the case of installation of such software by the technical support staff of the Provider at the request of the Client;

12.2.6. If the Client provides third parties with access to the resources and services of the Provider available to him, the Client is solely responsible for the activities of such third parties;

12.2.7. If the Client processes personal data of third parties, the Client is solely responsible for such processing, as well as compliance with the provisions of the law, including in terms of obtaining appropriate permits from third parties, posting the necessary documents and information on websites.

12.3. The Client is solely responsible for the accuracy of any of his data specified in the Client Area.

12.4. The Client is solely responsible for the safety of any data that provides him with access to the Client Area. Any actions performed by the Client using the Client Area will be considered by the Provider as actions performed directly by the Client.

12.5. The Client agrees to protect the Provider from risks, investigations, processes and courts arising from violations committed by the Client himself or his employees, clients, or other end users of the Services, if the user is authorized by the Client or any other of the listed parties to use the Services, or already uses or has access to the Services through equipment or means. The Client is obliged to strive to prevent violations of guarantees by its representatives, as well as violations of the agreements listed here, as well as to prevent any behavior defined as abuse; to prevent the negligence or intentional malicious behavior of its representatives; to protect the Provider from any official charges arising from the use of the services by the Client himself or his representatives. In the event of claims and/or claims against the Provider from third parties, the Client is obliged to assist the Provider in resolving the subject of the dispute, including, but not limited to, by providing the Provider with any requested documents, and compensate for all losses incurred by the Provider.

12.6. The Internet consists of many independent networks that interact with each other, not controlled and not monitored by the Provider. The Client is aware of this and agrees not to hold the Provider responsible for any problems caused by the inappropriate operation of these networks. In such cases, if the Internet services provided by the Internet Provider or any of the Internet networks of the environment are not functioning properly, and these services or networks cannot be used as planned, temporary or permanent, partial or complete interruptions in the supply of services may be observed for a certain time.

12.7. The Client agrees that the Provider is not responsible for losses or additional costs of the Client caused by unavailability of services due to malfunction or interruption of the network(s) Internet service provider. Neither these circumstances nor the abuse on the part of the Client are subject to the Provider. The Provider is not responsible for the actions of transit telecom operators (3 persons) that may affect the delivery of traffic through their networks, as well as the actions of third parties performing route interception (BGP hijacking).

12.8. The Client confirms that the Provider does not exercise any control over the content or information passing through the Provider's network. The Provider is not responsible for the presence of illegal content or information.

12.9. The Provider and its subcontractors do not bear full and exclusive responsibility for the fact that the services provided may contain errors, are not uninterrupted and fault-tolerant, and also does not guarantee that the services provided meet the expectations of the Client. Any information provided by the Provider, as well as its subcontractors or agents, in any case cannot be regarded as declaring such guarantees.

12.10. The Provider is not liable either to the Client or to third parties for any violations of the security requirements of the Client's network, system or equipment, as well as any loss or theft of information transmitted over the Internet or hosted on computers directly connected to the Internet. Neither the Provider nor any other party connected with the installation, provision, suspension or disconnection of the services, as well as any party involved in the maintenance of the services, will be liable to the Client or third parties for any loss of profits, data, equipment, network or website unavailability, any cases or any losses resulting from the above, they will not accept claims under this Agreement, even if the Provider informs the Client about the possibility of such losses.

12.11. The Provider is not responsible if the inability to provide services is caused by the following cases:

12.11.1. If the Provider recommended changing the order of use, but this was not done, but the previous order was applied.

12.11.2. If the service was not used for its intended purpose, was operated in violation of the Contract, the rules of permissible use or legislation;

12.11.3. The Provider is not responsible for any losses incurred by the Client due to disclosure, loss, modification, unauthorized access by third parties or the inability of the Client to receive account data, including if the latter does not use two-factor authentication. The Client is solely responsible for the inability to restore access to the Client Area.

12.12. Under no circumstances will the Provider be liable to the Client for direct and indirect damages of any kind, including, but not limited to, the following: loss of business, income, profit, intangible assets, increase in value or incur additional costs, lawyer's fees; it does not matter whether it is or is not this damage is the result of a contract, tort or strict liability. Any liability of the Provider under this Agreement is limited to the payment of the cost of the services ordered by the Client for one calendar month. The Provider, under no circumstances, bears any responsibility for any damage caused by the Client to third parties, or any losses and lost profits of the Client and third parties arising from the use of the services provided.

12.13. The Parties are not liable for non-fulfillment of their obligations due to force majeure circumstances, that is, events that he could not foresee or prevent, including, but not limited to the following: military actions, terrorist acts, epidemics, embargoes, natural disasters, strikes, as well as interruption or delay in the provision of telecommunications services, actions taken by providers or manufacturers, interrupting the supply of electricity necessary to provide the service, as well as government requirements and acts.

12.14. The time of performance of obligations under this Agreement is postponed until the termination of such circumstances and their consequences. If their validity lasts for more than three months, either Party has the right to refuse to perform the Contract, while returning the amounts paid to the other Party minus its confirmed expenses. The existence of force majeure circumstances must be confirmed by acts of authorized bodies or in accordance with the procedure provided for by the legislation of the United Arab Emirates and free zone "Dubai Internet City".

## 13. Confidentiality and data protection

13.1. The Provider and the Client undertake to keep in strict confidentiality any information that they exchange with each other within the framework of the fulfillment of the terms of this Agreement.

13.2. Confidential information means any information that one party (hereinafter referred to as the "receiving Party") receives from the other party (hereinafter referred to as the "disclosing Party") during negotiations or throughout the entire term of this Agreement, which is not publicly available and to which the disclosing Party can provide access for the receiving Party.

13.3. Confidential information that is disclosed orally may be protected under this Agreement only if it is defined as confidential at the time of disclosure, and the fact of its disclosure will subsequently be confirmed in writing within 30 (thirty) calendar days from the date of transmission of this information orally.

13.4. The Parties undertake to take all reasonable measures to limit the disclosure of confidential information during the entire term of this Agreement, and in case of its termination — within 3 (three) years from the date of receipt of such information. In particular, but not limited to the following, each of the Parties undertakes:

13.4.1. To protect and protect confidential information from unauthorized use, publication or disclosure by making all reasonable efforts, not in any case, no less than the efforts that it makes to protect its own confidential information;

13.4.2. Not to use confidential information for purposes other than those necessary to fulfill the obligations of the Party under this Agreement;

13.4.3. Not to use any confidential information for the purpose of carrying out illegal or unfair competitive actions or for the purpose of obtaining an illegal advantage against the disclosing Party in any kind of commercial activity;

13.4.4. Not to disclose confidential information to any individual or legal entity, except for the cases described in this Agreement, without the prior written consent of the disclosing Party.

13.5. Unless otherwise agreed by the Parties, all samples, drawings and other documents transmitted by the disclosing Party in any way remain the property of this Party and, upon its written request, must be immediately returned to the owner. Otherwise, the receiving Party is obliged to provide evidence of the destruction of such confidential information to the reasonable satisfaction of the disclosing Party.

13.6. The Parties are not responsible for the disclosure or use of confidential information provided by the other Party, if the said information:

13.6.1. Is or becomes publicly available at any time from any source that is not the disclosing Party or is, at any time, received by the receiving Party absolutely regardless of the disclosure of any such information by the disclosing Party;

13.6.2. It is disclosed at the request of authorized state authorities or in court, to which the receiving Party is directly related.

13.6.3. The disclosing Party has provided written permission to disclose confidential information.

13.7. Neither Party has the right to use the confidential information of the other Party when providing services to any third party without the prior written permission of the disclosing Party. In order to obtain written consent to the disclosure of confidential information, the Party that intends to disclose such information is obliged to send a written request to the Disclosing Party by e-mail.

13.8. Each Party undertakes to notify the other Party in writing as soon as possible from the moment it became aware of this, of any disclosure, misappropriation or abuse of confidential information.

13.9. The Party who disclosed confidential information in violation of the terms of this Agreement is responsible for its disclosure in accordance with applicable law.

13.10. The obligations to maintain the confidentiality regime do not lose their force even after the termination of this Agreement and must be fulfilled by the Parties within 3 (three) years from the date of receipt of such confidential information.

## 14. Termination of the Agreement

14.1. The Provider has the right to suspend or completely terminate the provision of all or part of the services if the Client violates the obligations stipulated in this Agreement or in cases where the Provider considers such measures reasonable and necessary to prevent damage or avoid other negative consequences, including if it considers that the Client has committed or abuse of services is being committed.

14.2. Termination of the provision of services implies that the Client will no longer be able to access or use any of the services provided to him earlier, until the fact of violation of this Agreement or other circumstances that were the basis for the suspension of services is confirmed or refuted. The Provider undertakes to take all necessary actions from him to establish the actual circumstances as soon as possible. The Client agrees to make any reasonably necessary efforts to cooperate with the Provider.

14.3. In case of late and/or incomplete payment of Services by the Client, the Provider has the right to suspend the provision of Services without notice until full payment is received.

14.4. The Provider may change or terminate the provision of the services at any time, including any parts of the services, as new features of the services are updated or added.

14.5. The Provider has the right at any time to terminate the Agreement unilaterally out of court in case of a single violation by the Client of the terms of this Agreement by sending a notification to the Client.

14.6. The Provider has the right to cancel the Client's account balance if the Client's status is inactive for 6 (six) continuous months.

14.7. Each Party has the right at any time to unilaterally terminate this Agreement by sending a written notice to the other Party if the following circumstances arise:

14.7.1. If the other Party substantially or repeatedly violates any of its obligations under this Agreement;

14.7.2. If the other Party is declared insolvent or declared bankrupt, as well as if it is a participant in any court proceedings related to its liquidation or insolvency (bankruptcy);

14.7.3. If the revocation or suspension of permits, licenses, certificates necessary to fulfill their obligations under this Agreement is applied to the other Party temporarily or permanently.

14.8. Termination of the Agreement does not release the Parties from any liability caused by non-compliance with its terms or failure to fulfill their obligations.

## 15. Final provisions

15.1. The following annexes to the Agreement are published on the Provider's website and are an integral part of the Agreement:

15.1.1. The Acceptable use policy, posted at the following Internet link: <https://ddos-guard.net/file/AUP.en.pdf> (hereinafter referred to as the "Acceptable use policy");

15.1.2. The Privacy policy, posted at the following Internet link: [https://ddos-guard.net/file/PP\\_en.pdf](https://ddos-guard.net/file/PP_en.pdf) (hereinafter referred to as "Privacy policy").

15.1.3. The Cookie policy, posted at the following Internet link: [https://ddos-guard.net/file/cookie\\_en.pdf](https://ddos-guard.net/file/cookie_en.pdf) (hereinafter referred to as "Cookie policy").

15.2. The Provider has the right at any time to unilaterally revise or supplement this Agreement by publishing a new version of the Agreement on the Provider's official website at the following Internet link: [https://ddos-guard.net/file/sladdg\\_en](https://ddos-guard.net/file/sladdg_en). The new version of the Agreement comes into force and replaces the previous version of the Agreement from the date of its publication on the official website of the Provider or from the date specified in the new version of the Agreement and extends its effect to all Customers who have made the acceptance, in accordance with the procedure established by the agreement.

15.3. The Provider has the right to change and modify the Program, the Client Area, Services or the official website of the Provider without the consent or notification of the Client, to carry out preventive work that may cause the termination of the site or Services, to establish any restrictions on their use.

15.5. If the Client does not agree with the changes made to the Contract by its new version or other changes, the Client has the right to send the Provider a written notice of disagreement with such changes within 5 (five) working days from the date of their introduction. If the Client does not agree with such changes, the Client is obliged to stop using the Provider's services within one day from the date of notification.

15.6. The Provider has the right to unilaterally withdraw this offer at any time by publishing a notice on the Provider's official website.

15.7. The provision of certain types of services indicated on the website, at the suggestion of the Provider, may be carried out on the basis of a separate written contract concluded by the Provider and the Client. In this case, the order of services through the Client Area is considered by the parties as a Client's request for services.

15.8. Nothing in this Agreement can be considered as the establishment of an agency agreement between the Client and the Provider.

15.9. Under this Agreement, services may not be provided to individuals or legal entities on the territory of the United Arab Emirates.

15.10. If any of the provisions of the Agreement turns out to be null and void in accordance with the legislation of the United Arab Emirates and the FZE «Dubai Internet City», the remaining provisions will remain in force, and the Agreement will be executed by the Parties in full without taking into account such provision.

15.11. All disputes arising between the Parties from this Agreement, including those concerning its validity, interpretation, execution, are subject to consideration in accordance with jurisdiction. The claim procedure is mandatory. The claim review period is 30 (thirty) calendar days.

15.12. All other issues not regulated in this Agreement are regulated by the current legislation of the United Arab Emirates and the free zone "Dubai Internet City".