

**Garant-Park-Internet**  
**Public Offer Agreement for Services**

**Limited liability company Garant-Park-Internet**, hereinafter referred to as “Provider”, represented by Vitaly Aleksandrovich Slizen, General Director, acting by virtue of the power conferred on the General Directory by the company Charter, hereby publishes this Agreement, which constitutes a public offer addressed to legal entities and individuals, including sole proprietors (hereinafter “Subscriber”), in accordance with Para. 2 of Art. 437 of the Civil Code of the Russian Federation. This Agreement is posted at Provider’s web site at <https://invs.ru> (hereinafter “Provider’s web site”).

Unconditional acceptance of the terms and condition of this Agreement (public offer) shall mean completion of the registration procedure and the consequent transfer of funds as advance payment for the Provider’s services. The registration form with the required fields is available at the Provider’s web site at <https://lk.invs.ru>. The Agreement shall be deemed concluded on the date of successful completion of the registration procedure by the Subscriber and the receipt of the written confirmation sent to the Subscriber’s authorized electronic mail address (hereinafter “email address”).

Legal entities and individuals, including sole proprietors, who have accepted this Public Offer Agreement, become Subscribers by virtue of Para. 3 of Art. 438 of the Civil Code of the Russian Federation. Such acceptance shall constitute a confirmation of conclusion of this Agreement at the terms specified in this public offer.

**1. Terms and Definitions**

- 1.1. *Subscriber’s Personal Account Page* shall mean the web page designed to manage the services provided by the Provider to the Subscriber, maintain the Subscriber’s up-to-date contact details and provide other information required by the Provider in order to provide services to the Subscriber. The Subscriber’s Personal Account Page can be accessed at <https://lk.invs.ru/>. The page is accessed over a secure protocol and only upon Subscriber identification.
- 1.2. *Subscriber’s Personal Account Information* shall mean the information used to identify the Subscriber for the purpose of provision of services. The Subscriber’s Personal Account information includes the user name (login), the password that provides access to the Subscriber’s Personal Account Page (password), the Subscriber’s Agreement number and the Subscriber’s email address.
- 1.3. *Subscriber’s Billing Account* shall mean the record of the financial arrangements between the Provider and the Subscriber. The Subscriber’s Billing Account is increased by the amount of funds transferred by the Subscriber as pre-payment for the Provider’s services and reduced by the cost of the services enabled by the Subscriber and provided by the Provider.
- 1.4. *Subscriber Verification* shall mean the request for additional Subscriber information with the purpose of prevention of illegitimate use of Provider’s services and the resources provided to the Subscriber as part of the services.
- 1.5. *Service* shall mean the aggregate of the server, network, software, technology and other resources provided to the Subscriber, as well as the use of Provider’s specialists, to fulfill the Subscriber’s requests.
  - 1.5.1. *Periodic Service* shall mean an active service provided to the Subscriber on an ongoing basis every month. A service is active unless it has been suspended (see Art. 1.7 hereof).
  - 1.5.2. *One-Time Service* shall mean a service provided to the Subscriber in a single stage operation.
- 1.6. *Service Order* shall mean a selection of services (such as enabling a service or changing the set or the parameters of the services) made by the Subscriber using the features provided on the Subscriber’s Personal Account Page.
- 1.7. *Suspension of Service* shall mean non-provision of service for one of the following reasons:
  - 1.7.1. automatic suspension of service caused by the lack of funds on the Subscriber’s Billing Account (hereinafter “Financial Suspension of Service”. The maximum duration of the Financial Suspension of Service is fourteen (14) consecutive days, after which the services shall be automatically removed.
  - 1.7.2. suspension of service by the Subscriber, by changing the corresponding settings on the Subscriber’s Personal Account Page (hereinafter “Voluntary Suspension of Service”). The maximum duration of the Voluntary Suspension of Service is fourteen (14) consecutive days, after which the services shall be automatically switched to the Commercial Mode (see Art. 4.4 hereof).
  - 1.7.3. suspension of service by the Provider due to Subscriber’s failure to comply with the requirements of Art. 3.3.2 hereof, with the exception of Paragraph 3.3.2.1 (hereinafter “Enforced Suspension of Service”). The duration of the Enforced Suspension of Service is five (5) work days, during which period the normal charges shall continue to be assessed. (See Art. 3.3 and 3.3.5 hereof).

- 1.8. *Trial Mode* shall mean a mode that involves the provision of services at no cost to the Subscriber, but with limited functionality and for a limited period of time. The Trial Mode is designed to provide the Subscriber with the opportunity to evaluate the quality of the service. Not all services can be provided in the Trial Mode. The applicability of the Trial Mode and the time limit shall be specified in the description of the service.
- 1.9. *Commercial Mode* shall mean a mode that involves the provision of services on a paid basis, without functionality or time limitations.
- 1.10. *Reporting Period* shall mean the period commencing on the first day and continuing through the last day of each calendar month, during which the services have been provided.
- 1.11. *Period of Services* shall mean the period determined by the Subscriber.

## **2. Subject of the Agreement**

- 2.1. Provider shall provide to the Subscriber server, network, software, technology and other resources selected and ordered by the Subscriber on the Subscriber's Personal Account Page. The Subscriber shall pay for the services provided in accordance with the procedure specified herein.
- 2.2. The technical parameters and special aspects of the services, as well as the warranties with regard to the services provided to the Subscriber, are described in the Framework Agreement for Services (hereinafter "Framework Agreement"), which is posted at the Provider's web site at: <https://invs.ru>, and is an integral part hereof.
- 2.3. The Subscriber warrants that prior to the execution of this Agreement, the Subscriber has reviewed all the terms and conditions contained therein, the Framework Agreement, and the tariffs for the services ordered. The Subscriber hereby accepts and agrees to all the terms and conditions specified therein.

## **3. Rights and Obligations of the Parties**

### **3.1. Provider shall:**

- 3.1.1. Provide to the Subscriber the capability to manage the Subscriber's services (enable, voluntarily suspend or disable the services, change the parameters of the services) on the Subscriber's Personal Account Page, with the exception of the Services that do not require Provider's confirmation (the terms of such services are available at <https://invs.ru>).
- 3.1.2. Provide to the Subscriber a way to select the method for delivery of the reporting documents on the Subscriber's Personal Account Page. The delivery options are posted at the Provider's web site, at <https://invs.ru>.
- 3.1.3. Ensure maintenance of daily records of the services provided to the Subscriber, daily records of the funds debited from the Subscriber's Billing Account, and publish the information regarding the services provided and the funds debited as payment for such services on the Subscriber's Personal Account Page.
- 3.1.4. Keep confidential any information received from the Subscriber, including the information received by the Provider in written correspondence with the Subscriber and the information entered by the Subscriber on the Subscriber's Personal Account Page (except as required by the laws of the Russian Federation).

### **3.2. Subscriber shall:**

- 3.2.1. Ensure that the Subscriber's personal information is correct and current.
- 3.2.2. Review the statistics of the services provided to the Subscriber and state of the Subscriber's Billing Account.
- 3.2.3. Make payments for the services provided in full and in a timely fashion.
- 3.2.4. Make plans and arrangements for advance payments to the Subscriber's Billing Account in order to prevent interruption of services (Financial Suspension) due to lack of funds in the Subscriber's Billing Account.
- 3.2.5. Observe the Terms of Use of Microsoft software products (Exhibit 2 hereto).

### **3.3. Provider may:**

- 3.3.1. Provide services to the Subscriber only after sufficient funds have been received into Provider's bank account to cover the cost of the services enabled by the Subscriber.
- 3.3.2. Suspend services provided to the Subscriber immediately and without advance notice in the following cases:
  - 3.3.2.1. Insufficient funds in the Subscriber's Billing Account.
  - 3.3.2.2. Subscriber's action, or failure to act, that may lead to malfunctioning of the Provider's or third party's equipment and/or software
  - 3.3.2.3. Attempt by the Subscriber to gain unauthorized access to the Provider's information resources.

- 3.3.2.4. Distribution by the Subscriber, via electronic mail or online publishing, of information prohibited for distribution under the laws of the Russian Federation or international laws, or information that contravenes the moral law or violates the rights and legitimate interests of third parties.
- 3.3.2.5. Distribution by the Subscriber of malicious computer programs or other equivalent computer programs or their components.
- 3.3.2.6. Use of the Provider's services by the Subscriber to commit actions that violate third parties' copyright or related rights.
- 3.3.2.7. Use of the Provider's services by the Subscriber for mass mailing of commercial or non-commercial electronic messages in the event that such messages are mailed without prior consent of the Subscribers (spam) or when such messages, mailed by third parties, advertise the Subscriber's goods, services or information resources.
- 3.3.2.8. Discovery of a DoS/DDoS attack that targets the resources made available to the Subscriber as part of the services provided by the Provider and exceeds the minimum Internet connection speed set for the service (specified in the Framework Agreement), unless the Subscriber has purchased the DDoS Attack Protection Service. Excessive load on the Provider's communication channels or host computers shall be a ground for suspension of the server without refund of payment.
- 3.3.2.9. Violation by the Subscriber of the Provider's intellectual property rights for any computer software used by the Subscriber under this Agreement with the Provider.
- 3.3.2.10. Other actions not defined herein, that constitute administrative or criminal offence or violate the rights and legitimate interests of the Provider or third parties.
- 3.3.3. Take action to remove objectionable content or block the Subscriber's access to web sites that host content that violates third parties' authors' and related rights, upon receipt of a right infringement notice from the holder of such rights or from other sources.
- 3.3.4. Suspend services provided to the Subscriber when preventive or corrective maintenance is required, as specified in the Framework Agreement.
- 3.3.5. The duration of suspension of services for reasons specified in Art. 3.3.2 through 3.3.4 hereof (with the exception of Paragraph 3.3.2.1 hereof) shall not be treated as interruption of Services and may not be construed as failure by the Provider to comply with its obligations hereunder.
- 3.3.6. Unilaterally terminate this Agreement in the event that the Subscriber failed to remedy the conditions specified in Art. 3.3.2 hereof. The funds shall continue to be debited from the Subscriber's Billing Account in accordance with the standard procedure until such time as this Agreement has been properly terminated.

#### 3.4. **The Subscriber may:**

- 3.4.1. Demand that the Provider ensure that the services provided are of satisfactory quality, as required by the terms hereof.
- 3.4.2. Make a single request for the original copy of the Agreement via the Subscriber's Personal Account Page.
- 3.4.3. Via the Subscriber's Personal Account Page, manage the services and information resources that the Subscriber has been granted access to by the Provider.
- 3.4.4. Contact the Provider regarding additional services that may not be enabled by the Subscriber.

#### **4. Procedure for Services**

- 4.1. After the registration form has been correctly and fully completed, the Subscriber shall be granted access to the Subscriber's Personal Account Page.
- 4.2. In Commercial Mode, services are provided only after the Subscriber has successfully completed the registration procedure and transferred the funds as pre-payment for the Provider's services.
- 4.3. The Subscriber shall select and enable One-time and Periodic Services on the Subscriber's Personal Account Page. An exception to this is the services that require confirmation from the Provider (the terms of these services are specified in the description of the services at the Provider's web site at: <https://invs.ru>).
  - 4.3.1. A Periodic Service commences at such time as it is enabled by the Subscriber, provided there are sufficient funds in the Subscriber's Billing Account.
  - 4.3.2. A One-time Service commences and is completed at such time as it is enabled at the Subscriber's request, provided there are sufficient funds in the Subscriber's Billing Account. In the event that such One-time Service involves the use of the Provider's resources by the Subscriber for a fixed period of time, the Provider shall make these resources available for the Subscriber's use for the period of time specified in the description of the service. The payment for One-time Services will be debited from the Subscriber's Billing Account in a single transaction, at the time that such service is enabled. In the event that the Subscriber cancels the service prior to the expiration of the fixed period of time, the payment shall not be refunded.
- 4.4. The subscriber can disable (remove) Periodic Services by changing the relevant settings on the Subscriber's Personal Account Page. After a Periodic Service has been disabled, the payment for the service shall not be debited from the Subscriber's Billing Account, the service shall not be provided, and all the settings for the service shall be removed.
- 4.5. Services shall be provided to the Subscriber only when the balance of funds in the Subscriber's Billing Account is positive. Once the funds have been depleted, all Periodic Services shall be automatically suspended, with the exception of the services that are, at the Subscriber's request, provided in the Trial Mode. Upon the expiration of the Trial Mode, such Periodic Services shall switch to Commercial Mode and, if there are no funds in the Subscriber's Billing Account, shall be automatically suspended.
- 4.6. The suspended services shall be automatically removed seven (7) calendar days after the date of suspension of the relevant service.

#### **5. Cost of Services and Payment Procedure**

- 5.1. The amount to be credited into the Subscriber's Billing Account shall be at the discretion of the Subscriber, but shall not be less than forty-nine (49) Rubles.
- 5.2. Payment for all the services hereunder shall be made in Rubles, on an advance basis, in accordance with the procedure specified herein.
- 5.3. The Subscriber shall bear all responsibility for the correctness of payments.
- 5.4. The Subscriber shall select the method of payment for the Provider's services. The methods of payment are posted at the Provider's web site at: <https://invs.ru>.
- 5.5. The timeframe needed for the funds to be credited into the Subscriber's Billing Account depends of the method of payment selected:
  - 5.5.1. The funds will be credited into the Subscriber's Billing Account within one (1) bank day of the time of payment if:
    - 5.5.1.1. the Subscriber makes the payment online, from the Subscriber's Personal Account Page, using the Internet-based payment system.
    - 5.5.1.2. The Subscriber makes the payment in cash, via an Elecsnet terminal.
  - 5.5.2. In the event that the payment is made by bank transfer, the funds will be credited in the Subscriber's Billing Account within three (3) bank days of the time that the funds are received into the Provider's current account, but only in the event that the following mandatory conditions are satisfied: the payment document must specify the number of the Agreement under which the payment is made, and the number of the invoice (if the payment is made against an invoice). In the event that the payment document does not contain the required information, the crediting of the funds into the Subscriber's Billing Account may be postponed until such time as this information has been received. The Subscriber can have an invoice for a bank transfer payment for services drawn up on the Subscriber's Personal Account Page. The amount of such invoice shall be equal to the sum of the monthly subscription fees of all the enabled

services that have not been suspended under Art. 1.7.1 or 1.7.2, or Paragraph 3.3.2.1. The Subscriber may increase the amount of the invoice.

- 5.6. The information about the funds credited into the Subscriber's Billing Account will be posted on the Subscriber's Personal Account Page immediately upon the crediting of the funds. The Subscriber shall bear all the costs associated with transfer of funds to the Provider's current account.
- 5.7. Funds will be debited from the Subscriber's Billing Account pro rata with the services actually used and the current tariffs for the Periodic Services enabled by the Subscriber, with the exception of the services suspended in accordance with Art. 1.7.2 hereof.
- 5.8. The full up-to-date list of tariffs is posted at the Provider's web site at: <https://invs.ru>. The tariffs may be modified by the Provider unilaterally, with a prior fifteen-day notice to the Subscriber. All prices are shown in Rubles and are inclusive of 18% VAT. The Subscriber shall be notified of any changes in the tariffs via the Provider's information system, by a notification to that effect posted at the Provider's web site at: <https://invs.ru>, or by any other method of communication available to the Subscriber, including by an electronic mail notification sent to the email address shown at the Subscriber's Personal Account Page. In the event that the Subscriber disagrees with the changes in tariffs, this Agreement shall be deemed terminated at the initiative of the Subscriber, provided that the Provider has received a written notice of termination from the Subscriber not later than the day that the new tariffs have taken effect. Failing receipt of such notice from the Subscriber, the tariffs shall be deemed accepted by the Subscriber.
- 5.9. Every month, upon the expiration of the Reporting Period, the Provider shall issue the reporting documents (Certificate of Acceptance and VAT invoice). The reporting documents shall be issued electronically and posted on the Subscriber's Personal Account Page. The Subscriber can print out the reporting documents from the Subscriber's Personal Account Page.
- 5.10. The hard copies of the reporting documents will be forwarded to the Subscriber by registered mail only if the Subscriber have selected the Send by Mail option and fully and correctly completed the Mailing Address field on the Subscriber's Personal Account Page. Delivery of reporting documents is a paid service. The availability and the terms of the service are specified at the Provider's web site at: <https://invs.ru>.
- 5.11. To have the reporting documents re-mailed, the Subscriber must send a request to the Provider via electronic mail to [info@invs.ru](mailto:info@invs.ru). The request must contain the accurate list of the required documents. The repeat mailing is a paid service. The terms of the service are specified at the Provider's web site at: <https://invs.ru>.
- 5.12. Services provided during each reporting period shall be deemed provided in full and with satisfactory quality, unless the Provider receives from the Subscriber a written substantiated objection to acceptance of services within five (5) work days of the end of the corresponding reporting period.
- 5.13. In the event that a review of the objections by the Provider determines that the cost of the actual services provided is lower and/or the quantity of the actual services provided is less, the amount overdebited shall be credited towards the cost of services in the next reporting period or taken into account at the final settlement of accounts. Absence of objections in writing from the Subscriber within the time frame specified above shall be construed as confirmation that the quantity of the services provided meets the quantity specified in the reporting documents.
- 5.14. In the event of cancellation of a service and a refund of payment, if the Provider has suffered losses through the fault of the Subscriber, including server or network shutdowns, blacklisting of IP etc., the Provider may withhold the full amount of the actual costs incurred.

## **6. Warranties and liability of the Parties**

- 6.1. Provider hereby guarantees the satisfactory quality of services in accordance with the requirements of the Framework Agreement.
- 6.2. In the event of interruption of services, the Provider's liability shall be subject to the limits set forth by the Service Level Agreement.
- 6.3. Provider shall not be liable:
  - 6.3.1. for any damages caused by failure of or damage to the Subscriber's equipment, or for any delays or irregularities caused by or arising from circumstances that occur through no fault of the Provider, including, but not limited to: power failure, damage to utility networks etc.;
  - 6.3.2. for temporary interruption of services or delays of services in the event that the inability to provide services to the Subscriber was a result of failure of the equipment not owned by the Provider or software failures at the information resources not owned by the Provider. In addition, the Provider shall not be liable for any failures of software or equipment owned by the Provider, if such software or equipment are not under the Provider's control;
  - 6.3.3. for any damages incurred by the Subscriber as a result of disclosure by the latter of the Subscriber's Personal Account Information or misuse of equipment. Any person that has successfully completed the

authorization process using the Subscriber's Personal Account Information shall be treated as a representative of the Subscriber acting on his behalf.

- 6.3.4. for business interruption, loss of business or profit, loss of data or any other indirect losses or consequential damages, including those resulting from the interruptions of services, regardless of whether such losses could have been foreseen in a specific situation.
- 6.4. Provider shall not be liable for lack of access to the services through the fault of third parties, or for the performance of third-party software on the Provider's servers, including the software purchased from the Provider.
- 6.5. Provider does not supply or control the information, services or products on the Internet, and shall not be held responsible for the normal functioning and accessibility of the individual segments of the Internet beyond the Provider's area of responsibility.
- 6.6. Provider shall not be liable to the Subscriber for any actions associated with the removal of content that violates applicable laws, or for any potential damages incurred as a result of such actions.
- 6.7. All the information provided by the Subscriber on the Subscriber's Personal Account Page, must be true and accurate. The Subscriber shall be responsible for ensuring that the information the Subscriber supplies to the Provider is complete and current. Provider shall not be liable for any adverse effects that may be caused by the Provider's actions involving the use of inaccurate and/or incomplete information supplied by the Subscriber.
- 6.8. The Subscriber shall be liable for the contents of the information posted by the Subscriber on the servers or transmitted via communication channels in the course of use of the Provider's services, including the content of web sites, databases or electronic messages sent by the Subscriber.

In the event that the Provider receives substantiated claims from a third party that the information posted by the Subscriber on the Provider's server, or transmitted in the course of use of the Provider's services, violates third-party rights (including intellectual property rights), the Provider shall forward such third-party notice to the Subscriber. If the Subscriber fails to take action towards the resolution of the dispute with such third party within three (3) work days of the time that such notice has been sent by the Provider, or to remove the objectionable content, the Provider may terminate the services to the Subscriber in full or in part upon the expiration of the aforementioned time period.

In the event that a third-party claim has been lodged with the Provider with regard to the activities of the Subscriber, the Subscriber shall grant the Provider his consent to disclose the Subscriber's contact details to such third party, so that the Subscriber and the third party could resolve the dispute in direct interaction.

- 6.9. Neither Party to this Agreement shall be liable for failure to perform or improper performance of its obligations hereunder in the event that such Party has been prevented from proper performance by an event of force majeure, i. e. circumstances that are extraordinary and unavoidable in the given situation, or as a result of any decision or action (failure to act) of any government authorities, or absence of any statutes or regulations that govern the communication industry, or any unlawful actions of third parties. The Party that is unable to perform its contractual obligations as a result of the aforementioned circumstances, shall notify the other Party of commencement of said circumstances within five (5) calendar days of their occurrence, and of cessation of said circumstances within five (5) days of cessation. In the event that the notification of commencement or cessation of such circumstances has not been sent by the affected Party within the time frame specified, such Party shall not be entitled to relief through the occurrence of said circumstances. In the event that said circumstances have not ceased to exist within one (1) month, each of the Parties may unilaterally terminate this Agreement.

## **7. Effective Term, Amendment and Termination**

- 7.1. This Agreement is concluded for an indefinite period and takes effect on the date specified in the third paragraph of the preamble hereof.
- 7.2. The Provider may unilaterally amend the terms of this Agreement specified in the Framework Agreement. The Provider shall notify the Subscriber of any amendments via email and post the information regarding such amendments and their effective date on the Provider's web site at <https://invs.ru> at least fifteen (15) calendar days prior to the effective date.
- 7.3. In the event that the Subscriber disagrees with the changes to this Agreement made by the Provider, the Subscriber shall, within five (5) work days of receipt of such notification, forward to the Provider's electronic mail address [info@invs.ru](mailto:info@invs.ru) an electronic mail message containing a written objection to the amendment of this Agreement and a notice of termination. The date of termination shall be specified by the Subscriber in such electronic mail message, but it may not be later than the effective date of the amendments. In the event that the date of termination is not specified in the electronic mail message, or if it is later than the effective date of the changes, this Agreement shall be deemed amended on the effective date of the amendments. This provision shall not apply in the event of Financial Suspension of Service.

In the event that the Subscriber fails to send to the Provider the electronic message containing a written objection to the amendment of this Agreement within five (5) calendar days of the date of receipt, this Agreement shall be deemed amended on the effective date of the amendment.

- 7.4. Each of the Parties may unilaterally terminate this Agreement by sending a notice of termination to the other Party at least thirty (30) calendar days prior to the projected date of termination. The notice of termination shall be sent to the other Party's electronic mail address or drawn up on paper and faxed or mailed to the address specified herein. The date of termination of this Agreement shall be the date specified in the notice of termination of the Agreement. If no date is specified or if the notice of termination is received later than the time frame specified above, the date of termination shall be the date on which such notice has been received by the Party.

## **8. Confidentiality**

- 8.1. The Parties hereto acknowledge that the information that they exchange as part of this Agreement is confidential in nature, is valuable for the Parties and may not be disclosed, as it represents a commercial and/or trade secret and has present and potential commercial value by virtue of being unknown to third parties. No part of such information may be disclosed by any Party to any third parties or organizations during the effective term of this Agreement or for three (3) years after expiration of the effective term, without prior written consent of the other Party.
- 8.2. Each Party shall take all reasonable efforts to prevent unauthorized disclosure of the confidential information, exercising at least the same degree of care as it exercises with respect to protection of its own information of similar nature.

## **9. Dispute Resolution**

- 9.1. Any disputes or disagreements between the Parties to this Agreement shall be resolved through negotiations.
- 9.2. Any disputes or disagreements that the Parties fail to resolve through negotiations shall be resolved by court in accordance with the current laws of the Russian Federation.

## **10. Other Terms and Conditions**

- 10.1. Any messages, notifications, requests etc. (with the exception of the documents that must be forwarded in original per requirements of the laws of the Russian Federation) shall be deemed received by the Subscriber if they have been transmitted (forwarded) by the Provider from electronic mail boxes **helpdesk@invs.ru** or **info@invs.ru** to the email address indicated on the Subscriber's Personal Account Page. The parties acknowledge the legal force of the notifications, messages, requests etc., transmitted (forwarded) by the method described above.
- 10.2. The Subscriber acknowledges that his actions (or actions by a person designated by the Subscriber) performed on the Subscriber's Personal Account Page may result in creation, modification or termination of rights and obligations for the Parties hereto.
- 10.3. The records of the Provider's Automated Service Monitoring and Management System shall serve as the confirmation of the fact of provision of services and of the scope of the services provided during each Reporting Period. The personal statistics shall be made available for viewing by both the Subscriber and the Provider with the use of a unique user name and password. The Parties hereby agree to recognize the data registered by the Automated Service Monitoring and Management System used by the Provider as fact in evidence for the purposes of resolution of disputes and disagreements, including resolution of disputes in a court of law.
- 10.4. Throughout the effective term of this Agreement, the Provider may publicly state, in oral and in written form, that the Subscriber is a party to the Agreement and is using the Provider's services.
- 10.5. In the event that the Subscriber is an individual, the Subscriber shall consent to the processing of the following Subscriber's personal data by the Provider during the period beginning on the date of execution of this Agreement until such time as the obligations of the Parties are terminated: full name, passport details, place of registration, date of birth, mailing address, telephone and fax number, electronic mail address. Provider's Personal Data Processing and Security Policy is posted on the Provider's web site at: <https://invs.ru>. Provider may process said personal data for the purposes of performance of this Agreement, including provision of information and reference services to the Subscriber. Where permitted by applicable laws of the Russian Federation, the Subscriber may withdraw his consent to the processing of his personal data by sending a notification to that effect to the Provider. Upon receipt of such notification, the Provider may terminate the services.

## **11. Exhibits**

- Exhibit No. 1 – Framework Agreement for Services.**
- Exhibit No. 2 – Terms of Use of Microsoft software products.**

## 12. Provider's Details

### Provider:

#### Limited Liability Company Garant-Park-Internet

INN/KPP: 7729389589/770901001

OKVED: 72.60, 72.30, 72.20

OKPO code: 52403888

#### Legal Address:

3/9, 3<sup>rd</sup> Syromyatnicheskiy per., Bldg.  
1, 105120 Moscow, Russia

#### Actual Address:

3/9, 3<sup>rd</sup> Syromyatnicheskiy per., Bldg.  
1, 105120 Moscow, Russia

#### Mailing Address:

3/9, 3<sup>rd</sup> Syromyatnicheskiy per., Bldg.  
1, 105120 Moscow, Russia

Tel.: +7 (499) 678-2222

Fax: +7 (499) 678-2221

Email: info@invs.ru

#### Banking Details:

Settlement Account No.: 40702810500000009135

Corr. Account No.: 30101810400000000555

Bank: PAO Promsvyazbank Moscow

BIK: 044525555