

General Terms and Conditions

1. Definitions

The Parties acknowledge that the following terms in these General Provisions and Conditions have the following meanings:

1.1. Provider

«istc» Foundation which acts in compliance with the charter and legislation of the Republic of Armenia.

1.2. Client

Any person with whom the Order has been approved.

1.3. Party

Client or Provider in case of separate reference.

1.4. Parties

Client and Provider in case of joint reference.

1.5. GPC

This General Provisions and Conditions.

1.6. Order

Service providing contract containing these GPC as its integrated part concluded between the Provider and Client under which the Provider shall provide services to the Client and approving which the Client accedes to those GPC. The names of services, payment terms, and other necessary information and conditions of the Parties' agreement shall be defined under the Appendix (-dices) attached to the Order.

1.7. Contract

The Order (s) approved between the Parties with its (their) applicable Appendix (-dices), Special Provisions and Conditions concerning the corresponding Service, Pricelist, including GPC and other agreements approved between the Parties on the same matter as a whole.

1.8. Service(s)

Services providing by the Provider whose prices, technical capacities, and corresponding packages, whose description and providing conditions are presented separately in each Special Provisions and Conditions displayed in the Clients Service Center of the Provider and published on the official site of the latter (www.clouds.am).

1.9. Personal page

Internet page of the Client which becomes accessible for the latter when he follows the corresponding instructions located on the website of the Provider (www.clouds.am). The personal page contains data about the Services ordered by the Client.

1.10. Day

Calendar day equal to 24 (twenty-four) hours.

1.11. Month

Calendar month which may consist of 28, 29, 30 or 31 days depending on year and month.

1.12. Pricelist

Prices, technical capacities, and corresponding packages of Services providing by the Provider which are presented in the Clients Service Center of the Provider and on the official site of the latter (www.clouds.am).

1.13. Actual damage

Documented expenses incurred or to be incurred by the Party in order to restore its violated right.

1.14. Lost profit

Profit not realized by a Party due to a breach of its right which it would receive under the common conditions of civil circulation.

2. General provisions/ subject

2.1. This GPC are a public offer published on the official site of the Provider (www.clouds.am) which may be accepted by the Client only acceding to them in full. These GPC regulate the general procedure and conditions of service providing by the Provider, rights and obligations of the Parties, responsibility of the Parties in case of any failure to fulfill or improper fulfillment of their liabilities and the Contract's termination procedure.

2.2. Upon accepting GPC, these GPC, Special provisions and conditions of the corresponding Services, Order and its Appendix (-dices) with the Pricelist shall constitute a binding contract concluded between the Client and Provider. The GPC shall be considered accepted by the Client upon approving the Order (including its Appendix

(-dices)) and performing on-line actions directed to the fulfillment of the Contract through the website of the Provider (www.clouds.am). With Legal Person Clients additional contracts shall be signed.

3. Representations and guarantees (waiver of additional rights)

- 3.1. The Provider guarantees that it is authorized to provide services on Internet accessibility and data transfer as well as other services that does not contradict the RA legislation
- 3.2. The Client declares and guarantees that he is authorized to receive and use the Service.
- 3.3. The Client agrees that the password and other necessary data provided to use the Personal page are known only to him and he undertakes not to disclose them to other persons. Changes of the Personal page including addition of new services, their removal etc., shall be considered done by the Client himself or by a person respectively authorized by the Client.
- 3.4. The Client accepts and guarantees that the use of the Service by him will not breach the legislation of RA, the Contract, copyright and related rights.
- 3.5. The Provider does not furnish any additional guarantee concerning the Services or connected with the Service providing except for those expressly specified under the Contract including any guarantee about the applicability for any certain goal.
- 3.6. In case of any damage caused as a result of any breach of the guaranties and liabilities undertaken the Client shall compensate that damage including the lost profit.

4. Price and payment procedure

- 4.1. The Service price shall be determined according to the Pricelist and defined in Appendix (dices) and in respective sections of the site(www.clouds.am).
- 4.2. The payment procedure for Services and terms shall be defined in Appendix (dices) and in respective sections of the site(www.clouds.am).
- 4.3. For the provided services the Payment shall be made through vPOS ` Visa, Master , Maestro, iDram or banc transfer.
- 4.4. The Provider shall present to any Client documents determined by the RA legislation for the Services provided. At that, it is the obligation of the Client to take the documents on the Service provided from the Provider's office.
- 4.5. In case of application of the legislation about electronic signature the Provider is entitled to invoice electronically.
- 4.6. The document, determined by the RA legislation, which is presented by the Provider is an evidence of the fact and volumes of the Services provided to the Client according to the data available in that document.
- 4.7. The Client shall be entitled to object against the presented document determined by the RA legislation until the fifteenth day of the month following the settlement month giving written notice to the Provider. The document shall be considered unconditionally accepted by the Client and the Service properly provided by the Provider if no written notice of objections is sent within the period specified.
- 4.8. At paying the Client shall necessarily specify the name of the Service or number of the Appendix payable. The service shall be considered paid upon entry of the monetary funds in the Client's account provided that the Service name or Appendix number payable are specified at payment.
- 4.9. When paying for several Services the Client shall specify as payment purpose the Appendix (dices). In this case the Services are paid in priority specified under the payment purpose.

5. Additional services

- 5.1. Generally, the Client shall be enabled to use the web-site of the Provider 24 (twenty-four) hours per day. In addition, the Client shall be enabled to contact the Service Department of the Provider through e-mail, telephone and fax.
- 5.2. Each Client may enjoy the support of the Technical Service Department of the Provider which is active from Monday to Friday from 10:00 AM to 9:00 PM, telephone No +(37412)219700, +(374 55) 27 80 90. The technical Service department does not work on the holidays and commemoration days defined by the legislation of RA.

6. Rights and obligations of the Parties

6.1. The Client shall be entitled:

- 6.1.1. to receive documents determined by the RA legislation which contain necessary information about the payment for the Service provided to him;
- 6.1.2. to be informed about the ordered Services through the Personal page;
- 6.1.3. Other rights provided by the contract.

6.2. The Client shall undertake:

- 6.2.1. to pay for the Services in compliance with the procedure and within the terms defined under the Contract;
- 6.2.2. to inform in written the Provider in case of any change of his name, address, e-mail, telephone number, bank details or reorganization within ten days;

- 6.2.3. to submit to the Provider correct data for execution of the Contract;
- 6.2.4. to fulfill other obligations provided under the Contract.
- 6.3. **The Provider shall be entitled:**
 - 6.3.1. to be paid for the Service provided;
 - 6.3.2. to suspend or limit the Service providing or unilaterally refuse the Contract in compliance with the procedure defined under the Contract including the respective Special Provisions and Conditions for the corresponding Service;
 - 6.3.3. Other rights provided by the contract.
- 6.4. **The Provider shall undertake:**
 - 6.4.1. to present to the Client precise documents determined by the RA legislation about the Service provided.
 - 6.4.2. to guarantee the confidentiality of the information and messages of the Client with exception for the cases provided by law;
 - 6.4.3. to inform the Client about any interruption of the Service arisen due to technical failure on its side;
 - 6.4.4. to remove the malfunctions arisen within reasonable period of time;
 - 6.4.5. to fulfill other obligations provided under the Contract.

7. Unilateral refusal by the Service provider

7.1. Unilateral refusal by the Service Provider

- 7.1.1. The Service provider shall be entitled to unilaterally refuse to provide the Services stipulated under the Appendix (dices) if:
 - 7.1.1.1. the Client has not paid within 45 (forty-five) days dating from payment day defined under the Contract;
 - 7.1.1.2. the Client has breached his contractual obligations and has not redressed his breaches within 5 (five) days upon receiving written notice about them;
 - 7.1.1.3. The Client has been wound up;
 - 7.1.1.4. The Client is under bankruptcy or liquidation procedure;
 - 7.1.1.5. It becomes obvious after the conclusion of the Contract that the Service may not be provided within the term and at the cost reasonable for the Provider.

7.2. Unilateral refusal by the Client

- 7.2.1. The Client shall be entitled to unilaterally refuse to fulfill the Appendix (dices) giving 30 (thirty) day written notice to the Provider.

8. Consequences of the unilateral refusal

- 8.1. In case of the Contract's dissolution by the Provider or Client on the base of the clauses 7.1.1.1-7.1.1.4 of these GPC the Client shall pay to the Provider a compensation the amount payable in compliance with the Contract for the Service provided until the dissolution of the Contract unless otherwise stipulated under the Special Conditions of the certain Service.
- 8.2. In case of dissolution of the Order on the base of the clause 8.1 of GPC the Provider shall not be liable for any loss incurred by the Client as a result of failure to provide the Service but if the early termination concerns the Hosting Service the Provider shall make recalculation in accordance with the Pricelist specified under the Appendix (dices) and provide a compensation on demand of the Client. In case of early termination of the Contract on the Client's demand if the termination concerns the Domain Name Registration, Co-location Server, Dedicated Server, SSL certificate, Bulk E-mailing, Virtual Personal Server, DNS Management Services the amounts paid to the Provider are not recalculated and returned.
 - For the types of services paid on-line, i.e. through the corporative site of the Provider, the amount shall be recalculated and returned with deduction, taking into the account the commission charged by the bank.

9. Suspension of service providing

- 9.1. The Service Provider shall be entitled to suspend the Service providing to the Client, if:
 - 9.1.1. the suspension is necessary for installation, repair, replacement or maintenance of the equipment or software;
 - 9.1.2. the Client has not paid on time;
 - 9.1.3. The Client regularly or materially breaches the provisions of the Contract;
 - 9.1.4. force-majeure events occur;
 - 9.1.5. the suspension is caused due to new acts or regulations adopted by the state or self-government bodies;
 - 9.1.6. the Service Provider discloses that the Client presented incorrect data in application for the Service which may have harmful results;
 - 9.1.7. Authorized bodies require the suspension.
- 9.2. The Service providing may not be suspended if the Client removes the reasons of the suspension before its expected application to the Service providing.

- 9.3. The Service providing is to be suspended subject to notification of the Client by e-mail 5(five) working days before the suspension. If such form of notification is not possible the Client shall be informed by a written letter or fax. The duration and reasons of the suspension shall be specified therein unless it is applied in accordance with the clauses 9.1.2-9.1.7 of these GPC. In cases provided under the clauses 9.1.2-9.1.7 herein the suspension is applied without any notification.

10. Consequences of the suspension

10.1. In case of the suspension:

- 10.1.1. The Service providing is suspended.
- 10.2. If the suspension of the Service providing has been caused by the Provider it shall reestablish the Service providing within 2(two) days after the removal of the reasons of such suspension. If the suspension of the Service has been caused by the Client the Service providing shall be reestablished on an application of the Client where he assures that the reasons of the suspension are removed.

11. Responsibility

- 11.1. The Provider shall be responsible for any actual damage caused to the Client due to any failure to provide Service or in any other case only if it is by its fault. At that, in each case the amount of the responsibility of the Provider shall be limited to 10000 (one thousand) AMD.
- 11.2. The Provider shall not be responsible for any lost profit due to any failure to provide Service or in any other case.

12. Amendments to the Contract

- 12.1. The Provider shall be entitled to unilaterally amend any provision of the Contract giving to the Client 30(thirty)-day notice about that amendment with exception for the amendments to be made in cases provided under the clause 12.3. If the Client does not agree to the amendment to be done he is entitled to unilaterally refuse the Order giving written notice to the Provider 15 (fifteen) days before the validation of that amendment enabling the consequence defined under the clause 8.1 of these GPC
- 12.2. At amending the Contract for leveling down the prices and/or improving the technical capacities of a Service (for example, the bandwidth provided by the Allotment Tokyo Package Service is improved from 500Mb to 1000Mb) the Provider shall be entitled to unilaterally amend the corresponding provisions of the Contract giving notice to the Client. In this case those amendments shall enter into force on the 1st day of the month following the notice unless other term is defined in it.
- 12.3. The Client shall be entitled to change the list of Services with the consent of the Provider approving a new Appendix, those changes may be carried out by the Client through the Personal page if such a possibility is available in the Provider's site (www.clouds.am).

13. Notices

- 13.1. All the notices allowed or required in connection of the Contract between the Parties shall be considered proper if they have been sent by e-mail, fax or letter to the addresses defined in the Order, in Armenian unless otherwise provided under this Contract.

14. Applicable law/disputes settlement procedure

- 14.1. The Order shall be governed and interpreted in compliance with the legislation of RA. All disputes shall be settled by the Parties through negotiations. If the consent is not reached the settlement of the disputes shall be defined under the Special Conditions of the certain Service.
- 14.2. The current document is executed in 3 (there) languages each of which has equal legal force. Meanwhile in case of differences between the Armenian language and other ones, the preference is given to the Armenian version.

15. Confidentiality of information

- 15.1. The Contract and information imparted by each Party to the other one during negotiations on the Contract shall be considered confidential if it has actual or potential commercial value by virtue of its private nature, it is not possible to obtain it legally and the possessor of such information undertakes measures to keep its secrecy. The Parties shall not be entitled to disclose such information without preliminary written consent of the other Party with exception for the following cases: (A) the information shall be disclosed in compliance with the legal requirements or (B) the information considered confidential according to this clause becomes public due to its disclosure by a third party.
- 15.2. In all other cases the Parties shall inform and order their employees to keep the privacy of the Contract and not to disclose it to any third person which is not a Party of the Contract.

16. Publications in mass media

16.1. Each of the Parties may publish information about the other Party or the Contract concluded with it in mass media or otherwise only after consultations with other Party and obtaining its written consent.

17. Influence of force-majeure

17.1. The Parties shall be released of any responsibility for full or partial failure to fulfill their contractual obligations if it was due to force-majeure events arisen after approving the Order which the Parties may not either foreseen or prevent. Such events are earthquake, flood, fire, war, announcement of martial and emergency situations, political unrest, strikes, termination of operation of communication facilities, sabotage, acts of state bodies etc. which make the fulfillment of the contractual obligations impossible.