



This document is regarded by the Provider as an invitation to make an offer and is addressed to general public, i.e. any person who becomes a User of this Provider, unless otherwise provided by the agreement, will be regarded as the one who has familiarized him-/herself with the terms set forth below and fully agreed to them. The User's will to enter into an agreement with the Provider on terms set forth below should be expressed by the User's payment for the Provider's services according to tariffs made public on the site www.rs.net.ua. The indicated actions carried out by the User will be regarded by the Provider as a clear intent of this User to consider him-/herself the one who entered into an agreement on the terms set forth below (offer).

AGREEMENT

1 Definitions

- 1.1 "Work" — work on providing the User with the access to telecommunication services.
- 1.2 "Services" — telecommunication services rendered to the User by the Provider.
- 1.3 "Internet" — computer common-user network.
- 1.4 "Order" — enumeration of ordered Work and Services rendered to the User. The enumeration may include terms of payment, amount, type and other details concerning Work and Services.
- 1.5 "Debit payment form" — form of payment when rendering of services is stopped (limited) after full depletion of the prepaid money on the account.
- 1.6 "Replenishment of account" — recharging of the account (paying money) by the User.
- 1.7 "Accounting period"— a period from the first to the last day of the calendar month.
- 1.8 "User charge" — fixed fee determined by the telecommunication operator for the user on a permanent basis for the access to his telecommunication network regardless of service obtainment.
- 1.9 "Suspension of Internet and network services rendering" – cessation of service rendering for the period from one month up to six months during the year on the User's application.

2 Subject of the Agreement

- 2.1 The Provider performs Work, provides Services. The User accepts the Work, pays the cost of the Work and the Services.

3 Rights and obligations of the Parties

3.1 Obligations of the Provider

- 3.1.1 To perform Work in time in the amount and of the type corresponding to the Order.
- 3.1.2 To provide Services to the User in the amount and of the type corresponding to the Order.
- 3.1.3 In case of suspension of rendering at least one of the Services or occurring pause in their rendering to assume any measures to fully renew rendering of the Services.
- 3.1.4 To hold necessary consultations for the User concerning the usage of ordered Services.
- 3.1.5 On the User's request the Provider gives account documents at the Provider's Service Center.
- 3.1.6 On the User's request to return the rest of the prepaid payment within 15 days, when Services are not rendered through the Provider's fault.

3.2 Provider has the right

- 3.2.1 To stop rendering Services to carry out planned work for telecommunication network technical servicing.
- 3.2.2 Not to deal with complaints concerning the amount or the quality of Services, if these complaints were not performed in writing within 3 days from the day of getting or not getting these Services.
- 3.2.3 To reduce or to stop rendering Services to the User in case of breach of the "Rules of providing and getting telecommunication services".
- 3.2.4 To give information (warning) to the User concerning actions within the agreement, that is records of the rendered telecommunication services, planned reduce of Services enumeration, restriction or cessation of the Services etc. The ways can be User's personal page on the Provider's web-site, E-mail, SMS or ICQ messages, or other printed or e-means.
- 3.2.5 Uncoordinated simultaneous connection of the User, uncoordinated change or connection of additional end equipment entitles the Provider to block such connection/access together with the cessation of rendering services till the circumstances are clarified.
- 3.2.6 Access to computer home network is granted to Users-individuals at lower prices solely for family non-commercial use. The use of connection lines for rendering telecommunication services to a third party, the use of connection lines for any entrepreneurial business is violation of the rules of getting this service. In case of such violation:
 - the Provider has the right to stop rendering services and terminate the validity of the agreement;
 - the User recompenses to the Provider the difference of charges for the home network service and the service at commercial (corporate) prices taking into consideration the amount of received and sent data.



3.3 Obligations of the User

3.3.1 To provide access for the Provider's workers to buildings (premises), where subscriber lines must be laid or renewed.

3.3.2 To use end equipment with quality certificates.

3.3.3 In case of cessation of Services or pause in at least one Service to immediately inform the Provider by the numbers of the Provider's Service center.

3.3.4 To prevent alarm conditions and for safe work on the User's premises (in the building) the latter should inform in writing the Provider's workers of the location of gas supply pipeline network layout, as well as water supply and electricity network. Otherwise the User bears responsibility for damage and renewal.

3.3.5 To keep the subscriber line within the dwelling house, apartment, building and the premise as well as the end equipment in good working order.

3.4 The User has the right

3.4.1 To change tariff plans according to the Provider's technical feasibility, unless otherwise provided by the Order.

3.4.2 To order the Service "Suspension of Internet and network services rendering" on the assumption of effecting monthly payment according to established tariff rate. For now, it makes 6 uah.

3.4.3 To replenish the account by any sum, starting from one uah.

4 Agreement price

4.1 The cost of Work and Services ordered by the User is determined on the day of their Order according to established tariff rate. The date of Order is the date of the last account replenishment.

5 Procedure of settlements

5.1 Payments are settled in a debit form.

5.2 If the User does not pay the user charge during one month, a disconnection warning letter is sent. If the payment is not settled within one month after the date of posting the letter, the User can be physically detached from the network. During one month after physical detaching reconnection is possible on conditions of full payment of the debt and 40 uah for connection after detaching for non-payment. If the User does not pay the debt within one month after detaching, the agreement is terminated. Renewal of the connection is carried out on terms of paying for new connection.

6 Liability of the Parties

6.1 The Parties bear responsibility for non-performance of the obligations of the agreement according to the Law of Ukraine. Lost profit and damage arising in case of non-rendering of services are not recompensed.

6.2 In case of absence or pause in Services through the fault of the Provider, the liability of the Provider is determined by the Law of Ukraine "About telecommunications".

6.3 Installation of unmatched network accessories (fixed IP-address etc.) on the User's end equipment is a breach of rules of getting telecommunication services, causes telecommunication network damage and makes rendering of services to other Users impossible.

6.4 In case of identification of telecommunication network or equipment damages that occurred through the fault of the User, all the expenses of the telecommunication Provider for debugging as well as other damages are reimbursed by the User.

6.5 The provider is not responsible for cessation or worse quality of the Services, which is caused by circumstances independent of the Provider i.e. damage to the User's equipment or network, the use of other providers' networks by the User, restriction of the Provider's workers access to the end equipment etc.

6.6 The User bears responsibility for materials posted in the network, which are forbidden by the Law of Ukraine.

7 Agreement duration, procedure for amending and discharge of the Agreement

7.1. This Agreement comes into effect from the moment of its signing by the Parties and is valid till December, 31 of the current year. In case, when 30 days before the expiration of the Agreement, neither Party announces the unwillingness to continue cooperation, the validity of the Agreement is automatically prolonged for the next year on the same terms, unless otherwise provided by the Order; the Prolongation Rule can be applied many times.

7.2. The Order becomes an integral part of the Agreement after it is signed by the Operator.

7.3. The User has the right to unilaterally refuse the Services at any time, after having informed the Operator about it one month before the beginning of a new settling period.

7.4. The Operator has the right to terminate the Agreement without the other Party's consent in case of a debt which is unpaid for more than 30 days (unless otherwise provided by the "Rules of rendering and getting telecommunication services" for certain services) or in case of repeated – during 6 (six) months – violation of the "Rules of rendering and getting telecommunication services".

7.5. In case of significant change of conditions the Parties were guided by during their signing of the Agreement, the operator has the right to change the Agreement price (the cost of Services) after putting the User on notice 10 days



before a new settling period. If the User does not agree on the change of terms of the Agreement, he/she must inform about it in writing before the beginning of a new settling period. In this case the Agreement is terminated at the end of the current settling period. If the User has not informed the operator within this period that he/she disagrees to the change of the Agreement price, the change of the price is considered agreed.

7.6. All controversions and differences connected with the change of conditions, termination and observance of the agreement, which cannot be regulated through negotiation, are handled in the economic court of Ukraine according to the determined jurisdiction of the case.

8 Other terms and conditions

8.1 The terms of Agreement as well as the information received during the observance of the Agreement are confidential. Their disclosure during the validity of the Agreement and 5 years after its termination is allowed if agreed by the Parties. The User's outstanding amount is not confidential information.

8.2 All the documents according to which the Agreement is executed (appendices, orders, acts, letters etc.) are its integral part. Neither of the Parties has the right to transfer his/her rights and obligations to a third party without a written consent of the other Party.

8.3 On signing the Agreement, the User gives consent to his/her personal data processing and using by the Provider aiming to provide telecommunication services, to run business according to the Law of Ukraine.

9 Technical requirements for connection to a computer network

9.1 Before the beginning of connection work the User must provide/ perform access to free cable transits, which means available keys to control boards and buildings, access to the cable starting from the upper floor (mechanical room) to the User's floor, consents of the dwellers or the administrators of the building, if necessary.

9.2 The User's end equipment (computer) must be grounded (neutralized) with the help of an electrical outlet with grounding in accordance with electrical safety requirements.

9.3 In case of absence of free cable transits or in other cases, the User may order connection by means of laying lines on the outer side of the building; it increases damage risk of the subscriber line and the network equipment which the User defrays.

9.4 The Provider does not perform work on laying and fixing the brought in cable in the User's building.

10 Additional terms

10.1 The subscriber line (this is a subscriber's port of the provider's equipment and a physical line to the end equipment) within the house is a separate object of the common user network practically transferred to the User for a conscientious use. Damage of such equipment is eliminated at the User's cost, if technical requirements are violated (in most cases, it is violation of electrical safety requirements while connecting the computer to power supply and/or laying lines on the outer side of the building) or User's end equipment (computer) operating rules are infringed.

10.2 If it is necessary to renovate the subscriber line, after a complaint about absence or improper quality of services is filed, the Provider has the right to carry out such renovation work without an additional agreement, if the cost of the work does not exceed "The charge for the call of the operator's specialist for troubleshooting and/or damage repair of the end equipment and subscriber line within the house, apartment, building and premise." Payment for the renewal of the subscriber line is carried out by charging additional service with corresponding cost. For now it makes 40 uah.

Current version of the agreement can be found on the site://www.rs.net.ua

FULLY AKCNOWLEDGED AND ACCEPTED _____ (User's signature)