

**SALENAMES LTD.**

Legal address: Bolshaya Serpukhovskaya street, 44, 3rd floor
unit 1, office 19, WP I2, 115093, Moscow
Postal address: PO Box 44, 105187, Moscow
TIN: 7705693660, PSRN: 1057748734064, RRC: 770501001
Acc: 40702810200140000251 PJSC "Binbank", Moscow
C/a: 30101810245250000117, RCBIC: 044525117
Tel. +7 (495)725-88-50, e-mail: mailbox@salenames.ru

Agreement No- SN _____

on the provision of services for registration of domain names

Moscow

_____, 20__

(full name)

further – "Customer", acting in his own interest and from his own name, accepts the terms of the present Agreement and **the Limited Liability Company «SALENAMES»**, further "Contractor" or "Registrar" in person of the General Director Elena Serebryakova (the basis of representation – Company's Charter) should provide the Customer services specified in the relevant annexes to the Agreement and ordered by Customer ordinarily on the conditions set forth in the present Agreement (further – Agreement).

The present Agreement is an offer – addressed to a specific person (the Customer) proposal which expresses the intention of the person made the offer (the Contractor/Registrar) to consider himself concluded the Agreement with the addressee who will accept the offer (article 435 of the Civil code of Russia).

1. THE SUBJECT OF AGREEMENT

1.1. The Contractor undertakes to provide the services according to the List of the provided services (Annex #1), the Service tariffs (Annex #2), Consent to personal data processing (Annex #3), which are an integral part of the present Agreement, and the Customer undertakes to accept and pay for the services provided to him in the amount and within the timeframe according to the terms of the present Agreement. The type and number of services provided by the Contractor to the Customer under the present Agreement the Customer defines himself by sending corresponding Orders to the Contractor in the manner specified in the present Agreement.

1.2. Services specified in the Annex#1 are provided to the Customer by the Contractor on the terms set forth in the Regulations of provision of the relevant services listed in the Annex #1. All the Regulations of rendering services are an integral part of the present Agreement (with annexes) and binding on the Parties.

Published on the web-server of the Contractor www.salenames.ru instructions (descriptions, requirements, etc.) establishing the order of registration, submission, review, payment requests of the Customer, as well as other conditions for the performance of actions stipulated by this Agreement and the Regulations of the relevant services, including requirements for execution of the provided to the Contractor documents (copies of documents) are binding.

1.3. The present Agreement is concluded in one of the following cases:

1.3.1. After signing of the Agreement by both Parties (if the Agreement is concluded in written form).

1.3.2. in case of receipt of the advance payment for services that will be the acceptance of the present offer. The advance payment for services is made by the Customer with reference to the Agreement number assigned by the Contractor after the filling in the questionnaire by the Customer. The fact of receipt of payment under this Agreement shall be deemed the entering of funds to the account of the Contractor upon condition the Contractor receives confirming payment documents, which identify the payment from the Bank of the Contractor.

1.3.3. In case of transfer of the domain name or other services to the Contractor from another Registrar by the Customer's initiative. The acceptance of the present offer in such a case will be sent to the Contractor letter from the Customer about the transfer of the services according to the set by the Contractor form or the relevant request of the Customer sent with the Customer's password through the client's interface on the web-server of the Contractor.

1.3.4. In case of transfer to the Customer from another person the right of administrating of the domain or other services. The acceptance of the present offer in such a case will be sent by the Customer to the Contractor a notice of acceptance of the services set by the Contractor form.

2. THE OBLIGATIONS OF THE PARTIES

2.1. The Contractor commits:



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- 2.1.1. To fulfill the terms of the present Agreement, its Annexes and Instructions.
 - 2.1.2. To provide the Customer the services specified by the Agreement and ordered by him properly, in amount and terms specified in the present Agreement and its Annexes.
 - 2.1.3. To provide advice on issues arising in connection with the execution of the present Agreement.
 - 2.1.4. To notify the Customer about the time and duration of possible interruptions in the provision of services related to maintenance of technical means, by publishing information on the web-server of the Contractor within a period not later than 5 (five) working days prior to the date of occurrence of breaks. The total duration of possible breaks may not exceed 10 days in one calendar year.
- 2.2. The Customer commits:
- 2.2.1. To fulfill the terms of the present Agreement, its Annexes and Instructions.
 - 2.2.2. To pay timely for the services rendered by the Contractor.
 - 2.2.3. To ensure independently the confidentiality of his authorization information (username and password to access the client's interface of the Customer on the Contractor's web-server) and to be responsible for all actions performed by using his username and password, to bear the risk of potential unfavorable consequences associated with their loss.
 - 2.2.4. To provide timely the accurate information necessary for the execution of the Agreement.
 - 2.2.5. To monitor independently the current state of information about the objects serviced under the present Agreement including the domain names.
 - 2.2.6. To monitor independently the Personal account balance under the Agreement.
 - 2.2.7. The Customer is obliged to perform all actions required for the provision of services for the extension of validity of previously provided services (re-registration (renewal) of a domain name, etc.), namely:
 - to provide availability of funds on the Personal account of the Customer sufficient to pay for services;
 - to write in the client's interface of the Customer corresponding order for an extension (placing mark/tick "extend") or set the option "auto-renew" in accordance with the instructions of the Contractor.
 - 2.2.8. The absence from the Customer's side of the actions specified in p. 2.2.7. of the Agreement may be a reason for non-receipt of service by the Customer. In this case the Contractor is not responsible for all the possible negative consequences of non-receipt by the Customer of the relevant service.
 - 2.2.9. Not to publish on the resources of the Contractor information or software that falls under the restrictions of the state authorities.
 - 2.2.10. As a legal entity or individual entrepreneur to send to the Contractor received from him and in return signed by him / her copies of acts confirming the delivery and acceptance of services under this Agreement, not later than 5 (Five) working days of receipt of the act. If there are objections regarding the act the Customer is obliged to report about them to the Contractor by registered letter with acknowledgment of receipt within a period not later than 5 (Five) working days of receipt of the act. When not receiving a reasoned refusal to sign or objections regarding the act within 10 (Ten) working days from the date of departure of the act, the services rendered by the Contractor to the Customer shall be deemed accepted by the Customer and executed with appropriate quality and in full.

3. THE COST OF SERVICES AND PAYMENT PROCEDURE

- 3.1. The cost of services is established in rubles and defined by tariffs for services, listed in Annex #2 to the Agreement.
- 3.2. Payment of services performed under the present Agreement by wire transfer of funds to the current account of the Contractor.
- 3.3. The service order is Customer's consent to pay for the service at the prices valid at the date of execution of the order.
- 3.4. By executing by the Customer any payment documents in the section "Payment purpose" a reference to the number of the Agreement with the Contractor. The transferred by the Customer funds are credited to the Personal account of his Agreement after the funds are received on account of the Contractor and on condition the Contractor receives from the Bank confirming payment documents, which identify the payment.
- 3.5. The Contractor, in accordance with the applicable service tariffs, registers information about Customer's payments and services used by the Customer in the Personal account of the Customer's Agreement. The Contractor shall provide the Customer the access to his personal account while using individual password under this Agreement.
- 3.6. Return of the Customer's unused balance upon termination of the Agreement or in the case of submission by the Customer of arguments for the unwillingness for any reason to order services will be made by wire transfer to the Customer's account at any Bank resident in the Russian Federation. The Contractor performs actions necessary for the implementation of the return



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not later than 10 (ten) working days from the day of submission by Customer of a written application stating the full details of the recipient.

3.7. For cases of transition for new tariff plans annexes to the Contract may establish other rules of credit and/or return for services funds.

4. GENERAL TERMS

4.1. The Parties of the present Agreement acknowledge the legal force of the documents, notifications and reports received via communication channels, as well as posted on the web server of the Contractor at the following address: www.salenames.ru along with the documents executed in simple written form. The exceptions of this rule:

- the notices of termination of the Agreement;
- the exchange of claims;
- the objections to the act of acceptance of services directed by the Customer;

4.2. Communication channels in terms of the present Agreement are the contact (referred to in the present Agreement) email addresses. In case of a change of the contact addresses at the initiative of the Customer as contact will be considered e-mail addresses notified to the Contractor via the client's interface on the Contractor's web-server by using a password of the Customer, either by supplying the Contractor with official letter about change of requisites of the Customer.

4.3. The Parties assume full responsibility for the actions of employees with access to communication channels.

4.4. In case of arising of any disagreement on the facts of sending, receiving messages, time of their direction and content the Parties agreed to consider evidence of archive service of the Contractor and definitive for resolution of disputes between the Parties.

4.5. The Contractor is entitled to remind the Customer about the need for payment services if the funds on the Personal account of the Customer are close to exhaustion. A reminder is sent to the Customer via e-mail.

4.6. In case the Contractor makes changes in the present Agreement and the Annexes thereto, the Contractor notifies the Customer by publishing these changes on the Contractor's web server at the following address www.salenames.ru.

4.7. The changes specified in p. 4.6., take effect not earlier than the date specified in the notification sent by the Contractor via publishing on the web-server of the Contractor at the following address: www.salenames.ru unless otherwise is stated in the Regulations of corresponding service.

The customer is obliged to visit the Contractor's web-server at the following address www.salenames.ru at least 1 (one) time per month for timely familiarization with the Contractor's alerts of amendments to the text of the present Agreement and (or) its Annexes. In the event of failure of this obligation by the Customer the Contractor is not liable for negative consequences caused by the late receipt by the Customer of notification of relevant changes.

4.8. In case of Customer's consent with the amendments specified in p. 4.6, the present Agreement continues to have effect in recognition of the subject to specified modifications. In case of disagreement the Customer should notify the Contractor before the effective date of these amendments by an official letter in writing with acknowledgment of receipt requested, in this case the Agreement terminates with the entry into force of the amendments.

4.9. In case the Contractor receives an official letter after the entry into force of the amendments the Agreement terminates from the date of receipt of the said letter. Services received by the Customer from the date of entry into force of the amendments prior to the date of receipt of the letter are provided to the Customer as amended.

4.10. The Customer agrees with the order of change of Regulations of rendering services defined in section 4 of the present Agreement. Regulations are published on the web-server of the Contractor www.salenames.ru. On Customer's request all the Annexes to this Agreement may be executed by the Contractor in writing.

4.11. The Agreement concluded by acceptance of the offer (the ways referred to in clauses 1.3.1 to 1.3.4 of this Agreement), may be issued in writing by the Customer's request at any time as in force on the date of registration of the Contract in writing.

4.12. The present Agreement, its Annexes and Instructions can be translated by the Contractor into English. In case of any inconsistency in Russian and English versions of the Agreement its Annexes and Instructions, the text in the Russian language shall prevail.

4.13. To the rights and duties of the Parties arising under this Agreement there are in use the provisions of the current (latest) version of the Agreement published on the web server of the Contractor, unless otherwise provided by Contract. The current version of the Agreement is posted on the web server www.salenames.ru.

5. RESPONSIBILITY OF THE PARTIES



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- 5.1. For non-fulfillment or improper fulfillment of obligations under the present Agreement the Parties bear responsibility under the legislation of the Russian Federation in recognition of the conditions set forth herein.
- 5.2. The Customer is responsible for the accuracy of information provided by him for the execution of the Agreement and the timeliness of its provision.
- 5.3. In case of default by the Customer of the obligations set forth in the paragraphs 2.2.1. – 2.2.10. of the present Agreement the Contractor is entitled to unilaterally refuse the Customer in the provision of Services. Such denial is equated by the Parties to unilateral refusal of the Contractor from the present Agreement in accordance with paragraph 7.2. of the present Agreement.
- 5.4. The Customer is fully responsible for consequences of loss of the authentication data and actions made through the Contractor's web server by using the Customer's authorization information including change of personal settings and other actions that may cause financial, legal or technical implications.
- 5.5. The Contractor is liable only for actual damages and only in the case of a proven fault of the Contractor. Lost profits of the Customer is not subject to compensation by the Contractor. The maximum amount of liability of the Contractor for the actual damage caused to the Customer shall not exceed the amount equal to the value of the service undelivered, rendered not in full or with inadequate quality in accordance with the Tariffs in effect at the time of the order of service.
- 5.6. The contractor is not liable for Customer's breach of the legislation of the Russian Federation.
- 5.7. In case where the Contractor suffered damages caused by the inaccuracy of the representations (guarantees) of the Customer, and in case of bringing the Contractor to responsibility, including administrative, for the misconduct committed by the Customer, the Customer shall pay the Contractor the amount of penalties recovered from the Contractor, the amount of compensations and other payments made by the Contractor in connection with bringing him to the mentioned above liability, as well as caused to the Contractor damages within 30 (thirty) calendar days from the date of receipt of a respective request from the Contractor.

6. FORCE MAJEURE

- 6.1. The Parties are relieved from responsibility for partial or complete failure to fulfill obligations under this Agreement caused by force majeure circumstances arisen after its conclusion in particular circumstances that cannot be foreseen or prevented by the Parties and render impossible the execution of obligations of the Parties under the present Agreement.
- 6.2. Upon the occurrence of force majeure circumstances preventing the fulfillment of obligations under this Agreement the term of execution by the Parties of such obligations is postponed commensurate with the time of action of these circumstances and also the time required for elimination of their consequences but not more than sixty (60) calendar days. In case the force majeure circumstances continue to operate over the specified period or when by the occurrence it becomes obvious for both Parties that they will act over this period, the Parties undertake to discuss opportunities of alternative ways of execution of this Agreement or its termination without a refund. The Contractor undertakes to refund the Customer the unused funds of his Agreement.

7. PERIOD OF VALIDITY OF THE AGREEMENT

- 7.1. The present Agreement takes effect from the moment of conclusion by any of the methods specified in p. 1.3. of the present Agreement and is of indefinite duration and shall continue until the termination of the contract at the initiative of one of the Parties with prior written notice to the other Party not less than ten (Ten) calendar days prior to the proposed date of termination in accordance with the terms of the Agreement or by mutual consent. Via annexes or supplementary agreements to the Agreement Parties can establish any other terms of validity of the Agreement or its separate annexes.
- 7.2. The present Agreement can be terminated before expiry:
- 7.2.1. At the initiative of any Party by insolvency (bankruptcy) of any of the Parties or in the case provided for by section 6 of this Agreement.
- 7.2.2. By written agreement of the Parties.
- 7.2.3. At the Contractor's initiative:
- in case of violation by the Customer of any terms of paragraphs 2.2.1. – 2.2.10. of the present Agreement or its Annexes;
 - in case the Customer makes technical or other actions not stipulated by the Agreement, not sanctioned by the Contractor, caused or able to cause damage or loss to the Contractor or third parties;
 - in case the Contractor receives the Customer's withdrawal of Consent to personal data processing (Annex #3) in writing.
- 7.2.4. At the initiative of the Customer at any time, in such case the unused balance of the Customer's funds under the Agreement the Contractor must return to the Customer by supplying of the relevant application containing Customer's Bank details.

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7.2.5. In accordance with p. 4.8. of the present Agreement.

7.2.6. The obligations of the Parties under the Agreement, which by their nature should continue (including the obligations regarding confidentiality, but not limited to) remain in force after the expiry of the present Agreement.

8. OTHER CONDITIONS

8.1. During the term of this Agreement and 3 (three) years upon termination of its effects all of the information reported by the Parties to each other in connection with the performance of their contractual obligations is confidential and may not be transferred by one of the Parties to any third persons without the prior consent of the other Party.

8.2. Subject to p. 8.1. of the present Agreement does not apply:

- to the information that may be requested by the competent authorities in accordance with legislation of the Russian Federation;

- to the information subject to disclosure by an enforceable court decision.

8.3. Dissemination of information to an indefinite circle of persons only on the fact of concluding the Agreement shall not require the consent of the Parties.

8.4. Neither Party may assign its rights and duties under this Agreement without the consent of the other Party excepting the cases provided for in the present Agreement.

8.5. All the disputes arising out of the present Agreement including in connection with its execution, violation, termination, invalidity are referred to the Arbitration court of Moscow.

8.6. The claim procedure of dispute settlement is mandatory. The deadline for response to the claim is set to 10 (ten) calendar days from the date of receipt.

8.7. The Contractor is entitled to require from the Customer additional charges of wasted resources if due to the fault or the initiative of the latter the volume of actually rendered services exceeded the volume of services stipulated by the terms of this Agreement.

8.8. Introduction of changes or modifications in the present text of the Agreement may only be made in the manner prescribed in this Agreement.

8.9. The Contractor guarantees that the transmitted by the Customer information, including Customer's personal data, will be used solely for the purpose of execution of the Agreement.

8.10. The Customer consents to the processing of his personal data. The list of personal data the processing of which consent is given is contained in the annexes to the Agreement. This consent is indefinite and is valid until its revocation. The withdrawal of this consent can be exercised by sending the Contractor an official letter in writing with acknowledgment of receipt requested. Withdrawal of consent to the processing of personal data entails the termination of the Agreement.

8.11. The Customer agrees that the information provided by filling out the applications and other documents, including in electronic form, placed by the Customer in the sections of these documents marked as "public" will be posted by the Contractor in search engines and will be open to the public. The list of required information published with the Customer's consent is available on the web-server of the Contractor.

8.12. The law governing the Parties relationship under this Agreement is the law of the Russian Federation.

8.13. From the date of entry into force of the present Agreement all the preceding correspondence, documents and negotiations between the Parties on the matters which are the subject of the Agreement lose validity.

9. REQUISITES OF THE PARTIES**The Contractor:**

Company name:	Limited Liability Company «SALENAMES»
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PSRN:	1057748734064
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Bank name:	PJSC "Binbank", Moscow

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E-mail (communication channel):	mailbox@salenames.ru
Telephone:	+7 495 7258850
Fax:	+7 499 6782182

The Customer:

Full name	
Passport (number, issue date and issuing authority, address registration):	
Postal address:	
Telephone:	
E-mail (communication channel):	

On behalf of the Contractor:

General director

"SALENAMES" LLC.

_____/Elena Serebryakova/

On behalf of the Customer:

_____/_____/

Date of registration of the Agreement in writing:

" ____ " _____ 20__ г.

" ____ " _____ 20__ г.