**Terms of service, Contract-Offer**

Agreement on the provision of services for hosting virtual web services and delegation of domain names on the Internet.

This Agreement, in which one party https://powon.net/ (hereinafter - the Contractor), on the one hand, and any person who accepted (accepted) this offer (hereinafter - the Customer), on the other hand, hereinafter together — The Parties, and each individually a Party, concluded this Agreement (hereinafter — the Agreement), addressed to an unlimited number of persons, which is an official public offer of the Contractor to enter into an Agreement for the provision of services with any Customer. When ordering and paying for the Services of the Contractor, the Customers accept the terms of this Agreement regarding the following

1. *TERMS*
	1. This Agreement is concluded by providing full and unconditional consent (acceptance) of the Customer to conclude the Agreement in its entirety, without signing a written copy of the Agreement by the Parties.
	2. The contract has legal force in accordance with pages 633, 641, 642 of the Civil Code of Ukraine and is equivalent to the Agreement signed by the Parties.
	3. The customer confirms the fact of familiarization with an agreement with all the terms of this Agreement in full by acceptance.
	4. Any of the following actions shall be considered acceptance of this public offer agreement:

- the fact of the Customer's registration on the Contractor's website and the execution of the Contractor's Services Order on the Contractor's website <https://powon.net/>.

- payment for the Contractor's Services on the terms and in the manner specified in this Agreement and on the relevant pages of the Contractor's Website <https://powon.net/>.

- written (including in electronic form by means of e-mail) notification of the Customer about acceptance of the terms of this Agreement to the e-mail address specified on the website <https://powon.net/>

1.5. By entering into this Agreement, the Customer automatically agrees to the full and

unconditional acceptance of the provisions of this Agreement, the prices for the Services and all appendices, which are integral parts of the Agreement.

1.6. If the Customer does not agree with the terms of the Agreement, he has no right

to enter into this Agreement, and also has no right to use the Services under this Agreement.

1.7. All the information provided by the Subscriber for the delegation of domain

names will be permanently stored in the database, the current status will be publicly available in real time.

1.8. When providing assistance to the Subscriber in the delegation of the domain name,

the Executor is not responsible for the terms and possible delays in delegation related to the technological features of the delegating organization. Also the Contractor is not responsible for the refusal of the delegating organization to delegate the domain name for any reason that does not contradict their internal Regulations.

1.9. The rights to the domain name, which are delegated under the current Agreement,

during the entire term of validity of the agreement, are transferred to the Customer, subject to the payment of the appropriate fee, in accordance with clause 4 of the current agreement

1. *TERMS AND DEFINITIONS*

“Public Offer Agreement" is a public agreement, a sample of which is posted on the website https://powon.net/.

"Acceptance" - the provision by the Customer of full and unconditional consent to the conclusion of this Agreement in its entirety, without the signing of a written copy of the Agreement by the Parties.

"Services" - the Service or several Services provided by the Contractor and specified by the Contractor in the relevant section of the Contractor's Website https://powon.net/.

"Customer" - any legally capable individual, legal entity, individual entrepreneur who visited the website https://powon.net/.

and accepted this Agreement.

"Executor" - a business entity, a natural person - an entrepreneur who provides services and details of which are specified in section 12 of this Agreement.

"Order" - a properly executed application of the Customer for receiving Services, addressed to the Contractor.

1. *SUBJECT OF THE AGREEMENT*

3.1. The Contractor undertakes to provide the Customer with the Services specified by the Contractor in the relevant section of the Contractor's website <https://powon.net/> under the conditions and in the manner specified in this Agreement.

And the Customer undertakes to accept and pay for the ordered Services under the conditions and in the manner specified in this Agreement.

3.2. The Customer and the Contractor confirm that this Agreement is not a fictitious or pretend transaction or a transaction concluded under the influence of pressure or deception.

1. *RIGHTS AND OBLIGATIONS OF THE EXECUTIVE*
	1. The executor is obliged to:

 fulfill the terms of this Agreement;

 provide the Customer with Services of appropriate quality;

 objectively inform the Customer about the Services and the terms of their

provision on the Website https://powon.net/.

4.2 The executor has the right to:

• unilaterally suspend the provision of services under this Agreement in case of violation by the Customer of the terms of this Agreement;

• other rights in accordance with the current legislation of Ukraine and this Agreement.

*5. RIGHTS AND OBLIGATIONS OF THE CUSTOMER*

5.1. The customer is obliged to:

timely pay and receive the Order under the terms of this Agreement;

familiarize yourself with the information about the Services, which is posted on the Contractor's website.

5.2. The customer has the right to:

• place an Order for the Services indicated on the relevant page of the Website https://powon.net/.

• require the Contractor to provide Services in accordance with the terms of this Agreement;

• other rights in accordance with the current legislation of Ukraine and this Agreement.

1. *ORDER PROCEDURE*
	1. The customer places the Order independently on the appropriate page of the Website <https://powon.net/>. by adding the Services to the virtual cart by clicking the appropriate "Add to Cart" button, or by using the payment system by clicking the "Buy" button, or by placing an order by e-mail or by phone number indicated in the contact section of the Website <https://powon.net/>. The Customer also has the opportunity to contact the Contractor in the messenger or other means of electronic communication.
	2. The term of processing by the Executor of the Order is up to 3 (three) working days from the moment of its registration. If the Order is sent on a weekend or holiday, the Order processing period begins on the first working day after the weekend.
2. *CONTRACT PRICE AND PAYMENT PROCEDURE*

7.1. The price of each individual Service is determined by the Contractor and indicated on

the corresponding page of the Website https://powon.net/. The price of the Contract (the value of the Order) is determined by adding the prices of all the Services selected by the Customer.

7.2. The Customer pays for the Services of the Contractor based on this Agreement in the

national currency of Ukraine - the hryvnia. The parties agree that the equivalent cost of the Services, determined on the relevant page of the website https://powon.net/ in US dollars or Euros, is paid by the Customer in hryvnias in accordance with the official exchange rate of the hryvnia to the US dollar established by the National Bank of Ukraine on the day issuance of an appropriate bill for the Services by the Contractor.

7.3. Payment for Services is carried out by:

7.3.1. transfer of funds to the current account of the Contractor (if the Customer is an individual or legal entity) or;

7.2.3. using other means of payment indicated on the Contractor's Website (if the Customer is an individual).

7.4. The moment of payment for the Services is considered to be the time when funds are credited to the Contractor's current account.

7.5. Payment for the Services shall be made by the Customer within 3 (three) banking days from the moment of conclusion of the Agreement by the Parties and issuance of the relevant invoice by the Contractor. The invoice drawn up by the Contractor is valid for three banking days.

7.6. The customer shall pay the cost of third-party services independently and at his own expense, if it is necessary to obtain the Contractor's Services under this Agreement.

1. *RESPONSIBILITY OF THE PARTIES AND RESOLUTION OF DISPUTES*

8.1. The parties are responsible for non-fulfillment or improper fulfillment of their obligations under this Agreement in accordance with the current legislation of Ukraine.

8.2. All disputes arising from this Agreement or related to it shall be resolved through negotiations between the Parties.

8.3. If the relevant dispute is impossible due to negotiations, it is resolved in a court of law according to the established jurisdiction and jurisdiction of such a dispute in accordance with the legislation in force in Ukraine.

8.4. The Contractor does not bear any responsibility for failure to provide or improper provision of Services to the Customer, provided that any circumstances arise that are not the fault of the Contractor (namely, the occurrence of circumstances that arose from the fault or carelessness of the Customer and / or the occurrence of circumstances that arose due to the fault or carelessness of any third party (any third parties) and/or force majeure).

1. *OTHER TERMS OF THE AGREEMENT*

9.1. Each Party guarantees to the other Party that it has the necessary legal capacity, but also all the rights and powers necessary and sufficient for the conclusion and execution of this Agreement in accordance with its terms.

9.2. Unilateral change of the terms of the concluded Agreement by the Customer or refusal to fulfill the terms of the concluded Agreement by the Customer is inadmissible, with the exception of the cases provided for in this Agreement. None of the Parties to this Agreement has the right to transfer its rights and obligations to third parties without the consent of the other Party.

9.3. The information provided by the Customer is confidential. Information about the Customer is used exclusively for the purpose of fulfilling his Order.

9.4. By his own acceptance of the Agreement, the Customer voluntarily gives his consent to the collection and processing of his personal data with the following purpose: the data that becomes known will be used for commercial purposes, including receiving information about the order and processing information about it, sending by telecommunications means of communication (electronic by mail, mobile communication) advertising and special offers, information about promotions or any other information about the activities of the Website <https://powon.net/>.

9.5. The Contractor is not responsible for the content and truthfulness of the information provided by the Customer when placing the Order. The Customer is responsible for the accuracy of the information specified when placing the Order.

9.6. The Customer is granted the right to use the Contractor's Services exclusively in its internal activities without the right to alienate or transfer them to third parties.

9.7. The Parties undertake to keep confidential information obtained as a result of the implementation of this Agreement, except when this is authorized in writing by the other Party or required by state authorities in accordance with current legislation. The guilty Party is responsible for the disclosure of confidential information in accordance with current legislation.

9.8. The Agreement is public and open-ended and is valid until its termination by any of the Parties in accordance with the procedure established by this Agreement or current legislation, however in any case until the moment of its final execution by the Parties. The parties agreed that the term of this Agreement cannot be less than 3 (three) calendar months. This Agreement is considered to be agreed by the Customer and concluded at the location of the Contractor from the date of acceptance.

9.9. The executor independently determines the conditions of this Agreement and its annexes, which are its integral parts, in accordance with and in compliance with the requirements of the current legislation of Ukraine. The Contractor has the right to independently change and/or supplement the terms of this public Agreement and its annexes, including the rules for providing and receiving Services under this Agreement. At the same time, the Contractor guarantees and confirms that the current version of the text of this Agreement and its annexes posted on the Contractor's Website is valid.

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