

Agreement FASTPANEL

This Agreement constitutes an offer of P.A.G.M. OU (Registration No. 14118171, Republic of Estonia) to enter into the agreement on the terms and conditions stated below.

Please view the terms and conditions of this agreement before using the Products. Using the Products on other conditions is not allowed.

1. TERMS AND DEFINITIONS

1.1. Words and expressions used in this Agreement shall have the following meanings unless otherwise is expressly specified hereinafter:

a) Agreement means the text of the given document published in the Products distribution package and also on the Website at:

<http://fastpanel.direct> together with all its schedules, amendments, addendums and Binding documents.

b) Licensor means organization (P.A.G.M. OU) that grants a license to use its rights to intellectual property to another party, known as the licensee.

c) License means the right to use the Products subject to this Agreement limited by the License conditions.

d) License conditions means the scope of the rights granted and conditions of use of the Products defined according to this Agreement and Binding documents.

e) Order means the submission of the information about requested Products by the User to Licensor, selection of conditions of license and commitment of other actions specified on the relevant page of Licensor's Website or via functionality of the Products that are necessary for granting of the License.

f) User means a person who entered into the Agreement with the Licensor for its own benefit or for the benefit of others due to the applicable legislation and the Agreement.

g) Website means automated information system available at <http://fastpanel.direct> (including subdomains)

h) Products means software and/or databases possessed by the Licensor representing a platform for management of servers' and websites' functionality (hosting management panel).

i) Server means User's server including User's server equipment (local server) and virtual or dedicated server provided to User under the relevant agreement.

j) Personal Area shall mean personal section of the Website to which the User gets access after registration and/or logging in. The Personal Account is intended for storage of the User's personal information, for registration of Orders, for review of statistical information on the registered Orders, current status of the Statistics' data and for receipt of notices.

k) Personal Account shall mean information on the funds deposited to and deducted from as payment for the Licenses under the Orders specified. The User gets access to the Personal Account through the Personal Account.

l) Server administration is a set of measures with the direct participation of a technical support employee, aimed at ensuring the uninterrupted, safe and efficient operation of server equipment and software.

m) Prepaid services any services provided on a prepayment basis, including but not limited to products, licenses, and services provided through the partnership program, as well as other services specified in the Agreement

n) SSL certificates - SSL certificates purchased through the FASTPANEL billing system

2. AGREEMENT

2.1. To enter into this Agreement under the terms and conditions provided hereby the User is sufficient to perform any of the actions stated below:

- reproduction (installation) of Products on Server;
- launch of the Products on the Server;
- use of the Products in any manner.

2.2. Server administration is carried out on the Linux OS branches of Debian, Ubuntu, CentOS, Alma, Rocky, which are supported by the developer (Windows OS is not supported)

2.3. In case of purchase of License for a fee-based version of Product, this Agreement shall be deemed concluded upon

payment according to the selected License plan.

2.4. The above mentioned actions confirm User's acknowledgement and unconditional acceptance of User the terms and conditions set forth herein, and creates the agreement between the User and the Licensor governing the relationships between the Parties as to the use of the Products.

2.5. A binding condition for the conclusion and execution of the Agreement shall be unconditional acceptance and compliance by the User with the requirements and provisions taken with regard to the Parties stipulated by the following ("Binding documents"):

2.5.1. Privacy policy available on <http://fastpanel.direct>, which stipulates the terms of submission and use of personal information including personal data of the User.

2.5.2. License plans available on <http://fastpanel.direct> applied by the Licensor for calculation of License Fee on the date of the Order registration containing, in relation to the relevant kind and range of the Licenses, data on name and range of the Products, and, if necessary – time limits of Products' use; number of Servers on which reproduction, launch and use of the Products are allowed, limits of Products' use (number of websites simultaneously managed via Products), conditions of technical support and warranties as to the Products.

2.6. The Licensor reserves the right to modify the terms of the Agreement at any time at its sole discretion. The Licensor shall notify the User of the modifications by posting on the Licensor's Website, in the User Account or by relevant notice via e-mail or mail specified by the User upon submission of an Order or its performance, at its option.

2.7. In case of modifications of the Agreement such modifications come into force since notifying the User unless otherwise stipulated by the Agreement or defined additionally in such a notice. Modifications to this Agreement will not apply retroactively.

2.8. The Licensor shall approve, amend and supplement the Binding document for the Parties stipulated by the Agreement at its sole discretion and notify the User in accordance with a procedure of User's notification of the Agreement modifications.

3. LICENSE

3.1. The Licensor shall grant the User with the right to use the Products on the terms of a non-exclusive license and subject to the License conditions.

3.2. Unless otherwise is stipulated by the Binding documents, the User shall have the right to use the Products under the terms and conditions of the Agreement in the following ways:

3.2.1. reproduction (installation) of Products on Server;

3.2.2. using the Products for their functional purposes.

3.3. Licensed Products, terms of the License and the License fee as well as other License conditions shall be defined according to the provisions of Binding documents and, in case of fee-based License, shall be confirmed by actually paid License plan.

3.4. Licensed Products, term of the License and the License fee as well as other License conditions may be set forth in the invoice issued pursuant to this Agreement for User's payment, in case such invoice was issued.

3.5. Pages of Licensor's Website and/or invoices issued by Licensor pursuant to this Agreement with reference to Licensed Products and other conditions of License granting shall also be deemed binding for the Parties and constitute an integral part of this Agreement.

4. LICENSE RESTRICTIONS

4.1. Unless otherwise stipulated by the Binding documents or the technical documentation to the Products, the User is not allowed thereof independently or employing any third parties to do the following:

4.1.1. Reproduce, modify, and use the Products with violation of this Agreement including Binding documents.

4.1.2. Reveal the techniques, emulate, decompile, disassemble, decode and make any other similar actions in relation to the Products.

4.1.3. Create software products and/or services using the Products or databases included in their structure without prior permission of the Licensor.

4.1.4. Remove or in any way alter trademarks and copyright notices or other proprietary notices included in the Products.

4.1.5. Grant the right to use the Products to the third parties in order of sublicensing or assignment of this Agreement without prior written consent of the Licensor, unless otherwise is stipulated by the Binding documents.

4.2. Any rights and ways of use of the Products that are not expressly granted under this Agreement shall be deemed non-granted/prohibited by the Licensor.

4.3. Any copy of the Product on any media including all components of the Product, produced and used with violation the conditions of the Agreement, must be destroyed therewith, availability of this copy of the Product shall not be considered as lawful possession of the copy, permission to use such copy shall be deemed terminated.

5. RESPONSIBILITY (server administration)

5.1. Customer's responsibility:

- The Customer is obliged to provide the Contractor with all the necessary information for the provision of services, including:
 - Access to systems and data that need to be administered
 - Passwords and logins for accessing systems
- The Customer is obliged to comply with the instructions and recommendations provided by the Contractor after completion of the work
- The Customer is obliged to pay for the Contractor's services on time in accordance with the terms of the contract.
- The Customer is obliged to provide assistance to the Contractor in the provision of services, including:
 - Providing necessary information and documentation
 - Providing access to systems and data
 - Consulting on issues related to the operation of systems

5.2 Responsibility of the Contractor:

- The Contractor is obliged to provide administration services in accordance with the conditions specified in the contract, including:
 - Detailed description of the services provided
 - List of works included in the price
 - Procedure and deadlines for completing work
 - Providing progress reports
- The Contractor is obliged to ensure the confidentiality of the Customer's information received during the provision of services.
- The Contractor is obliged to take measures to ensure the safety of the Customer's data during the work, including:
 - Data backup
 - Protection against unauthorized access
 - Data recovery in case of failures
- The Contractor is obliged to promptly inform the Customer about any problems, conditions for the provision of services, as well as any changes in his work that may affect the quality of services.

6. DELIVERY

6.1. The order of delivery of Products and Licenses depends on type of the Products and applicable License conditions defined by the provisions of this Agreement, Binding documents and the relevant Order.

6.2. Delivery of the Products and granting of the Licenses shall be implemented by Licensor by providing access to the Products via Internet and/or enabling functionality of the Products according to the conditions of purchased License.

6.3. In case the access to the Products failed or relevant functionality of the Products was not enabled, and in other cases of essential defects of the Products that make impossible the use of the Products, User shall within Two (2) business days from the payment of the Order request to repeat the fulfillment of such Order, otherwise the Product and the License to such Product shall be deemed delivered by Licensor and received by User in compliance with this Agreement.

7. LICENSE FEE. PAYMENTS. REPORTS.

7.1. License fee

7.1.1. License fee for the Licenses granted under this Agreement depends on the parameters requested by the User and is set forth in Licensor's License plans that are in effect on the date of registration of the Order.

7.1.2. In case License plans stipulate that Products can be used free of charge within limitations, the License fee shall not be charged provided that User complies with such limitations.

7.1.3. In case the invoice for Products is issued pursuant to this Agreement, the License fee shall be indicated in such invoice.

7.2. Payments

7.2.1 The cost of server administration services starts from 20 euros and depends on:

- Task difficulty
- Solving time spend

7.3. License fee.

7.3.1. Unless otherwise stated in the invoice for Products, the User shall pay the License fee to pay fee in full advance, on the day of submission of the relevant Order.

7.3.2. Payments shall be made by wire transfer to the bank account of Licensor or via the payment service provider listed at the Licensor's Website.

7.3.3. The payment shall be deemed made:

7.3.3.1. as to the wire transfer - when the funds are credited to the Licensor's bank account;

7.3.3.2. as to the payment via payment service provider listed at the Licensor's Website - when service provider informed Licensor of such payment in full amount;

7.3.3.3. if there is a balance of Personal Account - when Licensor debited the full amount of License fee from the Personal Account.

7.3.4. The funds received from User are accounted in Personal Account as current balance according to the Licensor's data processing equipment that records the use of the Products and fees for such use.

7.3.5. The Parties acknowledge and agree to use data of Licensor's internal accounting system integrated with the Products, for confirmation of registered and fulfilled Orders and payments for such Orders.

7.3.6. Except when required by law, all fees for Licenses are non-refundable, even if they were early terminated before its expiration. In the event that Licensor must refund of all or part of the fees paid by User, such refund shall be made using the payment method and details originally used by the User to make the payment.

7.3.7 Payment in cryptocurrencies.

Once confirmed, transactions in crypto are permanent. They can't be canceled, altered, or reversed.

For security reasons and to prevent any abuses we don't refund money for payment in cryptocurrencies.

7.3.6. SSL certificates

SSL certificates are non-refundable, even if they are terminated early before their expiration date. In the event that Licensor is required to refund all or part of the fees paid by the User, such refund shall be made using the payment method and details originally used by the User to make the payment.

7.4. REPORTS

7.4.1. If this Agreement is executed for the benefit of User which is natural person, such User shall familiarize himself with notifications in Personal Area or sent by email with information on registered and fulfilled Orders for Licenses, and accounted and debited funds in payment of License fees for Licenses granted.

7.4.2. If this Agreement is executed for the benefit of corporation or other commercial entity (hereinafter - Corporate client), Licensor upon granting Licenses shall prepare Report (hereinafter - Report) in the current form approved by Licensor.

7.4.3. The Report in electronic form shall be sent to email of Corporate client or displayed in Personal area within Five (5) days from the date on which the License was granted.

7.4.4. Corporate client shall have the right to receive copy of the Report on paper media at Licensor's office. At the request and expense of Corporate client the copy of the Report on paper media will be sent by Licensor by mail.

7.4.5. If no objections according to i. 6.3. was raised, other objections to the Report shall be considered as irrelevant. Such Report signed by Licensor shall be in full force and effect. Non-receipt of the Report shall not dispense User of payment for actually granted Licenses.

8. DISCLAIMER OF WARRANTY. LIABILITY.

8.1. Since functional capabilities of the Products are constantly supplemented and updated, the form and the nature of the Products and services provided on their basis can change from time to time without prior notice of the User. The Licensor shall have the right at his own discretion to stop (temporarily or finally) providing or supporting the Products (or any separate parts of the Products) in favor of the Users, and also to alter or withdraw the License without prior notice.

8.2. EXCEPT FOR EXPRESSLY SET FORTH HEREIN, LICENSOR MAKES NO ANY ADDITIONAL WARRANTIES, EXPRESS OR

IMPLIED, WITH RESPECT TO THE PRODUCTS OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) OR SERVICES SUPPLIED HEREUNDER.

8.3. THE PRODUCTS IS PROVIDED 'AS IS'. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, LICENSOR HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THEIR EQUIVALENTS UNDER THE LAWS OF ANY JURISDICTION.

8.4. LICENSOR MAKES NO ANY WARRANTIES THAT THE PRODUCTS SHALL CORRESPOND TO USER'S DEMANDS, THAT THE PRODUCTS SHALL FUNCTION IN COMBINATION CHOSEN FOR THE USE OR TOGETHER WITH DIFFERENT PRODUCTS OF A THIRD PARTY, THAT FUNCTIONING OF THE PRODUCTS WILL BE FAILURE-FREE OR FAULT-FREE, AND THAT ALL FAULTS OF THE PRODUCTS WILL BE CORRECTED.

8.5. UNDER NO CIRCUMSTANCES SHALL LICENSOR BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, STATUTORY, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OF ANY KIND WHATSOEVER, OR FOR ANY LOST PROFITS, BUSINESS OR REVENUE, LOSS OF USE OR GOODWILL, OR OTHER LOST ECONOMIC ADVANTAGE, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE BREACH HEREOF, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, STRICT LIABILITY, TORT, ANY FEDERAL OR STATE STATUTORY CLAIM, OR ANY OTHER LEGAL THEORY AND EVEN IF LICENSOR KNEW, SHOULD HAVE KNOWN, OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.6. NOTWITHSTANDING ANYTHING ELSE, THE LICENSOR'S TOTAL LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNT OF LICENSE FEE PAID BY USER TO LICENSOR FOR THE LICENSE TO THE PRODUCT THE USE OF WHICH CAUSED SUCH LIABILITY

8.7. The User is responsible for any violation of the obligations provided by the Agreement and (or) an applicable legislation, and also for all the consequences of such violations (including any damages which the Licensor and other third parties may suffer).

8.8. Consumer Protection Legislation might not be applicable to the relations of the Parties with respect to the License granted a free-of-charge basis.

8.9 Submission of claims (server administration):

- Claims for work performed are accepted only within three working days from the date of completion of the relevant work or submission of a report on the work done.
- The customer must submit a complaint in writing, including a detailed description of the problem or nonconformity.
- After receiving the complaint, the Contractor undertakes to consider it within a reasonable time and take measures to resolve the problem or discuss additional actions with the Customer.
- Claims received after the expiration of the specified period may be rejected by the Contractor without further consideration, unless the reason for the delay was objectively insuperable.

9. FORCE MAJEURE

9.1. No Party shall be responsible for the improper performance of its obligations under this Agreement if the relevant Party is able to prove that such improper performance is caused by the force majeure circumstances, i.e. extraordinary circumstances beyond the reasonable control of the Parties. The force majeure circumstances include, in particular, strikes not caused by actions of the Party, floods, fires, earthquakes and other acts of God, military actions, acts of state and local authorities, and other circumstances of the similar nature.

9.2. In case any of the Parties is affected by the force majeure circumstances, it shall, within ten (10) days upon occurrence of the force majeure circumstances, notify the other Party to that effect in writing. The written notice shall contain a description of the force majeure event and an assessment of its consequences, as well as an explanation of how this event may affect the implementation of the Party's obligations under the Agreement and when the affected Party will be able to perform such obligations.

9.3. Should the force majeure circumstances preventing performance of the obligations under this Agreement appear, the time for performance of such obligations shall be proportionally extended for a period equal to the time of duration of such circumstances unless otherwise provided in this Agreement.

9.4. In case the force majeure circumstances last for two (2) months, or if at the moment of emergence of the force majeure circumstances there is good reason to believe that they will last not less than 2 (two) months, the Parties shall promptly enter into negotiations with a view to development and implementation of other ways of performance or appropriate alteration of this Agreement.

9.5. If the Party which is unable to perform its obligations due to the force majeure fails to promptly notify the other Party to that effect, it has no right to refer to such circumstances.

9.6. The release of the Party from the responsibility for non-performance and / or improper performance of its obligations under this Agreement which are impossible to fulfill, shall not imply the release of the Party from the responsibility for non-performance of any other obligations that are not considered by the Parties as impossible to fulfill.

10. GOVERNING LAW AND DISPUTES RESOLUTION

10.1. Governing law. This Agreement as well as other relationships between the Parties with respect to this Agreement shall be governed by the current legislation of the Republic of Estonia.

10.2. In case of disputes related to this Agreement and use of the Products the Parties shall take due care and diligence settle such disputes with the preliminary complaint procedure.

10.3. Arbitration. If the Parties fail to settle the above mentioned disputes or differences through negotiations, any disputes regarding this Agreement, performance thereof, or other relevant relations of the Parties shall be settled by the court in the place where the Licensor is domiciled in accordance with the procedure of such court.

11. FINAL PROVISIONS

11.1. Exchange of documents via fax or email shall be available. Documents that are delivered via fax or email shall be deemed valid subject to confirmation of delivery of the message containing them.

11.2. User's actions with respect to use of the Products as well as electronic documents submitted at the Website or through the Products shall be deemed done by User to which login and password belong.

11.3. User may not provide his login and password or access to email to the third party and shall be solely responsible for their confidentiality and private use.

11.4. In case of unauthorized access to User's login and password, their loss or loss of their confidentiality, User must promptly notify Licensor by email message from the email registered at the Website.

11.5. In case of loss or unauthorized access to User's email registered at the Website, User, their loss or loss of their confidentiality, User must promptly replace the registered email with the new one and notify Licensor by email message from the new email.

11.6. The Parties may send notices under this Agreement to each other, unless otherwise stipulated by the Agreement:

1) via e-mail

a) to the e-mail address of the User specified upon Order registration from the e-mail address of the Licensor indicated in this Agreement, in case the notice is addressed to the User and b) to the email address of the Licensor indicated in this Agreement from the e-mail address of the User specified upon Order registration;

2) via electronic notice for the User in the Personal Area;

3) via fax;

4) via mail with acknowledgement of receipt or via courier service with acknowledgement of delivery.

11.7. By acceptance of this Agreement the User willfully and knowingly, for his own benefit gives written consent for personal data processing in accordance with the Privacy Policy.

11.8. The Licensor has the right to request any additional information such as photocopies of the identification documents or credit cards, should it be necessary to verify the User's identity or to prevent fraud.

11.9. Licensor shall have the right to make public the fact of this Agreement and refer to the User or entity that is represented by the User as a customer of Licensor.

11.10. If any of the clauses or/and conditions of this Agreement is recognized invalid or/and of no juridical power such recognition does not influence the validity of any other clauses and conditions of this Agreement which remain in force.

11.11. Without contravening the terms and conditions of this Agreement the Parties have the right at any time to formalize this Agreement as written document on paper media incorporating the content of the current Agreement between the Parties, the Binding documents stipulated thereby and registered Orders.

The Licensor's details:

P.A.G.M. OU (Registration No. 14118171, Republic of Estonia)

VAT ID EE101980252

Rakvere tn 6a-3, Jõhvi linn, Jõhvi vald, Ida-Viru maakond, 41532

SUPPORT@FASTPANEL.DIRECT

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Dated «01» May 2024

