Agreement. Public Offer

The following information is an official agreement (public offer) between the "Provider" - Vortara (an individual entrepreneur offering technological and consulting services) - and the "User" - an individual or legal entity. This offer is a public contract in accordance with the current legislation of the Republic of Kazakhstan. It is legally binding, and the terms of this offer are the same for all service consumers and cannot be cancelled or modified by the other party.

By agreeing to this agreement, which is fully accepted by registering on the website, you confirm your consent to the rules and definitions described in the public offer agreement.

The offer agreement is available in Russian at https://vortara.io/assets/documents/offerta-ru.pdf and has the same legal force.

1. Basic Terms and Concepts

Hosting is a service that provides computing power for physically hosting information on the internet.

Virtual hosting is a type of hosting where multiple websites are located on a single server.

Reselling is a service for reselling virtual hosting and other provider services.

User is a Provider's client who has ordered services.

Server is a software and hardware complex on the network that shares resources among multiple users.

Spam is the sending of commercial, political, or advertising emails without the recipient's consent.

Personal Account is a web interface for managing your personal account and services (ordering, renewing, and changing services).

Personal Account is an account used for keeping records of settlements, which reflects all financial and credit transactions with the User.

Email is a technology and the services it provides for sending and receiving electronic messages (known as "letters" or "emails") over the internet.

Recurring payment (automatic renewal) is a service that automatically debits funds from the User's bank card or personal account to pay for the Provider's services on a regular basis, without the need to re-enter payment information or explicitly confirm each individual payment.

2. General Provisions

2.1. By ordering virtual hosting services from the Provider through their personal account in the volumes and under the terms corresponding to the plan selected by the User, the User agrees to these Rules and assumes the rights and obligations established by these Rules.

2.2. The User is fully responsible for the compliance of the information content of their server (website) and the fact of posting (distributing, transmitting) such content with the current legislation of the Republic of Kazakhstan.

2.3. The specific list and scope of services is determined based on the User's order or a separate agreement/contract.

2.4. The Provider is not responsible for the performance of communication lines provided by other organizations;

2.5. The Provider is not liable for any consequential damages or lost profits of the User. The Provider does not guarantee the acceptance of the User's mail from remote networks whose addresses are blacklisted by spam filters.

2.6. The Provider is not liable for vulnerabilities on the User's resources.

3. Rights and Obligations of the Provider and the User

3.1. The Provider has the right to:

3.1.1. Unilaterally change the terms of these rules. The effective date of any changes to these rules is the date of their publication on the Provider's official website (vortara.io);

3.1.2. Request documents from the User confirming the accuracy of the data provided during registration in the Provider's account system;

3.1.3. The Provider has the right to disclose information about the User only in accordance with the current legislation of the Republic of Kazakhstan;

3.1.4. The Provider has the right to carry out scheduled technical work to upgrade or maintain equipment with at least 24 hours' prior notice to the User. In the event of an emergency, the Provider has the right to carry out unscheduled maintenance without prior notice, subsequently informing the User of the reasons and duration of the interruption.

3.2. The Provider undertakes to:

3.2.1. Provide services to the User in accordance with these rules;

3.2.2. Provide consultations on issues related to the provision of services to the Customer via email: support@vortara.io. Such consultations are provided during the Provider's business hours, as indicated on the Provider's website;

3.2.3. Register the User and provide an identification name (login) and password to access the Provider's account (Personal Account) via email;

3.2.4. Open an individual User Account and credit funds received from the User to the specified account;

3.2.5. Provide the User with resources according to the Provider's equipment tariffs;

3.2.6. Ensure third-party access to the User's resource on the Internet;

3.2.7. Ensure the operability of the primary and secondary name servers

3.2.8. Provide the ability to use the email service with the information volume limited by the selected tariff plan;

3.2.9. The Provider undertakes to respond to messages from the User sent only from the contact email (the contact email is the email specified in the User's details during registration) or from the personal account, via the ticket system;

3.2.10. Upon termination of services, the Provider undertakes to store the User's data for 30 calendar days for virtual hosting and reselling plans, and for 15 calendar days for dedicated server (VPS/VDS) plans. After this period, the data is permanently deleted.

3.3. User Rights

3.3.1. Require the Provider to provide services in accordance with these rules and the selected tariff plan.

3.3.2. Receive technical support regarding service usage during the Provider's business hours.

3.3.3. Request a refund from your personal account upon early termination of the agreement in accordance with the procedure set forth in Section 7 of these rules.

3.3.4. Activate or deactivate the automatic renewal service (recurring payments) at any time through your personal account without penalties, fees, or other restrictions, in accordance with the terms of Section 5.12 of these rules.

3.3.5. Receive advance notifications of upcoming automatic debits and confirmation of completed payments in accordance with Sections 5.12.4 and 5.12.5 of these rules.

3.3.6. Dispute an automatic debit and request a refund of erroneous or unauthorized debits in accordance with Section 5.12.12 of these rules.

3.4. User Obligations

3.4.1. Accept and pay for the Provider's services in accordance with these rules and the Provider's tariffs;

3.4.2. Comply with these rules and refrain from the actions specified in paragraph 4 of these rules;

3.4.3. Make advance payments for Services promptly and in full;

3.4.4. Provide only accurate and up-to-date information when registering the User in the Provider's account system. If inaccurate information is provided, the Provider reserves the right to suspend services until accurate information is received from the User;

3.4.5. The User is solely responsible for the security of the received access details (login/ password) for accessing the Provider's account system and for any losses or other damages in the event of their loss. If access details are lost, the User must contact the Provider with a request to change them. If access details are transferred to third parties, the User is responsible for their activities;

3.4.6. The User independently monitors the status of their Personal Account, ensuring timely payment and renewal of services, and bears the costs of processing payments (paying bank operating expenses).

3.4.7. To ensure security, the User is obligated to regularly update the software installed on their virtual server.

4. The User is prohibited from:

4.1. Spamming in any form;

4.2. Destructive actions of any kind are prohibited (running untested, resource-intensive programs, which may negatively affect the overall functionality of the hosting service, spreading viruses, etc.);

4.3. Posting programs intended for spam can be used for unauthorized access (in particular, IRC);

4.4. Publishing any pornographic materials, including erotica, is unacceptable;

4.5. Publication of any materials that violate the laws of the Republic of Kazakhstan and/or offend the honor and dignity of others;

4.6. Hosting software (binary code, scripts, etc.) acting as a server or independent service on the Provider's servers;

4.7. Hosting any information or software that contains computer viruses or other components equivalent to them;

4.8. Selling illegally acquired products (ICQ numbers, email accounts);

4.9. Hosting redirects to websites prohibited by the laws of the Republic of Kazakhstan, phishing pages, file-sharing services, torrent trackers, casino sites (and any gambling projects), etc. on the Provider's servers;

4.10. Engage in any actions aimed at restricting or impeding other users' access to services, or attempting unauthorized access to Provider resources or other systems accessible via the Internet;

4.11. Any distribution and/or use of materials partially or fully protected by copyright, without the copyright holder's permission;

4.12. Exceeding the User's consumption of any server system resources, with the exception of those guaranteed by the tariff plan, which leads or may lead to a deterioration in the quality of services provided to other Users;

4.13. Unauthorized scanning of any IP address ranges by the User;

4.14. Use the Provider's services to post, distribute, store, transmit, or otherwise use information related to fraud, user deception, phishing, illegal financial schemes, the sale of counterfeit goods, the illegal collection of personal data, malware, or other illegal activities.

4.15. If violations of paragraphs 4.1-4.14 are detected, the Provider will notify the User with a notice requiring them to correct the violation within 24 hours. If the violation is not corrected within the specified timeframe or creates an immediate threat to the security or operability of the Provider's infrastructure, the Provider has the right to temporarily suspend services until the violation is corrected.

4.16. In the event of a repeated violation or the User's refusal to correct the violation within 3 business days of the suspension of services, the Provider reserves the right to completely terminate services and unilaterally terminate the agreement without a refund for the unused period.

4.17. The User has the right to submit reasoned objections regarding the identified violation within 24 hours of receiving the notification. The Provider undertakes to review the objections within 2 business days.

5. Terms of Payment for Provider's Services

5.1. The cost of Services is determined in accordance with the pricing plans specified in Appendix No. 1 to these rules, as well as on the Provider's website and in the User's personal account;

5.2. The cost of Services is set in tenge, including VAT. Payment methods include cash and bank transfer;

5.3. Services are paid for based on an invoice issued by the User using their personal account;

5.4. The User shall pay for Services on a 100% prepayment basis, unless otherwise provided by an agreement between the Provider and the User;

5.5. By ordering a Service through the User's personal account, the User agrees to pay for the Services according to the tariff plans in effect at the time of order fulfillment.

5.6. Funds transferred by the User are considered credited to the Personal Account in their personal account once they have been received in the Provider's bank account. If cash is paid at

the Provider's cash desk, they are considered credited to the Personal Account immediately after payment.

5.7. Invoices for Services must be paid within 5 business days of the date of issue, unless otherwise specified on the invoice.

5.8. If payment is overdue for more than 3 days, the Provider reserves the right to suspend provision of Services until payment is received.

5.9. The Provider undertakes to provide the User, upon request, with a certificate of completion and an invoice (if necessary) within 5 business days of receiving the request.

5.10. In the event of early termination of the Agreement at the User's initiative, a refund for the paid but unexpired period will be made within 10 business days of receipt of the User's written request, less the cost of services actually rendered, expenses actually incurred by the Provider, and payment system fees.

5.11. If tariffs are changed, the Provider undertakes to notify Users at least 30 calendar days prior to the change taking effect by posting on the website and/or sending a notice to the contact email address. New tariffs do not apply to services paid for prior to the effective date of the changes.

5.12. Recurring Payments (Automatic Service Renewal)

5.12.1. The User has the right to activate the automatic renewal service (recurring payments) in their personal account at their sole discretion. Activation is accomplished by explicitly agreeing (checking the appropriate box) and linking a bank card or specifying a personal account as the source of automatic debits.

5.12.2. By activating recurring payments, the User explicitly consents to the Provider regularly debiting funds in the amount of the service cost according to the current tariff plan, in order to ensure timely service renewal without requiring additional confirmation of each individual payment.

5.12.3. Automatic debits are made three (3) calendar days prior to the end of the paid service period. If there are insufficient funds on the bank card or personal account, the Provider will attempt to debit the funds again within the following two (2) calendar days.

5.12.4. The Provider undertakes to notify the User of an upcoming automatic debit no later than five (5) calendar days prior to the debit date to the contact email specified during registration. The notification must include:

- the date and time of the upcoming debit;
- the debit amount, including the currency;
- the service period for which payment is being made;
- the name of the service and tariff plan;
- the method for disabling automatic renewal.

5.12.5. After each successful automatic debit, the Provider will send the User a payment confirmation to the contact email within 24 hours of the debit. The confirmation must include the date, time, payment amount, service period, and contact information for contacting customer support.

5.12.6. The User has the right to disable automatic renewal of services at any time through their personal account without any penalties, additional fees, or restrictions. Disabling the service is effective immediately and applies to all subsequent periods. Disabling automatic renewal does not affect the already paid period of services.

5.12.7. If the price of the tariff plan changes, the Provider undertakes to notify the User who has activated automatic renewal at least 30 calendar days before the first automatic charge at the new price. The notification will be sent to the contact email and must include:

- the new price for services;
- the effective date of the changes;
- the User's right to disable automatic renewal without consequences.

5.12.8. If the automatic charge is not made due to technical reasons beyond the User's control (payment system failure, technical failure on the Provider's side), the Provider undertakes to provide the User with an additional grace period of at least three (3) calendar days to pay for services without suspending their provision.

5.12.9. If funds have not been debited after all automatic debit attempts (including repeated attempts in accordance with Section 5.12.3), automatic renewal is deactivated, and the Provider will notify the User to make a manual payment and, if desired, reactivate automatic renewal.

5.12.10. The Provider does not store the User's full bank card details. Payment data is processed through certified payment systems and processing centers in accordance with international PCI DSS security standards. The Provider is responsible for protecting the User's personal data in accordance with the personal data laws of the Republic of Kazakhstan.

5.12.11. The User undertakes to promptly update the linked bank card details in their personal account in the event of a card reissue, a change in expiration date, or other changes to payment details. The Provider is not responsible for the failure to automatically debit funds due to the invalidity or outdated nature of the payment details provided by the User.

5.12.12. In the event of a dispute regarding an automatic debit, the User may contact the Provider's support team by email at support@vortara.io or through the ticket system in their personal account. The Provider undertakes to review the request within 5 business days and provide transaction details. If an erroneous or unauthorized debit is detected, the Provider undertakes to refund the funds to the User's personal account or bank card within 10 business days of confirming the error.

5.13. Refund Procedure

5.13.1. The Provider's services are provided continuously from the moment the User's access to the ordered resources is activated. The commencement of the service provision is deemed to be the provision of services to the User in accordance with the selected tariff plan.

5.13.2. Funds paid by the User for the period of actual provision of services of adequate quality are non-refundable. In the event of early termination of the agreement, only the unused portion of the prepayment for the period during which services were not actually provided is refundable, less expenses incurred by the Provider and payment system fees in accordance with Section 5.10 of these rules.

5.13.3. The period of actual provision of services is considered to be the time from the moment the service is activated until its suspension or termination for any reason. Failure by the User to use the provided resources (failure to post data, failure to log in to the system, etc.) does not constitute grounds for a refund for the period of their actual availability.

5.13.4. Refunds for services of inadequate quality will only be issued in the event of documented violation of the terms of this Agreement by the Provider and subject to the User's compliance with the claims procedure established in Section 8 of these rules. The refund amount is calculated proportionally to the period during which the services were not rendered in adequate quality.
6. Liability of the Parties

6.1. The Parties shall be liable for failure to fulfill or improper fulfillment of their obligations under this Agreement in accordance with the legislation of the Republic of Kazakhstan.

6.2. For late payment of services, the User shall pay a penalty in the amount of 0.1% of the outstanding amount for each day of delay, but not more than 10% of the total outstanding amount.

6.3. The Provider's maximum liability to the User for breach of the Agreement shall be limited to the amount paid by the User for services in the last month prior to the occurrence of the event giving rise to the claim.

6.4. The Provider shall not be liable for:

- damages arising from the actions or inactions of third parties (communication providers, electricity operators, etc.);
- damages arising from hacker attacks, DDoS attacks, or other illegal actions of third parties;
- loss of User data due to the absence of backups;
- damages resulting from the User's use of outdated or vulnerable software;
- interruptions in service due to scheduled maintenance, subject to prior notice to the User.

6.5. The User is solely responsible for:

- the accuracy of the data provided during registration;
- the security of their account information (login and password);
- all actions performed under their account information;
- the content of the information posted and its compliance with the laws of the Republic of Kazakhstan;
- claims of third parties related to the content of the information posted or the use of the services.

6.6. The Parties are exempt from liability for any full or partial failure to fulfill their obligations under the Agreement if such failure is due to force majeure circumstances, such as natural disasters, military action, terrorist acts, legislative changes, decisions of government agencies, mass riots, or failures in communication lines or power supply systems. The party unable to fulfill its obligations must notify the other party within 3 business days of the occurrence of such circumstances.

7. Term and Termination of the Agreement

7.1. This Agreement shall enter into force upon the User's registration on the Provider's website and shall remain in effect indefinitely until terminated by either party.

7.2. The User has the right to terminate the Agreement at any time by sending a written notice to the Provider's email address at least 5 calendar days prior to the intended termination date. In such case, the User is obligated to pay for all services actually rendered up to the termination date.

7.3. The Provider has the right to unilaterally terminate the Agreement in the following cases:

- systematic (more than 2 times) violation of the terms of this Agreement by the User;
- failure to pay for services for more than 10 calendar days from the date of invoice;
- knowingly providing false information upon registration;
- using the Services for illegal activities.

7.4. The User will be notified of termination of the Agreement by the Provider at least three business days prior to the expected date of termination, except in cases of gross violation of the Agreement's terms or illegal actions.

7.5. Upon termination of the Agreement, the Provider will cease providing services from the date of termination and will retain the User's data for the periods specified in Section 3.2.10 of these rules.

7.6. Termination of the Agreement does not relieve the parties from fulfilling obligations that arose prior to termination.
8. Dispute Resolution

8.1. All disputes and disagreements arising between the parties under or in connection with this Agreement shall be resolved through negotiation.

8.2. If disputes cannot be resolved through negotiations, either party has the right to send a written claim to the other party. The claim must be reviewed within 10 business days of its receipt.

8.3. Claims are sent:

- from the User to the Provider: by email to support@vortara.io or through the ticket system in your personal account;
- from the Provider to the User: to the contact email specified during registration.

8.4. If the dispute is not resolved through the complaint procedure, it shall be resolved by court proceedings at the location of the Provider in accordance with the laws of the Republic of Kazakhstan.

9. Final Provisions

9.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kazakhstan.

9.2. All amendments and additions to this Agreement shall take effect upon their publication on the Provider's official website, unless otherwise specified in the text of the amendments.

9.3. Continued use of the Services after the amendments take effect constitutes the User's consent to such amendments. If the User does not agree with the amendments, they have the right to terminate the Agreement in accordance with the procedure set forth in Section 7.

9.4. The Parties undertake to notify each other of any changes to their details (legal address, bank details, contact information) within 5 business days of such changes.

9.5. The User consents to receive informational, technical, and advertising messages from the Provider via email and other communication channels specified during registration.

9.6. Issues not regulated by this Agreement are governed by the current legislation of the Republic of Kazakhstan.

9.7. If any provision of this Agreement is deemed invalid, this shall not entail the invalidity of the remaining provisions of the Agreement.

9.8. The text of this agreement is publicly available on the Provider's official website. The User undertakes to independently monitor changes to the terms of the agreement.

10. Provider's Details

Name: Sole Proprietorship for Technological and Consulting Services
Legal Address: Almaty Region, Ili District, Bayserkensky District, Bayserken Village, Bereke Street, Building 1
INC: KZ32722C000055981967
Bank: Kaspi Bank JSC
BIC: CASPKZKA
Email for technical support: support@vortara.io
Email for general inquiries: support@vortara.io
Website: vortara.io