



WEB-SINGULARITY

Terms of Service

By these Terms of Service, Singularity Telecom (IP Men Danil Valentinovich) and individuals or legal entities, entering this agreement, (by ordering service at Singularity Telecom) hereinafter referred to as "Customer", agree as follows:

1. General Terms and Conditions

1.1. These Terms shall take effect upon entry into force of the Contract and shall remain in effect until the parties perform their obligations.

1.2. These Terms and Conditions may be changed by the Contractor unilaterally without special notification of the Customer.

1.3 The Term of this Agreement will begin on the Commencement Date (as defined on the Term Sheet) and shall remain in full force and effect for the duration of a twelve (12) month Term,

2. Definitions

2.1 "Service Fee" consists solely of the base monthly service fee paid by a Customer for the selected Singularity Telecom Services and excludes all other fees which might be charged to the Customer, including but not limited to, set-up fees, fees for local loop, space rental fees, charges for additional services such as management services, incremental bandwidth usage or hard drives beyond that which are available without additional charge under Singularity Telecom standard rates, hourly support and other types of optional additional Services.

"Services" shall include any one or more of the following:

- Dedicated Server, Cloud server or VPS server: a type of internet hosting in which the Customer leases an server with specified isolated resources.
- Ipv4 Ipv6, Internet protocol which assigned to customer by :
Routing on leased at Singularity Telecom server
Allowing to use on the Customer's side by providing LOA (Letter of Authorization) and creating Route objects in RIPE Database.
- Routing service: Providing Singularity Telecom resources to accept, announce and route Customer's own IP address space
- Full service: Providing hosting resources, Ipv4/Ipv6 addresses space, and Internet traffic, combined in 1 service.
- Bandwidth Service: Providing dedicated internet port to Customer's hardware, (own or leased with Singularity Telecom)

“Customer” individuals and legal entities, entering this agreement, (by ordering service at Singularity Telecom)

“Contractor or Singularity Telecom” Service provider, IP Men Danil Valentinovich , hereinafter referred to as the «Contractor” and Singularity Telecom, represented by the General Director, Men Danil Valentinovich

“Terms of Service (“TOS” or “Agreement”)” shall mean the agreement in effect from time to time between Singularity Telecom and the Customer, which is subject to these TOS and any other document or form that may be designated by Singularity Telecom from time to time in accordance herewith as forming part of these TOS.

2.2 Use of Singularity Telecom Services constitutes acceptance and agreement to Singularity Telecom policies, being its Acceptable Usage Policy (“AUP”) and its Privacy Policy, attached hereto as well as Singularity Telecom TOS.

2.3 All provisions of this Agreement are subject to the TOS, Privacy Policy and AUP of Singularity Telecom. The AUP and Privacy Policy may be changed at the discretion of the Contractor. The Customer understands that changes to the AUP by the Contractor shall not be grounds for early termination of this Agreement or non-payment.

2.4 Disclosure to Law Enforcement: The AUP specifically prohibits the use of Singularity Telecom Services for illegal activities. Therefore, the Customer accepts and agrees that the Contractor may disclose any and all Customer information, including but not limited to assigned IP numbers, account history and account use to law enforcement agents without consent or notification to the Customer if it is required to do so by law. Singularity Telecom will not disclose Customer information to third parties. Singularity Telecom shall have the right to terminate all Services set forth in this Agreement should the Customer use the Services for illegal purposes.

3. Prohibition of malicious actions

3.1. By purchasing the Contractor's Services, the Customer acknowledges that they will not use the services for any malicious actions or illegal activity.

You may not use the services to publish content or engage in activity that is illegal under applicable law, that is harmful to others, or that would subject us to liability, including, without limitation, in connection with any of the following, each of which is prohibited under Singularity Telecom AUP:

- Phishing or engaging in identity theft
 - Distributing computer viruses, worms, Trojan horses, or other malicious code •
 - Distributing pornography or adult related content or offering any escort services
 - Promoting or facilitating violence or terrorist activities
 - Infringing the intellectual property or other proprietary rights of others
- Enforcement
- SPAM and UCE
 - Any other illegal activity

3.2. It is prohibited to hack servers or other actions aimed at security violations. In case of detection of such actions the Contractor has the right to delete such sites, and suspend or terminate Customer's account.

3.3 UCE (unsolicited commercial e-mail)/SPAM policy

Singularity Telecom takes a zero-tolerance approach to the sending of SPAM over its network, meaning that Customers of the Contractor may not use or permit others to use the Singularity Telecom network to transact in UCEs. Customers of Singularity Telecom may not host or permit the hosting of sites or information that is advertised by UCEs from other networks. Violations of this policy carry severe penalties, including termination of the Services.

If a Customer is found to be in violation of Singularity Telecom SPAM policy, the Contractor may, in its sole discretion, restrict, suspend or terminate the Customer's account. Singularity Telecom will notify law enforcement officials if the violation is believed to be a criminal offense.

Customers are not to send spam from their servers.

As Singularity Telecom Customers are ultimately responsible for the actions of their clients over the Singularity Telecom network, it is advisable that Customers develop a similar or stricter policy for their clients.

3.8. The Contractor is not responsible for the content of information nodes, created and maintained by the Customer or his end user's, and does not perform any prior censorship. In case of evident violation of the legislative provision of the Services may be suspended without prior notice. At the same time the Contractor has the right to control the content of information resources of the Customer or its users, if necessary.

3.9. The Contractor is not responsible for violation of the rights of third parties resulting from the actions of the Customer made with the use of the Services provided by the Contractor.

3.10. The Customer is fully responsible for the actions listed in this section of the Terms, as well as for the compliance of the information content of his Service and the fact of placement (distribution, transfer) of this content with the current legislation.

3.11. The Customer assumes full responsibility and all risks associated with the use of the Internet through the resources and/or services of the Contractor.

4. Notification of Violation

4.1. Singularity Telecom is under no duty to look at each Customer's activities to determine if a violation of the AUP has occurred, nor does Singularity Telecom assume any responsibility through its AUP to monitor or police Internet-related activities.

4.2. Account Limits due to violation of AUP : Any Customer, which Singularity Telecom determines to have violated any element of the Contractor's AUP, shall receive an email, warning him/her/it of the violation.

The Services may be subject, at Singularity Telecom discretion, to a temporary suspension pending a Customers agreement in writing, to refrain from any further violations.

4.2. Suspension of Service or Cancellation

Singularity Telecom reserves the right to suspend network access to any Customers if, in the judgment of the Singularity Telecom network administrators, the Customer's server is the source or target of the violation of any of the terms of the Contractor's AUP. If inappropriate activity is detected, all accounts of the Customer in question may be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The Customer will not be credited for the time the Customer's machines are suspended for any reason, including late payment of Fees .

5. Payments

5.1. The Customer shall pay Singularity Telecom all fees due upon receipt of an invoice specifying the amounts due ("Fees"). Fees are due and payable by the Customer within 5 days of the date of the invoice. The Acceptance by the Contractor of late or partial payments shall not waive any of Singularity Telecom rights to collect the full amount due under this Agreement.

5.2 Late or non payment.

Services will be suspended on Customer's accounts that reach 5 days past the invoice due date and a ten percent (10%) late fee will be added to the outstanding balance. Contractor may temporarily deny Services to the Customer by placing the Customer's account into a suspended state or terminate this Agreement upon the failure of the Customer to pay charges in time. Such suspension or termination will not relieve the Customer of his responsibility to pay all accrued charges.

5.3. Service Rates

The Customer accepts and agrees that the nature of the Services and the initial costs and charges have been communicated to the Customer. The Customer agrees to pay all fees and charges specified and relating to this Agreement, on a monthly basis.

The Customer is aware that the Contractor may prospectively change their specific rates and charges, based on rates charged to the Contractor by its suppliers.

5.4. Refund and Disputes

All payments to Singularity Telecom are non-refundable, regardless of usage. All overcharges or billing disputes must be reported within 10 days of the time the dispute occurred.

6. Substitution or refusal from the Services

6.1. The Customer has the right to apply to the Contractor with the request to replace the services within the framework of the Contractor's offers, placed on the website, if there are reasonable reasons for the replacement.

Service Substitution shall mean the cancellation of an existing Service with the simultaneous connection of a similar Service in terms of cost and volume.

6.2. The Customer shall inform about the replacement and (or) refusal of the Services by means of a request or by e-mail.

6.3. The Contractor considers the Customer's request to replace and (or) refuse the Services within 15 (fifteen) working days from the moment of the request.

7. Concluding Provisions

7.1. The Customer has the right to apply to the Contractor for clarification of the terms and conditions at the following address support@ws.network.

7.2. The Contractor has the right to change these Conditions unilaterally without prior notification of the Customer.

7.3. The Customer is obliged to independently check the current version of the Conditions on the Contractor's site.

8. Customer Acknowledgements

8.1. The Customer is aware that the Services provided are of such a nature that the Services can be interrupted for many reasons other than the failure of the Contractor and that damages resulting from any interruption of the Services are difficult to ascertain. Therefore, the Customer agrees that the Contractor shall not take responsibility for any damages arising from such causes beyond the direct and exclusive control of the Contractor. The Customer further acknowledges that the Contractor's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by the Customer for the Services during the period damages occurred. In no event shall the Contractor be liable for any special or consequential damages, loss or injury.

9. Suspension of Service or Cancellation

9.1. Singularity Telecom reserves the right to suspend network access to any Customers if, in the judgment of the Singularity Telecom network administrators, the Customer's server is the source or target of the violation of any of the terms of the Contractor's AUP. If inappropriate activity is detected, all accounts of the Customer in question may be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The Customer will not be credited for the time the Customer's machines are suspended for any reason, including late payment of Fees .

10. Indemnification

10.1. In agreeing to the Singularity Telecom TOS, AUP and Privacy Policy, the Customer agrees to defend and indemnify Singularity Telecom, for any violation of the TOS, AUP and/or Privacy Policy that results in any claims, damages, losses or expenses (including, without limitation, legal fees and costs) incurred by Singularity Telecom in connection with all claims, suits, judgments and causes of action. This means that if Singularity Telecom is sued because of a Customer or a client of a Customer activity, the Customer will pay any damages awarded against Singularity Telecom plus all costs and legal fees.

12 Dispute resolution procedure and liability of the parties

12.1. In the event of a dispute under the Contract, the parties shall take measures aimed at settling the dispute by negotiation.

12.2. If the dispute is not resolved by negotiation, it shall be submitted for resolution to the court (arbitration court) at the location of the Contractor, unless otherwise stipulated in additional agreements between the Customer and the Contractor.