

Public offer

This Agreement shall enter into force on January 01, 2025.

This terms of service agreement (the "Agreement") forms a binding legal agreement between CENTURY DYNAMICS LLC (TIN 9728147238) and you.

For the purposes of the Agreement, the terms "Company", "we", "us" and "our" refer to CENTURY DYNAMICS LLC.

By using our Site, Control Panel, and/or purchasing and/or using any Services, you become a user of our Services and are subject to this Agreement. You confirm that you agree to be bound by this Agreement without restriction.

By continuing to use the Site, the Control Panel and the Company's Services, you agree to all the terms of this Agreement.

Headings used in this Agreement are included for convenience only and do not limit or otherwise affect this Agreement.

1. Subject

By signing this Agreement, you become a user of our Services and are subject to this Agreement. You confirm that you agree to be bound by this Agreement without restriction.

Headings used in this Agreement are included for convenience only and do not limit or otherwise affect this Agreement.

2. Terms

Website is an Internet site accessible at URL macloud.pro, which is administered by CENTURY DYNAMICS LLC, registered under the laws of the Russian Federation, registration address 119421, Moscow, Vn.ter. Obruchevsky Municipal District, Leninsky Ave., 111 k.1, pomeshch. 51A/N/W.

Client – a user who is the owner of an account registered on the Website.

Account is a set of data about the Client stored in the Company's database, which is necessary for his identification (authentication) and providing access to his personal data and settings.

End User – a user who interacts with the Client's final product created using the Services (website, software, etc.).

Project – the Client's virtual workspace in the Company's Control Panel, in which the Client works with the Services and Balance. Each Project has a separate Balance Sheet.

A project can be private or public:

- Personal Project – a Project to which only the Client who created it has access.
- Public Project – A project that can be shared by inviting other users.



Service – any service that the Client can order through the Control Panel, including servers, SSL certificates, software licenses, including third-party software, and administration works.

Control Panel – an Internet site administered by the Company, accessible at URL cloud.macccloud.pro.

Deposit – funds on the personal account of the Project, which can be used by the Client for the Services.

Bonuses are a virtual payment unit used exclusively for transactions within the Control Panel, accrued by the Company to the personal account of the Project at the discretion and initiative of the Company.

Balance is the total balance of the Deposit and Bonuses on the personal account of the Project.

3. Application of the Agreement

Any new tools or features that will be added to the Site and Control Panel are also subject to the Agreement. The updated version of the Agreement is available at any time at the URL https://macccloud.pro/api/media/file/oferta_en_ru.pdf.

The Company has the right to update, amend or replace any part of this Agreement. Any changes or updates that have been made will be published on the Site. It is the Customer's responsibility to fail to check for updates and changes to the Agreement in a timely manner. By continuing to use the Site, Control Panel and Services, the Client accepts all changes and updates to the Agreement.

You may use our Services only if you accept the terms of this Agreement and are not a person barred from receiving the Services under the laws of the Russian Federation or other applicable jurisdiction. By agreeing to this Agreement, you represent and warrant that you are at least the age of majority in your country of residence.

4. General Conditions

The Company provides the Client with services for renting virtual computing resources, services for ordering SSL certificates, software licenses, as well as other services available in the Control Panel, and the Client, in turn, undertakes to accept these Services and pay for them. The list of Services, their characteristics and cost are determined by the tariffs for services. The cost of services (tariffication) is published on the Company's Website (available at URL <https://macccloud.pro/ru-en/price>) and are an integral part of this Agreement.

The terms of the Services, as well as additional rights and obligations of the Parties, are determined by the Service Level Agreement (SLA), available at URL https://macccloud.pro/api/media/file/sla_en_ru.pdf.

SLA, Cost of Services, Privacy Policy and other documents specified in this Agreement that regulate certain issues of the relationship between the Client and the Company are integral parts of this Agreement. In the event of a discrepancy between the terms of the Agreement and the above documents, the Parties shall be guided by the terms of the above documents.

The Parties to this Agreement recognize the legal force of the texts of notifications and messages sent to the contact e-mail addresses specified by the Company in the Agreement, and by the Client



during registration (creation of an Account), as well as messages sent by contacting the Company's support service, by means of notifications in the Control Panel and in any other way provided for by the functionality of the Website and the Control Panel. Such notices and messages are equivalent to notices and messages made in a simple written form sent to the postal and (or) legal address of the Client/Company. You must not distribute malware of any kind, such as viruses, worms, or any code of a destructive nature.

You may not use the Site, the Control Panel, and the Services for any unlawful or unauthorized purpose, and you may not violate any laws (e.g., copyright laws, etc.) when using the Site, the Control Panel, and the Services.

By using the Site, Control Panel and Services, you must not distribute any type of malware, such as viruses, worms or any code of a destructive nature.

Customer agrees to be bound by this Agreement and represents and warrants that Customer Data/End User Data, Customer Content/End User Content, and Customer's use of any of our Services will not: (i) violate any local, state, federal, or international law, rule, or regulation; (ii) harm any person or entity; (iii) infringe the rights of any person or entity (including intellectual property, privacy, publicity, and other rights); or (iv) violate this Agreement.

The Client also represents and warrants that he has all the rights, permissions and clearances necessary to enable the Client to lawfully use the Company's Services.

Violation or non-compliance with any of the terms of the Agreement will result in the complete termination of the Services to the Client.

The Company has the right to refuse to provide the Services to you for any reason at any time. The Client should remember that his personal information (except for information about bank payment cards) may be transmitted in unencrypted form and be associated with (a) transmission over various networks; and (b) changes to meet and adapt to the technical requirements of the connected networks or devices. Bank payment card information is always encrypted when it is transmitted over networks.

5. Personal Information

Please refer to the Privacy Policy available at URL https://macloud.pro/api/media/file/privacy_en_ru.pdf to learn more about the submission of personal information (personal data).

6. Customer Account

If you are simply using the Site, you do not need to register for an Account. However, in order to use the Services, you must create an Account.

You may create an Account by completing the registration process on the Site or in the Control Panel. To do this, you need to provide the Company with your email address through the registration form on the Website or in the Control Panel. From the moment you register for an Account, you become a Client. The Client's account will be protected by a password. The password for the Client will be generated using the functionality of the Control Panel and sent to your email address.



Please ensure that you protect and do not disclose your Account login details. You must control the use of your Account. You must provide accurate and complete information when creating an Account and agree not to misrepresent your personal information. You agree to keep the information in your Account up to date and accurate.

The Client is fully and exclusively responsible for maintaining the confidentiality of the password and the Account, as well as for all activities that occur within the framework of the Client's Account.

In case of unauthorized use of the Client's Account or any other breach of security, the Client must immediately change his password through the settings in the Control Panel or contact our technical support. The Company shall not be liable for any loss or damage resulting from the Client's failure to comply with this Agreement and, if someone else gains access to the Client's Account through the registration information obtained through the Client's fault, or as a result of the Client's breach of this Agreement, or for any unauthorized use of the Client's password or the Account, or any other breach of reasonable security measures.

7. Payment terms

The Client replenishes his personal account of the Project, thereby forming a Deposit. The deposit on the personal account is spent on the Services that the Client orders through the Control Panel.

When the Client adds payment information to his Account, this information is sent to the third-party payment processor through a secure connection.

The Services are provided only if there is a positive Balance on the personal account of the Project, sufficient to pay for the relevant Service. The Company has the right to immediately terminate the provision of the Services in the event of a negative or zero Balance on the personal account of the Project.

The personal account of the Project is replenished in one of the following ways:

- using bank payment cards in the Control Panel;
- for an invoice with a unique number generated in the Control Panel toolkit. An invoice with a unique number can be paid by the Client only once;
- in any other way provided for in the tools of the Control Panel.

The payment order must originate from the Client and contain his/her identification data. In the absence of this information, the Company has the right not to credit funds and suspend the provision of the Services until the payment order is duly executed by the Client. The costs of paying the bank commission for the transfer of funds are borne by the Client. When making a payment for the Client by a third party, the Company has the right to suspend the crediting of funds and request the Client's confirmation of the payment or refuse to accept the relevant payment.

The Client is responsible for the correctness of the payments made by him. In case of changes in the Company's bank details from the moment of publication of valid details on the Company's Website, the Client is solely responsible for payments made using outdated details.

The basis for debiting the Deposit from the personal account of the Project is the data on the volume of the Services consumed by the Client.

Information on the amount of write-offs for the Services in the current month, received in the payment system at the time of the request, can be obtained by the Client using the tools of the Control Panel and by other means provided by the Company.

The Company, at its discretion, has the right to provide the Client with the Services using the "promised payment" function, after activation of which the Client will be credited with Bonuses in the amount necessary to pay for the Client's Services in the next 72 (seventy-two) hours from the moment of activation of the Services. At the same time, the Client undertakes to replenish the personal account of the Project within 72 (seventy-two) hours from the moment of activation of the "promised payment" function. After 72 (seventy-two) hours from the moment of activation of the "promised payment" function, the Bonuses accrued within the framework of the provided function will be debited from the personal account of the Project.

The Client shall pay the Company for all costs incurred by the Company in exercising any of its rights under the Agreement and/or applicable law in relation to the collection of payment arrears, including attorneys' fees, court costs and collection agency fees.

Notwithstanding anything, any failure by the Client to pay shall constitute a material breach of this Agreement by the Client. The Company will not provide the Services to the Client until the full payment of any unsettled or unpaid amounts.

You are a Client of the Company as long as the Balance remains positive and the Account and its contents are not deleted or blocked.

8. Refund

Return of the Deposit from the personal account of the Project in full is possible only in the absence of active Services. To return funds from the personal account, the Client must leave a request to technical support. Attention: when applying for a partial or full refund of funds from the personal account, all Bonuses available to the Client will be canceled.

Only the Deposit itself is available for refund. Funds spent on the Services are non-refundable. Bonuses credited to the Project's personal account as part of special promotions and bonus programs are non-refundable and can only be used to pay for the Services under this Agreement.

Refunds are made only to the payment instrument and by the method with which the personal account was replenished.

In case of return of the Deposit, the costs of paying the commission charged by the payment system are borne by the Client. The amount of the commission will be automatically deducted by the Company from the amount to be refunded.

Until the refund is made, the Company has the right to require confirmation by the Client of the data specified during registration (request for passport data/copy of passport/information about the place of registration of the Client at the place of residence/other identity documents). If it is impossible to confirm this information, the Company has the right not to return the funds remaining on the personal account of the Project. The transfer of unused funds is made exclusively by bank transfer.



The return of the Deposit remaining on the personal account is not carried out if the Client has been blocked for any of the reasons specified in the "Suspension of the Agreement" and "Security" sections of this Agreement, or has violated other terms of this Agreement, the legislation of the Russian Federation or the country of the Client's location.

9. Deposit Write-off Policy

The Deposit is debited from the Project's personal account for the Services every 10 (ten) minutes, unless otherwise explicitly specified in the description of the Service.

The Deposit is debited from the personal account first, and then the Bonuses.

10. Intellectual Property Rights

The Site, Control Panel and Services, content, the Company's own assets and all intellectual property rights relating thereto, including, but not limited to, inventions, patents, trademarks, trade names, service marks, copyrighted materials and trade secrets, whether registered or unregistered or capable of being registered (collectively, the "Intellectual Property"), are owned and/or licensed to the Company, and are protected by applicable copyright and other intellectual property laws, as well as international conventions and treaties. All rights not expressly granted to you under this Agreement are reserved by the Company and its licensors.

The Agreement does not transfer to you any rights to the Company's intellectual property, but only a limited revocable right to use it in accordance with the Agreement. Nothing in the Agreement shall constitute a waiver of the Company's intellectual property rights under any law.

If you are the owner of the content, please note that it is our policy to respect the legal rights of copyright and trademark owners and (in appropriate circumstances) to terminate the accounts of Customers/Users who infringe the intellectual property rights of third parties, including repeat infringers.

11. Third Party Links

We are not linked to any third-party links to which you may be directed from our Site or from the Control Panel. We are not responsible for investigating and evaluating the content or accuracy, and make no warranties about third-party materials or websites, or any other third-party materials, products, or services.

We are not responsible for any harm or damage related to the purchase or use of goods, services, resources, content, or any other transactions made on any third-party websites.

It is your responsibility to study the policies and rules of third parties, and you should ensure that you understand them before making any transactions. We cannot provide you with answers to complaints, claims, problems or questions regarding third-party products.

12. Changes to the Website, Control Panel, Services and Prices

We reserve the right to change the prices of our Services without prior notice.



The Site, the Control Panel and/or the Service (or any part or content thereof) may be changed or discontinued without notice at any time.

In the event of any changes, price changes, suspension or discontinuance of the Service, we will not be liable to you or any third party.

13. Accessibility

The availability of the Website, the Control Panel and the Company's Services depend on various factors. Specific indicators of the availability of the Services are determined by the Service Level Agreement (SLA) available at the URL https://macloud.pro/api/media/file/sla_en_ru.pdf.

14. Support

The customer can easily contact our support specialists 24/7 through the Control Panel.

15. Disclaimer of Warranties

THE COMPANY DOES NOT WARRANT OR REPRESENT THAT THE CONTROL PANEL AND FUNCTIONALITY OF THE COMPANY'S SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL ELEMENTS AND FUNCTIONALITY OF THE SITE AND THE COMPANY'S CONTROL PANEL ARE PROVIDED ON AN "AS IS" BASIS.

16. Limitation of damage

THE COMPANY SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR DAMAGES OF ANY KIND, OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED USING REASONABLE DILIGENCE ARISING OUT OF THE AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY AND ANY OF ITS EMPLOYEES, AGENTS OR AFFILIATES UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY AND COPYRIGHT INFRINGEMENT) SHALL BE MONETARY COMPENSATION NOT EXCEEDING THE AMOUNT PAID BY THE CUSTOMER FOR THREE MONTHS OF SERVICE.

17. Security

In addition to other prohibitions set forth in the Agreement, you are prohibited from using the Site, Control Panel or Services: pursue any unlawful purpose; to encourage others to commit or participate in any illegal acts; violate any international, federal, regional, municipal government regulations, rules, laws, or local ordinances; infringe or violate our intellectual property rights or the intellectual property rights of a third party; harass, abuse, harm, defame, degrade, intimidate,

or discriminate on the basis of gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; provide false or misleading information; upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or any related website, other websites, or the Internet; collect or track other people's personal information without their consent; spamming, phishing, or farming; interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

The above actions of the Client cause potential or actual harm to the Company.

You are required to provide information related to the content of the Customer Account upon reasonable request that we make to verify your compliance with the Agreement. You agree to cooperate reasonably with us to identify the source of any problem with the Services that we reasonably believe may be related to the content of your servers or any End User Content that you control.

If we determine that any of your content violates the law, infringes or misappropriates the rights of any third party, or otherwise violates the essential terms of the Agreement ("Prohibited Content"), or if you violate the prohibitions and provisions set forth in this section and the "Suspension" section, we will notify you immediately. If you do not remove or block access to the Prohibited Content, or remedy the identified violations within three (3) calendar days of our notification, we may remove such content or block access to the Prohibited Content, suspend the Services, or stop using the Service or any related website. Notwithstanding the foregoing, we, at our sole discretion, may block access to Prohibited Content and/or block the Project, the Account without prior notice in connection with illegal content, if such content may disrupt or threaten the operation of the Site, the Control Panel or the Services, or in accordance with applicable law or any judicial, administrative or other governmental order or request. We will terminate the Accounts of repeat offenders without notice.

In addition, in case of detection of signs of the above violations or other violations of the Agreement, the Company has the right to apply the following measures to ensure the safety of equipment and protect the Company's business reputation: CPU limiting, blocking of a virtual machine, paid creation of Services, blocking of the Project, blocking of the Account.

In case of blocking or deletion of the Project or the Client's Account due to violation of the prohibitions provided for in the sections "Security" and "Suspension of the Agreement", the Deposit is not returned to the Client and is debited by the Company as a penalty for the Client's violation of the terms of this Agreement and causing harm to the Company.

18. Client's Responsibility

Customer is solely responsible for all activities that occur under its Account, whether authorized or by Customer, its employees, or a third party (agents, contractors, or End Users). The Company and the Company's affiliates are not responsible for unauthorized access to the Client's Account.

The Client warrants that he is solely responsible for the development, content, operation, maintenance and use of the contents of the Account, unless the Company has a separate agreement with the Client for these services.

The Customer is solely responsible for ensuring that the content of the Account complies with regulations and applicable laws.

The Client is responsible for the correct configuration and use of the Company's Services and for the implementation of security measures unless the Company has a separate agreement with the Client for these services.

Customer is responsible for End Users' use of the content of the Account and Services. Customer warrants that all End Users comply with their obligations under this Agreement, and that the terms of each End User's agreement are consistent with this Agreement. If Customer becomes aware of any breach of its obligations under this Agreement or by an End User, Customer will immediately suspend such End User's access to Customer's content, our Services, and Customer's services provided through our Site, Control Panel, and Services. We do not provide any support or Services to End Users.

If Customer processes personal data of End Users or other persons who can be identified through the use of the Site, Control Panel, or Services, then Customer is solely responsible for providing privacy notices and obtaining the necessary consents to process such data when using the Services. By accepting this Agreement, the Client declares that he is responsible for the processing of such data in accordance with applicable law.

19. Force majeure

We are not responsible for the availability of the Services, uninterrupted uptime, backup and data integrity in the event of any changes or new laws, rules, regulations, or any actions of public authorities, central bank, monetary authorities or other entities in any country related to, without limitation, exchange controls, convertibility restrictions, freezes, moratoriums, expropriations, requisitions, changes in the currency of the country for any reason (including countries that are members of any monetary union); any other force majeure event, including but not limited to acts of God, strikes, military actions, acts of terrorism, civil commotion, unrest or a state of political or economic chaos in any country; or any other circumstance beyond our control.

20. Divisibility

If any provision of the Agreement is held to be invalid or unenforceable for any reason or to any extent, such invalidity or unenforceable provision will in no way affect the remaining provisions of the Agreement or render them invalid or unenforceable, and the enforcement of such provision will be to the extent permitted by law.

21. Termination

The obligations and liabilities of the parties accrued prior to the date of termination shall survive the termination of this Agreement for any purpose.

The Agreement shall be deemed effective until terminated by either you or us.

You may stop receiving the Services from us (withdraw from the Agreement) by:

- Actual termination of the use of the Website, the Control Panel and the Services;
- Notifying us that you no longer wish to use our Site, Control Panel and Services, which will result in the termination of your Account and a refund where possible in accordance with the terms of this Agreement.

We may also terminate this Agreement at any time without notice if you fail to perform or we reasonably suspect that you have failed to comply with any term or provision of this Agreement. In such event, you will continue to be liable for all amounts payable up to and including the date of termination; and/or we may deny you access to our Services (or any part thereof).

From the moment of formation of a zero Balance on the personal account of the Project, the Services in the Project are stored for 14 (fourteen) calendar days, after which all Services are automatically deleted from the Project. At the same time, the last 7 (seven) calendar days of this period are reserve, and the Company is not responsible for the safety or premature removal of the Services from the Project. At the same time, the preservation of the Services in the Project does not mean the preservation of data and information uploaded by the Client to the Company's servers.

In case of blocking of the Project and/or the Account on the grounds listed in the sections "Security" and "Suspension of the Agreement", the Services are deleted from the Project on the next day after the expiration of the period given for the elimination of violations.

22. Suspension of the Agreement

The Company has the right to suspend this Agreement without prior notice to the Client and/or require a copy of the passport or other documents confirming the legitimacy of the actions and ownership of the Account, in the cases listed below, but not limited to:

- If the Client's use of the Services under this Agreement may cause damage and loss to the Company and/or cause a failure in the operation of the Company's or third parties' hardware and software;
- If the Customer reproduces, transfers, publishes, distributes in any other way the software obtained as a result of the use of the Services under this Agreement, fully or partially protected by copyright or other rights, without the permission of the copyright holder;
- Sending, transmitting, publishing, distributing by the Customer in any other way information or software containing viruses or other harmful components, computer codes, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs, for unauthorized access, as well as serial numbers to commercial software products and programs for them generation, logins, passwords and other means for obtaining unauthorized access to paid resources on the Internet, as well as posting links to the above information;
- Sending advertising information ("spam") by the Client without the consent of the addressee or in the presence of written or electronic statements from the recipients of such mailing addressed to the Company with claims against the Client (the concept of "spam" is defined based on the general principles of business turnover);
- Dissemination by the Client and/or publication of any information that contradicts the requirements of international law or infringes on the rights of third parties, including harassment, abuse, insult, harm, defamation, humiliation, intimidation or discrimination on the basis of gender, sexual orientation, religion, ethnicity, race, age, national origin or disability;
- Publication and/or distribution by the Client of information or software containing codes that correspond to the action of computer viruses or other components equated to them;
- Advertising of goods or services, as well as any other materials, the distribution of which is limited or prohibited by applicable law;
- Taking actions aimed at disrupting the normal functioning of computers, other equipment or software that do not belong to the Client;

- Taking actions aimed at obtaining unauthorized access (unauthorized access means access in any way other than intended by the owner of the resource) to a network resource (computer, other equipment or information resource), subsequent use of such access, as well as destruction or modification of software or data that does not belong to the Client, without the consent of the owners of this software or data, or administration of such information resource;
- Carrying out actions to transfer meaningless or useless information to computers or equipment of third parties, creating an excessive (parasitic) load on these computers or equipment, as well as intermediate sections of the network, in volumes exceeding the minimum necessary to check the connectivity of networks and the availability of its individual elements;
- Performing actions to scan network hosts in order to identify the internal structure of networks, security vulnerabilities, lists of open ports, etc., without the explicit consent of the owner of the resource being scanned;
- In the event that the Company receives an order from a public authority authorized to do so in accordance with the provisions of the law;
- In case of repeated appeals from third parties about violations committed by the Client until the moment the Client eliminates the circumstances that served as the basis for the complaints of third parties.

23. Entire Agreement

The Agreement and all policies or operating rules that we post on the Site in relation to the Service are the entire Agreement between you and the Company. The Agreement governs your use of the Service. This Agreement supersedes all prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and the Company (including any prior versions of the Agreement).

From time to time, we may invite you to participate in marketing activities through the Site and Control Panel. Marketing activities may be subject to terms and conditions that differ from this Agreement. If the terms and conditions of the marketing activities conflict with this Agreement, these separate terms and conditions shall prevail.

24. Governing Law

This Agreement and any separate agreements under which we provide the Services to you shall be governed by and construed in accordance with the laws of the Russian Federation.

The Company's failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

As part of the settlement of disputes between the Parties, the Company has the right to involve independent expert organizations when determining the Client's guilt as a result of his illegal actions when using the Services. If the Client's guilt is established, the latter undertakes to reimburse the costs incurred by the Company for the examination.

All disputes, controversies or claims arising out of or in connection with this Agreement, including those relating to its entry into force, conclusion, amendment, performance, breach, termination or



validity, shall be subject to consideration in the competent court of the Russian Federation in accordance with the applicable procedural legislation of the Russian Federation.

Contact Us If you have any questions about our Agreement, please email us at info@macloud.pro