

## Appendix № 5 to the Paid Services Agreement.

### **ONLYOFFICE™ Terms of Service (SaaS version)**

These Terms of Service concern relations regarding the use of ONLYOFFICE™ including its web-interface, data encryption, transmission, access and storage technologies.

By registering as a user of ONLYOFFICE™ you agree to be bound by the terms and conditions below.

#### **1. INTERNET CONNECTION AND SOFTWARE**

1.1. In order to use ONLYOFFICE™ you must have a high-speed Internet access. DataLine (Contractor) is not responsible for any errors, data loss or your inability to use ONLYOFFICE™ due to lack of proper Internet connection.

1.2. You understand that any data transmitted through an unencrypted Internet connection may become available to third parties and in such case DataLine (Contractor) will not be responsible for any breach of confidentiality of these data.

1.3. You shall make sure that you have appropriate browser software which is necessary to use ONLYOFFICE™. It must support Secure Socket Layer (SSL) protocol and other Internet protocols used in ONLYOFFICE™ as well as cookies.

#### **2. REGISTRATION OF USERS**

2.1. In order to start using ONLYOFFICE™ you shall register as a user by filling a registration form. In order to register, you must be a human 18 years or older. Accounts registered by "bots", "robots" or other automated methods are not permitted.

2.2. You shall provide your first and last names, valid email address, your phone number and as a case may be information about the company you represent. You are responsible for truthfulness of any information provided during the registration process. Your failure to provide true information may result in termination of your right to use ONLYOFFICE™.

2.3. As the Administrator you can invite new permanent users to join your Portal. The number of permanent users is limited to the terms of your Pricing Plan. You are also eligible to create guest users account provided that their number does not exceed the number of permanent users. DataLine (Contractor) may impose restrictions on Guest Users' rights.

2.4. As the Administrator you can define and modify permissions for all users of your Portal to access any data contained therein, suspend or block accounts of certain users.

#### **3. USER IDENTIFICATION PROCEDURES**

3.1. When you invite users to join your portal they receive an email with an activation link. After following this link they can set their own personal password to access ONLYOFFICE™.

3.2. No physical person may have more than one password to use ONLYOFFICE™.

3.3. You are responsible for any activity occurring under your account. Moreover, Administrator is responsible for any activity occurring on his or her portal.

3.4. When using ONLYOFFICE™ you shall comply with all applicable local, national, foreign laws and regulations as well as with any relevant provisions of international law.

3.5. DataLine (Contractor) will presume that any activity occurring under your account is your own conduct.

3.6. You shall not reassign your password to another user.

3.7. Passwords are confidential information. You shall take all reasonable measures to prevent their disclosure.

3.8. You shall not use other users' passwords to access ONLYOFFICE™.

#### **4. THE PRICE OF SERVICES**

4.1. The price of Tariff plans are listed in Appendix 2 "Cost of services" and at [www.cloudlite.ru](http://www.cloudlite.ru).

#### **5. PAYMENT**

5.1. You can pay the subscription fee on either an annual or a monthly basis.

5.2. The amount of your fee depends on your Tariff plans.

5.3. You may choose between different means of paying the fee available on [www.cloudlite.ru](http://www.cloudlite.ru).

5.4. You will not be affected by any price changes occurring within the period you have already paid for.

5.5. All payment obligations mentioned in these Terms of Service are non-cancellable and all amounts paid are non-refundable.

5.6. All payments under these Terms of Service must be made as advance payment. You can see all the invoices in the appropriate section of your personal cabinet available at [www.myvdc.cloudlite.ru](http://www.myvdc.cloudlite.ru).

#### **6. WARRANTIES**

6.1. All data you upload on your Portal belong to you. DataLine (Contractor) will take all reasonable measures to ensure protection, confidentiality and integrity of your data. However, it is strongly recommended that you back up your data on a regular basis to prevent their possible loss.

6.2. DataLine (Contractor) has the right to collect, process, store your personal data in order to provide you with access to ONLYOFFICE, for marketing, support or any other purposes.

6.3. DataLine (Contractor) may perform international transfer of the personal data with storage and processing purposes. DataLine (Contractor) will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with appropriate Russian Law.

6.4. DataLine (Contractor) will not share, disclose, sell, lease or modify your data.

6.5. DataLine (Contractor) warrants that ONLYOFFICE™ will match its functionality described in its Support Documentation and that such functionality will not be materially decreased while you use it.

6.6. DataLine (Contractor) warrants that ONLYOFFICE™ does not contain computer viruses or any other malicious code.

6.7. You warrant that you will not use ONLYOFFICE™ for any illegal or unauthorized purpose (e.g. sending, hosting, and transmitting unsolicited text messages or "spam" messages by email).

6.8. You warrant that the data uploaded to your Portal do not contain computer viruses, other malicious code and exclude any content related to illegal activities, violence, privacy abuse, pornography as well as other sexually explicit content.

6.9. ONLYOFFICE™ and all its components belong to Novye Kommuynikacionnye Tehnologii ZAO. You undertake to respect intellectual property rights of Novye Kommuynikacionnye Tehnologii ZAO. In particular, you shall not modify, disassemble, reverse engineer, analyze, decompile, convert or translate ONLYOFFICE™.

#### **7. DISCLAIMER OF WARRANTIES**

7.1. ONLYOFFICE™ and any related services are provided "as is" without warranty of any kind including, but not limited to, warranties of title, merchantability, fitness for a particular purpose, non-infringement, presence of errors and compatibility with other computer software or hardware. DataLine (Contractor) does not warrant that ONLYOFFICE™ or services provided under this Terms of Service will meet your requirements and that operation of ONLYOFFICE™ will be error-free or uninterrupted.

#### **8. LIMITATION OF LIABILITY**

8.1. To the maximum extent permitted by applicable laws DataLine (Contractor) or its licensors will not be liable to your or to any third party for any indirect, special, incidental, consequential or exemplary damage, loss of data, damage to data, loss of profits, revenue or anticipated savings.

8.2. Liability of DataLine (Contractor) for the damage caused to you shall be limited by the fees you have paid or should pay to it.

## **9. CONFIDENTIALITY**

9.1. Both you and DataLine (Contractor) agree to protect confidential information. Confidential information means any data which are marked confidential or proprietary or communicated under the circumstances in which the parties knew or reasonably should have known that these data are confidential.

9.2. Both you and DataLine (Contractor) shall use confidential information solely for the purpose of performing obligations or exercising rights in connection with the use of ONLYOFFICE™.

9.3. In collecting, processing, storing and disclosing confidential information both you and DataLine (Contractor) undertake to comply with applicable privacy protection laws and regulations.

9.4. Your confidential information can be disclosed to a third party only subject to your prior express written consent.

## **10. USER SUPPORT**

10.1. DataLine (Contractor) provides support within 48 hours on working days from 10:00 to 18:30. All times are UTC +3 (Moscow, Russia).

10.2. Support is offered in English and Russian.

10.3. DataLine (Contractor) guarantees a timely reply to all requests.

10.4. DataLine (Contractor) does not offer support by phone.

10.5. DataLine (Contractor) does not provide support for the Open Source version of ONLYOFFICE™.

10.6. DataLine (Contractor) provides support for ONLYOFFICE™ only. It does not provide support either for third-party applications or for any third-party code.

## **11. AMENDMENTS**

11.1. DataLine (Contractor) may amend these Terms of Service without specific notice to you, and you agree to be bound by such amendments.

## **12. TERMINATION**

12.1. You may cease using ONLYOFFICE™ at any time.

12.2. If you have not paid for ordered tariff in time, then access to usage of software system ONLYOFFICE™ will be blocked.

12.3. If you have not paid for ordered tariff within 15 days from the due term, then on 16<sup>th</sup> day all your data will be deleted.

12.4. DataLine (Contractor) may suspend or terminate your right to use ONLYOFFICE™ if you have materially breached these Terms of Service. In this case you will have an opportunity to access ONLYOFFICE™ during 3 (three) additional days with a view to recover your data. Afterwards, your data will be deleted.

## **13. ADDRESSES FOR NOTICES TO THE CONTRACTOR:**

Website: [www.cloudlite.ru](http://www.cloudlite.ru)

E-mail: [techsupport@cloudlite.ru](mailto:techsupport@cloudlite.ru)

## **14. CONTRACTOR DETAILS:**

DataLine

7, bld.10, Borovaya Street, Moscow, 111020

OGRN 1077760860792, INN 7722624970

KPP 772201001

Bank details:

UniCredit Bank, Moscow

Correspondent account: 30101810300000000545

BIC (sort code): 044525545

Current account: 40702810800014702572