



This Agreement is entered into by and between Frelivinia Service Ltd and You the customer, with legal residence at the address listed on the subscription form effective as of the date of application on the application form.

1) AGREEMENT

a) Internet Connection Service. Frelivinia Service Ltd agrees to provide Customer Internet Connection Service as described on the application form.

b) Changes to Agreement. Frelivinia Service Ltd may revise the terms and conditions of this Agreement from time to time (including policies that may be applicable to the usage of the Service) Revisions and changes to any term or condition other than monthly price shall be effective immediately upon posting. Increases in price shall be posted by e-mail or on the website with thirty (30) days prior written notice. By continuing to use the Service after revisions are in effect, you accept and agree to the revisions and agree to be bound by them.

2) TERM The term of this Agreement shall be defined as 2 months. This Agreement shall automatically renew for successive terms of equal length unless either party notifies the other in writing thirty days prior to the expiration date of this agreement that they do not wish to renew this Agreement.

3) PRICE, PAYMENT OF FEES Price. The monthly recurring price is listed on the Subscriber SignUp form. Invoices and Payment: Payment is made as an advance payment. The settlement period starts from the 1st date of each month.

4) CONTENT RESPONSIBILITY. Customer shall be solely responsible for the content of any transmissions over the Internet by Customer and any third party using Customer's facilities. Customer agrees that neither it nor any third party utilizing Customer's facilities will use Internet Connection Service for illegal purposes, or to interfere with or disrupt other network users, network services, or network equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising or chain letters, propagation of computer worms and virus, and using the network to make unauthorized entry to any other machine accessible via the network. Frelivinia Service Ltd reserves the right to alter or terminate service if Customer is found to be in violation of any of the above.

5) DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Frelivinia Service Ltd shall not be liable for any damage that Customer may suffer arising out of use, or inability to use, the Service or products provided hereunder. Frelivinia Service Ltd shall be liable for unauthorized access by third parties to Customer's transmission facilities or premise equipment or for unauthorized access to or alteration, theft, loss or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Frelivinia Service Ltd provides Service strictly on an "AS IS" and "AS AVAILABLE" basis without any express guarantee or assurance of quality, reliability or functionality. Except as expressly set forth herein, Customer accepts all risk, including all risk with respect to suitability, use and performance of Service. Frelivinia Service Ltd DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In any instance involving performance or nonperformance by Frelivinia Service Ltd with respect to services provided hereunder, Customer's sole remedy shall be the crediting of a pro rata portion of the price paid for Service which was not provided. Credits will be provided only for periods of lost service greater than 72 continuous hours. Frelivinia Service Ltd shall not be liable for indirect, consequential, incidental, or special damages even if advised of the possibility in advance. Frelivinia Service Ltd shall not be liable for any lost property or data of Customer. Frelivinia Service Ltd 's liability for damages to Customer for any cause whatsoever, regardless of form of action, shall be limited to the amounts paid by

Customer to Frelivinia Service Ltd hereunder during the one (1) month period preceding the incident giving rise to the claim for damages.

6) DISCLAIMER OF CONSEQUENTIAL DAMAGES. IN NO EVENT WILL Frelivinia Service Ltd BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING LOST REVENUES OR LOST PROFITS, LOSS OF DATA, OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY OT USE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7) TERMINATION

a. Termination By Either Party.

If any of the events below occur with respect to one party, then the other party may terminate this Agreement effective immediately upon the delivery of written notice:

- i. A party becomes insolvent;
- ii. Termination By Customer without penalty upon two day notice.
- iii. Quality of Service. If Customer experiences service, availability, or support that is repeatedly below reasonable and accepted industry standards, Customer shall provide written notice to Frelivinia Service Ltd detailing any such deficiency. If after thirty (30) days from receipt of said notice, deficiency has not been corrected by Frelivinia Service, Customer may terminate this Agreement with thirty (30) days written notice.
- iv. Customer may cancel Service at any time during the Term by providing sixty (60) days prior notice. If you cancel, you agree to pay us (a) the remainder of the monthly service fees for the remaining period of your contract.

b. Termination By Frelivinia Service Ltd

Frelivinia Service Ltd may terminate this Agreement immediately upon the failure of the customer to pay all amounts due under this Agreement or in the event that the customer does not perform any other obligations stated herein. In the event that Frelivinia Service Ltd does so terminate service, customer shall be responsible for all costs, penalties, and payments which result or occur on account of such termination as stated herein or otherwise.

8) AVAILABILITY OF SERVICE

a) The service that you select may not be available in all areas.

b) At any time Frelivinia Service Ltd may, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities and to maintain session control.

c) Frelivinia Service Ltd may, in its sole discretion, refuse to accept your application for service for any reason whatsoever. Furthermore, in the case that your service is suspended due to nonpayment Frelivinia Service Ltd may require a reconnection fee to be paid in full prior to service being re-initiated.

9) MANAGEMENT OF YOUR DATA, COMPUTER, AND CONNECTION

a) You are solely and entirely responsible for management of your information including but not limited to back-up and restoration of data, erasing data from disk space you control, and changing data on or settings for your modem and/or router.

b) You are solely and entirely responsible for development and maintenance of any security procedures you deem appropriate, such as logon security and encryption of data, UserID, alias, and password on your equipment and/or router and firewalls to protect your information. MTDS is not responsible for backup and restoration of your information and strongly recommends the use and updating of commercial anti-virus and firewall software.

c) You are solely and entirely responsible for the maintenance of your computer(s) and their compatibility with whatever products and Services you have purchased from Frelivinia Service Ltd.

c) You agree that you use of the Service and the Internet, without limitation, is your sole responsibility, is solely at your own risk, and is subject to all

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have ordered will suit your needs.

You agree and understand that Frelivinia Service Ltd does not and cannot guarantee or warrant that data available for downloading from the internet will be free of viruses, worms, or any other malicious code and that you are responsible for maintaining and implementing adequate procedures to protect yourself from these threats.

You understand that through the Internet you and all users on the Service may have access to information that might be deemed to be inappropriate, sexually explicit, or offensive and that Frelivinia Service Ltd is not responsible for access by any users, you or minors, to objectionable or offensive data and that we recommend that if you are concerned about these things that you purchase a commercially available content filtering software package for your computer.

10) GENERAL

a) Force Majeure

If the performance of any obligation is interfered with by reason of any circumstances beyond the reasonable control of the party affected, then the party affected shall be excused from such performance to the extent necessary, provided that the party so affected shall use reasonable and diligent efforts to remove such causes of nonperformance.

b) Amendment and Waiver

This Agreement may be amended or performance waived only in writing

specifically waiving such rights and signed by the parties. This Agreement shall

be controlling over additional or different terms of any purchase order or similar document relating to this Subject, even if accepted in writing by both parties.

c) Rules of Construction

No rule of construction requiring interpretation against the draftsman shall apply in the interpretations of this Agreement.

d) Acceptable Use Policy (AUP)

Customer acknowledges receipt of Frelivinia Service Ltd 's Acceptable Use Policy and agrees to unconditionally abide by all of its terms and conditions.

e) Customer responsible visit website dragonnet.eu regularly.

applicable local, state, national, and international laws and regulations. You agree that Frelivinia Service Ltd has no control over the Internet and does not own the Internet and as such does not guarantee that the Service that you Customer name :

ID/Passport N:

Customer signature :

Date :