

# StormWall<sup>PRO</sup>

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## GENERAL SERVICE CONDITIONS AND SERVICE LEVEL AGREEMENT

DDOS ATTACK MITIGATION SERVICES

STORM SYSTEMS LLC

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## 1. GENERAL

**1.1.** These General Conditions and Service Level Agreement (further referred to as “Agreement”) is entered between STORM SYSTEMS LLC, further referred to as Provider, legally registered at Okeanologov str. 16, 353468 Gelendzhik Russian Federaton, and any subscriber including but not limited to companies and private individuals, both further referred to as Customer, using any services made available by the Provider.

**1.2.** The Provider undertakes to provide the service (further referred to as the “Service”) that is designed, qualified and intended to meaningfully reduce/mitigate or eliminate the “Denial of Service” traffic floods directed at website(s) ('Resources') of the Customer. This Agreement is to remain valid during the entire subscription period. The Subscription period starts with the Customer’s acceptance of this Agreement explicitly indicated by placing an order for the Service. The Subscription terminates 1 (one) month after its start. The Subscription period coincides with the term of validity of this Agreement as set forth in its clauses.

## 2. VALIDITY AND TERMINATION

**2.1.** The term of this Agreement commences from the day of when the Customer places an order, and continues for 1 (one) month, unless earlier terminated as defined herein. This Agreement shall renew automatically for an additional period of the same duration with the same terms and conditions, unless and until either Party provides written notice of its intent not to renew this Agreement at least 7 (seven) days prior to expiry.

**2.2.** Either Party may terminate this Agreement by a written notice of termination to the other Party in the following circumstances:

**2.2.1** if the other Party substantially breaches any of its obligations under this Agreement;

**2.2.2** if the other Party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency, or allocates funds to pay all or most of its creditors, or enters into a voluntary arrangement or an agreement regarding a merger, expansion, reorganization or changes in all or most of its obligations and liabilities;

**2.2.3** if the other Party loses, whether temporarily or permanently, its permissions, licenses, or other legal authorizations required by applicable law(s) to conform with its obligations under this Agreement; or

**2.2.4** if the other Party is going through managerial changes that substantially prevent it from conforming with its obligations under this Agreement.

**2.3.** Regardless of any contradictions in the present Agreement, the Parties may terminate the Agreement upon mutual consent.

**2.4.** Upon termination or expiration, this Agreement shall have no further force except in cases when neither Party is relieved or released from any accrued rights or obligations prior to the effective termination or expiration of this Agreement, or from those intended to be of a continuing nature or to come into force upon termination or expiration, or from any liability arising from its breach of this Agreement. Confidentiality obligations shall remain in effect after the expiration or termination of this Agreement for a period of two (2) years from the date of the Party obtained any confidential information.

**2.5.** Upon termination of this Agreement by either Party for any reason, all services provided under the conditions defined herein terminate immediately.

### 3. PRICING AND PAYMENTS

**3.1.** The Customer is charged a monthly service according to the pricing plan selected. See [stormwall.pro](https://stormwall.pro) for the full range of pricing plans. Additional charges may be charged if the limits of the chosen plan are exceeded. When this happens, the Customer is notified that the limits set by their pricing plan have been reached, and additional resources are offered at an extra charge.

**3.2.** Prices for packages are subject to changes at the Provider's discretion. The Provider will notify the Customer about any price changes at least 7 (seven) days prior to this Agreement's expiration date.

**3.3.** The Provider reserves the right to modify the pricing plan components, introduce new plans and discontinue existing plans. The Customer will be duly notified about these changes; said changes will be clearly announced and described on the Provider's website.

**3.4.** The Customer is obliged to make timely payments their continued use of the Service as set by the pricing plan, including payments for services and/or obligations defined in appendices to the present Agreement.

**3.5.** The Customer agrees to pay all fees, debts, subscription charges and other payments charged for the Services provided.

**3.6.** Unless otherwise specified in service provision terms by the Provider, the Customer must pay for all services in advance. If due payment is not received prior to and/or on the date specified in the invoice (if the charge is made via invoicing), the Provider has the right to discontinue the Services and demand settlement. The discontinuation of the services does not release the Customer from the obligation to pay for Services used until the date of discontinuation.

#### 4. CONFIDENTIALITY AND DATA SAFETY

**4.1.** The Parties agree that any information exchanged between the Provider and the Customer and created in the course of their cooperation will be kept strictly confidential.

**4.2.** Confidential Information shall mean any non-public or other restricted proprietary information received by a Party ("Receiving Party") from the other Party ("Disclosing Party") in the course of negotiation or during the validity term of this Agreement that the Disclosing Party wishes to keep confidential. This information includes but is not limited to, discoveries, ideas, concepts, know-hows, techniques, designs, samples, software, specifications, drawings, blueprints, computer programs and documentation, proposals, patent applications, business information, strategic and development plans, employee lists, business manuals, marketing plans, web service workflows, software components, technical or financial information, whether transmitted via communication channels or in oral, written, graphic, electronic, or other form or otherwise, as well all other non-public information that may be disclosed by the Disclosing Party or to which the Receiving Party may be provided access by the Disclosing Party or others under this Agreement.

**4.3.** Confidential Information disclosed orally may only be protected under this Agreement if it is identified as confidential or proprietary at the time of disclosure and the fact of its disclosure will be confirmed in writing no later than thirty (30) days after such disclosure.

**4.4.** Each Party undertakes to keep any Confidential Information disclosed hereunder by the other Party whether orally or in writing confidential, and use reasonable measures to restrict disclosure of the Confidential Information during the entire term of this Agreement. Without limiting the generality of the foregoing, the Receiving Party shall:

**4.4.1** protect and safeguard Confidential Information by using at least the same degree of effort against unauthorized use, publication, or disclosure as it does to protect its own comparable confidential information, but no less than a reasonable standard of effort;

**4.4.2** not use the Confidential Information for any purpose other than complying with its obligations under this Agreement;

**4.4.3** never in any way, reveal, reverse engineer, decompile, disassemble, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Agreement, whether directly or indirectly;

**4.4.4** not use any Confidential Information to unfairly compete or obtain unfair advantage over the Disclosing Party in any commercial activity;

**4.4.5** never disclose Confidential Information to any private individuals and companies with the exception of cases about which the Parties agreed in writing.

**4.5.** Unless otherwise agreed, any and all samples, drawings and other documents supplied, provided or otherwise made available by the Disclosing Party shall remain the property of that Party and shall be returned immediately. Alternatively, proof of destruction of such Confidential Information to the satisfaction of the Disclosing Party shall be provided by the Receiving Party upon receipt of a written request of the Disclosing Party, or upon termination or expiration of this Agreement.

**4.6.** Neither Party shall be held liable for disclosure or use of Confidential Information provided by the other Party, if said Information:

**4.6.1** is or becomes available to the public at any time from any source other than the Disclosing Party; or

**4.6.2** is released for disclosure by the Disclosing Party; or

**4.6.3** is legally received from third party or parties; or

**4.6.4** is disclosed to comply with any legal proceedings that the Receiving Party is the subject of, without breach of this Agreement.

**4.7.** A Party shall be liable for the disclosure of Confidential Information except cases defined in 4.6.

**4.8.** Each Party shall promptly notify the other Party in writing of any disclosure, misappropriation or misuse by any person of Information as soon as it becomes aware of such disclosure or other activity.

**4.9.** No act or acts under this Agreement shall be construed as, or in any manner result in, granting any license to the Receiving Party or to any third Party. Furthermore, no disclosure of Information shall be construed as, or in any manner result in, any representation, warranty, or inducement to any activity whatsoever.

**4.10.** Neither Party has the right to utilize any Information of the other Party while providing any services to any third Party other than in cooperation with the Disclosing Party, without the prior written consent of the Disclosing Party.

## 5. PROVIDER RIGHTS AND OBLIGATIONS

**5.1.** The Provider undertakes to maintain acceptable resource availability parameters within the feature set of the chosen Service package as described in this Agreement and/or its appendices 24 hours a day, 7 days a week, 365 days per year (24x7x365).

**5.2.** The Provider reserves the right, from time to time or on a regular basis, to perform planned maintenance in order to upgrade, perfect or maintain the Service.

**5.2.1** The Customer is to be notified by Provider of any such occurrence in due time. During said time the Provider may temporarily suspend provision of specified Services.

**5.2.2** The Customer will receive notifications via the personal cabinet (<https://my.stormwall.pro>) or by a notice delivered through email or phone. As a sign of good will, the Provider will use its best efforts to always notify the Customer in due time.

**5.2.3** The Provider will not refund the amount paid by the Customer for the Service that constitutes proportionate amount for the duration of the planned maintenance.

**5.2.4** The Provider will not make refunds of amounts paid for past periods, regardless of whether the Customer used the Service during said period or not. The Provider will not owe a refund if the Service Suspension was brought about through the Customer's fault.

**5.2.5.** The Provider will not make refunds paid by the Customer for one or several consecutive period in case the Customer cancels the subscription.

**5.3.** The Provider and its providers and subcontractors are not completely and solely liable that the services are free of errors, uninterrupted and fail-safe, nor do they guarantee that the services lead to certain results and/or are fit for a certain purpose. Any advice or information offered by the Provider or its providers or agents cannot represent warranty.

**5.4.** All Services can be suspended or immediately terminated by the Provider if the Customer violates the stipulated obligations or in cases when the Provider considers it wise to do so in order to prevent damages or problems which might result from the Customer's continued use of Services.

**5.5.** The Provider has the right to withhold the amount paid by the Customer as compensation for the moral, material and non-material damages incurred when it finds a breach of these conditions.

**5.6.** The Provider is not be held liable to the Customer in cases when:

**5.6.1** the Customer does not fulfill its obligations to the Provider;

**5.6.2** no Internet connection is available due to local problems with the network or resources outside the Provider's network, or when the malfunctioning of the Internet, the transmission network or the equipment between the Provider and the Customer is not caused by the former;

**5.6.3** the Customer does not comply with the Provider's instructions and requirements pertaining to the Service;

**5.6.4** the Customer uses equipment or software that has not been approved by the Provider or uses the equipment or software incorrectly;

**5.6.5** the Service is not being provided or is being provided with impaired quality due to regular or accidental maintenance performed by the Provider for the purpose of optimizing the Service;



**5.7.** The Provider undertakes to uphold and fulfill its obligations as specified in Section 7 limited to provision of the Service with a capacity to effectively mitigate the effects of a DDoS attack is within the limits of 1Mpps (one million packets per second).

**5.8.** Upon its own discretion, and related to but not limited to any risk factors involved as well depending on site or content nature and protection requirements, the Provider has the right to offer the Customer a more suitable protection package than the one already selected by Customer.

## 6. CUSTOMER RIGHTS AND OBLIGATIONS

**6.1.** The Customer shall notify the Provider immediately in the event of a problem or disruption, but not later than 24 hours after the event.

**6.2.** When using the Service, the Customer undertakes to observe the established standards of ethical conduct and not in any form violate the rights, laws and interests of the Provider or third parties. The Customer agrees not to participate in any actions that can be performed via the Service that are in violation of any applicable local, provincial, state, national or international law(s), statute, ordinance, rule or regulation.

**6.3.** The Customer accepts and agrees that the Service will be provided through common and shared infrastructure. The Customer's access to a Service is to be terminated in the event of expiry or termination of this specific Service. The Provider will not be responsible for any assistance whatsoever related to the Customer's migration to an alternative provider.

**6.4.** The Customer agrees, on their own behalf and on behalf of their representatives, to use the Services for legal purposes only. The items below are to be regarded as forbidden use of the Services ("abuse") without excluding the aforesaid, and each and every one of them is to be regarded as violation of this Agreement by the Customer:

**6.4.1** initiating, assisting in, abetting or use of a domain or URL hosted with the Provider for the Customer or the Customer's end user for the purpose of directing or redirecting traffic to any content or page violating any applicable and statutory provisions or laws;

**6.4.2** abetting by the Customer or a representative of the Customer of the use of the above, assisting or abetting of the use of Services (including by redirecting to other web sites) for the purpose of creating, transmitting, distributing or storing materials that infringe trade marks, patents, copyright laws, business secret or other intellectual property related laws; violation of the confidentiality of personal information, public or other personal rights of third parties; use of tools designed to compromise security (including password recovery programs, bruteforce hacking tools or other network scanning tools); violation of international export control regulations, information protection or antiterrorist laws; violation of the secrecy of communication connections, whether by vulgar content, threats, blackmail, discrimination, abuse or hate speech against an identified group; use of tools for the purpose of slander, use of content known to contain viruses or content which constitutes a criminal attack or gives rise to civil riots;

**6.4.3** any attempt by the Customer or a representative of the Customer to break through, manipulate, abet, assist in or facilitate the breakthrough or manipulation of the security modules of the Provider's network or any other system (including unauthorized access to information or use of information, systems or networks; probing, scanning or testing for potential breaches in systems or networks; violation of the security measures; unauthorized monitoring of information or traffic; interference in the use of the Services of any Customer, host or network in any way; falsifying any headers of TCP/IP packages and any other headers);

**6.4.4** using a domain hosted with the Provider or the service provided by the Provider to spread a large amount of content items with the exact same content by sending them to newsgroups for the purpose of spamming;

**6.4.5** mass sending of large numbers of emails not requested by the recipient, regardless of whether such activities cause complaints from recipients (the Provider adheres to a policy that does not tolerate any spam, insulting or commercial messages not requested by the recipients. Not all aforesaid emails need to have falsified headers or contain false contact information);

**6.4.6** Violation of any provision of the present Agreement.

**6.5.** The Provider reserves the right to discontinue or immediately terminate the provision of the Services after notifying the Customer if the Provider at its sole discretion determines that an abuse is being carried out. Termination of the Service means that the Customer will not have access to or use any of the Services provided to them until the Provider's investigation of the activity in violation of this Agreement is complete. The Provider will use its best efforts to complete all such investigations in time, as the Provider understands that prolonged delays during investigations can be harmful. The Customer agrees to use reasonable effort to cooperate with the Provider in solving of all kinds of abuse cases.

**6.6.** The Customer acknowledges that the Provider does not exercise any control over content provided directly or indirectly or transmitted through the Provider's network. The Provider is not be held responsible for such content or information. When using the Service the Customer undertakes not to install software on their server that might render difficult or hinder the normal functioning of the equipment used by the Provider for the provision of the Service.

**6.7.** The Customer is obliged to protect the Provider's good name and business reputation for the term of validity of the Contract as well as after its expiration. The Customer agrees to provide complete, accurate and up-to-date information as required by the Provider. In order for the information to be accurate, the Customer agrees to update it for the term of validity of these conditions. The Customer agrees that the Provider may contact them regarding information that the Provider considers to be within the Customer's interest. Such notices may contain commercial emails, emails sent directly to the Customer regarding changes in the Services, information regarding upgrades of the Services or products, new service or product notifications or any other information related to the above. The Customer agrees that the Provider may use the Customer's name in its newsletters for corresponding marketing purposes.

## 7. WARRANTIES AND REFUNDS

**7.1.** The Customer purchases the Provider's reliable service in the form, type, functionality and other parameters as announced herein, and the Customer agrees to use the service only as intended by the Provider when designing or adapting the Service.

**7.2.** The Customer is entitled to a moneyback if the use of the service was hindered by a Service downtime defined hereby as full unavailability of the Customer's web site or service subject to service provision by the Provider; or when the Provider submits a note with the best intentions and as discreetly as possible. The evidence supporting such event will be recorded in an archive containing all related data, information and other materials.

**7.3.** In the event of a Service downtime and if the Customer has notified the Provider as defined in section 6.1. the Customer may sever this contract and demand a full or partial refund of the amount paid for the relevant period unless the Customer received a moneyback for the corresponding period and the provision of the service was resumed within a reasonable period of time.

**7.4.** The Customer agrees that a refund of amounts paid will be subject to the following rules, conditions and timeframes:

The Customer receives the Service directly from the Provider on condition that their account balance with the Provider is positive. The Provider does not offer moneyback to persons who purchased or acquired the Service through resellers, distributors, or indirectly from other individuals. Refunds will apply to the services covered by the corresponding monthly Service Package fees and/or covered by a Monthly Overtime Service Package. They will not apply to any other services, including, without limitation, any other professional or specifically designed services offered by the Provider.

**7.5.** Service downtime is counted from the moment the Customer notifies the Provider of the unavailability of the Service.

**7.6.** Full or partial refund automatically means the Customer cancels the Service and stops using it, and the present Agreement is severed.

**7.7.** A full refund will be made within 1 month of terminating the provision of the Service, but only if the Service Downtime lasted for more than 12 hours during the first 5 days of using the Service (within the aggregate number of 5 days), and the Provider was immediately informed thereof.

**7.8.** A partial refund (i.e. a refund of the amount corresponding to the time left of the relevant period) will be made within 1 month of terminating the Service, but only if:

**7.8.1** Service downtime lasted for more than 12 consecutive hours within a 24-hour period, and the Provider was immediately notified thereof;

**7.8.2** Service downtime lasted for more than 5 days within a 30-day period, and the Provider was immediately notified thereof;

**7.8.3.** Service downtime lasted more than defined by the Package.

**7.9.** Refunds are only offered when the unavailability of the Service is the direct responsibility of the Provider.

## 8. TRIAL ACCESS

- 8.1.** At its discretion, the Provider can offer a 24-hour trial account. The Provider reserves the right to discontinue, cancel or deny provision of the free trial at any time.
- 8.2.** The free trial commences as soon as the Provider sends the email of confirming the successful setup of the Service to the Customer.
- 8.3.** The Provider reserves the right to notify the Customer of the remaining trial time as well as invite the Customer to continue the Service by purchasing a paid subscription. Such notices and invitations will be sent from time to time to the Customer's registered email at the Provider's discretion.
- 8.5.** Trial access is offered only to new Customers.
- 8.6.** The right to a free trial can only be exercised once per Customer.
- 8.7.** The free trial demonstrates all the Service features as defined in the description of the full-featured Subscription Package that includes all security tools, according to the Provider's website or other publicly available materials.
- 8.8.** If the Customer chooses to continue with paid protection after the free trial, the chosen protection package will include the entire feature set as given in the description of said package; to deliver the required effect, the package does not have to include the same feature set as offered under the free trial program.
- 8.9.** If the Customer chooses to continue with paid protection after the free trial, the trial period is to be paid for in accordance with the package chosen (paid subscription will start at the day when the trial period was activated).

## **9. LIABILITY RESTRICTIONS AND EXEMPTIONS**

**9.1.** The Internet consists of various independent networks interacting with one another that are not controlled or monitored by the Provider. The Customer agrees with that and also agrees not to hold the Provider liable for any problems caused by faults in operation of these networks. In these cases, when the services offered by Internet service providers do not work as expected, or when one of the subnetworks of the Internet malfunctions, and such services and/or networks cannot operate as expected, temporary or constant, whole or partial disruptions of the Service may occur, and the Service may be unavailable for a certain period of time.

**9.2.** The Customer agrees that the Provider is not responsible for damages inflicted or charges incurred while the services do not function and/or are unavailable, including due to the malfunctioning or unavailability of Internet services from the Internet providers' network(s). Neither these nor accidents or abuse that the Customer is guilty of are the responsibility of the Provider.

**9.3.** The Provider cannot be held liable to the Customer or to third parties for any disruptions in the security of the Customer's network(s), systems or equipment, or for any loss or theft of information transmitted over the Internet or located on computers directly connected to the Internet. Neither the Provider nor any other Party related to the establishing, production, provision, suspension or interruption of the services, or any Party maintaining the services shall be liable to the Customer or to third parties for any loss of revenues, loss of data, equipment, unavailability of the network or of a web site, or be held liable for any indirect accidental, special losses of any kind whatsoever resulting from the above. No claims related to these General Conditions or to the provision of the Services shall be accepted, even when the Provider notified the Customer of the possibility of such losses. The Provider shall under no circumstances be held liable for any damages caused by the Customer or for any damages resulting from the use of the Services.

**9.4.** The Customer gives their consent to protect, not hold liable, and hold harmless the Provider and its directors, managers, attorneys-in-fact, shareholders, employees, independent subcontractors, affiliates, collaborators, agents, as well as protect them from and against all kinds of losses, costs, liabilities, judgments, damages and expenses, without limitation of any attorney fees and costs payable as a result thereof.

**9.5.** The Customer agrees to protect the Provider from risks, actions, investigations, procedures or lawsuits arising out of the Customer's own violation or out of a violation committed by the Customer's employees, customers, subscribers, business partners, agents, representatives, or other end users of the Services. In these cases, every end user must be informed by the Customer of every obligation set with these General Conditions if such user is authorized by the Customer or by any other Party listed above to use the Services, or is already using or has access to the Services through the Customer's equipment or means. The Customer must prevent any violations of guarantees by its representatives and the violation of the provided agreements specified herein, as well as prevent any behavior defined as abuse. The Customer also must prevent negligence or deliberate malevolent behavior by its representatives as well as protect the Provider from any indictment resulting from the use of the Services by the Customer itself or by its representatives.

**9.6.** The Provider shall not be held liable for the fulfillment of its obligations, when such fulfillment is hindered or delayed by events beyond its control including, without limitation, acts of God, wars, revolts, sabotage, terrorism, embargo, fires, floods, accidents, earthquakes, strikes or other labor-related problems, as well as interruptions or delays in the transmission of telecommunication services, actions undertaken by its providers or producers, incapacity of obtaining required materials or electrical power required for the provision of the Services, as well as any governmental requirements (force majeure events).

**9.7.** Under no circumstances shall either Party be liable to the other Party for any consequential, indirect, incidental, punitive or special damages of any kind or nature whatsoever including, but not limited to, loss of

business, revenue, profits, goodwill, anticipated savings, increased costs or expenses and attorney's fees, even if foreseeable, regardless of whether such damages arise out of contract, tort, strict liability or otherwise.

## 10. LIMITATIONS AND LICENCE

**10.1.** All rights and interests in relation to the Services and work types, the Provider's network or any other technologies used by the Provider to offer the Services, along with all related technologies such as software code and all other related materials and results (including the server's domain name, proxy system, routers and switches, IP network, software, and information) and all intellectual property built into this structure or derived from it shall be regarded as the sole property of the Provider and/or its licensors.

**10.2.** The Provider hereby grants the Customer restricted, completely gratuitous, or completely paid for non-transferable, non-sublicensable, revocable rights of use to the Services for the sole purpose of facilitating the Customer's own activities during the time of use of the Service only.

**10.3.** Neither the Customer nor any other person acting on the Customer's behalf may not modify, adapt, sublicense, transmit, resell for profit, or otherwise distribute or create derivative works based upon the solely owned material properties. The Provider and its licensors reserve all rights not granted herein.

**10.4.** No part of these General Service Conditions shall grant any rights to the Customer, moreover, it explicitly prohibits them from reselling the Services or any component of the Services and/or obtained materials, or offer works and/or versions derived from the Services, whether directly or through third parties, and/or market them as consumer service, products or as subscription services.



## **11. FINAL CLAUSES**

**11.1.** The Provider reserves the right to modify this Agreement and/or add clauses at any time. All additional clauses and modifications to the present Agreement will be effective immediately and will be in full effect for the Customer.

**11.2.** By accepting this Agreement, the Customer confirms that their personal information in the registration form is voluntarily submitted to the Provider. The Provider acknowledges that all information provided by the Customer shall be subject to the confidentiality obligations and the Provider shall use all confidential information solely in connection with the fulfillment of the requirements of this Agreement and for its internal business purposes.

**11.3.** If agreements of any sort do not exist or are lacking between the Customer and the Provider, this Agreement shall be regarded as regulating the relations between them.

**11.4.** All matters not mentioned in the present Agreement shall be resolved in accordance with the legislation of Russian Federation.

**11.5.** Any dispute arising between the Parties in relation to this Agreement, including those relating to its validity, effectiveness, interpretation, fulfillment, and resolution shall be settled by a competent court of Russian Federation.

**11.6.** The remaining portion of this page is intentionally left blank. Any clauses listed below are invalid and have no legal relation to this Agreement.