

GENERAL TERMS OF PROVIDING WEB HOSTING

Yerevan

____.____.2026

These general terms of providing Web hosting define the Web hosting Service provided by Viva Armenia Closed Joint-Stock Company, operating under Viva and other trademarks, the procedure and conditions for their provision, the rights and obligations of the Parties related thereto, the liability of the Parties for the non-fulfillment or improper fulfillment of their obligations, as well as the procedure for termination of the Services.

These Terms and Conditions shall constitute an integral part of any document related to the Services executed between the Parties.

1. DEFINITIONS

1.1. **Data** – any information and materials, including but not limited to, protected results of intellectual activity and means of individualization as defined in Article 1100 of the Civil Code of the Republic of Armenia and other applicable legal norms, confidential information, personal data and any other materials and information.

1.2. **Order** – a set of quantitative and qualitative parameters of Services formed by the User in accordance with Section 4 of the Terms, including but not limited to, technical specifications of the Service, its price, pricing terms and other conditions.

1.3. **Identification** – the procedure for establishing and verifying information about the User.

1.4. **“Web hosting service”** or “Service” means the provision of server resources, the relevant software environment, and network access for publication of websites/applications.

1.5. **Package** - a configuration of resources and the corresponding monthly fee approved by the Contractor, as specified in Appendix 1 to these Terms.

1.6. **Service period** – the period from the first to the last day of each calendar month, inclusive (time zone for determining the start and end of the calendar day: UTC+4:00). The initial Service Period is defined as the period from the date the Service is first used until the last day of the month in which the use of the respective Service began.

1.7. **Partner** – a third party engaged by Viva to provide Web hosting to the Client.

1.8. **Parties** – collectively, Viva and the User.

1.9. **Viva or the Contractor** – Viva Armenia CJSC.

1.10. **Client or User** - a legal entity or individual that orders Web hosting from the Contractor in accordance with these Terms.

1.11. **Terms** - General terms for the provision of the present Web hosting service.

2. SERVICES

2.1. The Contract is a framework contract covering services related to Web hosting and establishes the general terms for their provision, as well as governing all relations between the Parties arising from the testing, ordering, use, and discontinuation of use of the Web hosting service.

2.2. For the provision of Web hosting, Viva has the right to engage other Partners.

3. METHODS OF ORDERING THE WEB HOSTING SERVICE

3.1. The User may place an Order for Web hosting through the sales representative of Viva, by signing the Order as a paper or electronic document using a handwritten signature or an electronic digital signature.

3.1.1. By signing the Order, the User gives their unconditional consent to the terms specified in these documents, the terms of the Web hosting service, and the terms published on viva.am website, and undertakes to comply with the requirements set forth in such documents.

3.2. The technical parameters (configuration) of the Web hosting selected by the User, its price, tariff plans and other terms shall be deemed agreed upon at the moment the Order is placed, in accordance with the procedure established in this section.

4. TESTING OF THE WEB HOSTING SERVICE

4.1. For the purpose of determining the User's need to use the Service on a commercial basis, studying Viva's consumer demand for the Service, as well as testing the functionality thereof, Viva, at its own discretion, has the right to provide the User with the Service free of charge for a 7-day-period to familiarize with its functional capabilities. At the same time, the period provided for testing purposes shall be limited to the respective month.

5. RULES FOR USING THE WEB HOSTING SERVICE

5.1. When using the Web hosting service, the User undertakes to:

5.1.1. Inform Viva about any detected malfunctions, failures or defects in the operation of the Web hosting service.

5.1.2. Not to publish or transfer any information the distribution of which is prohibited by the legislation of the Republic of Armenia or other applicable laws, including but not limited to information containing viruses or other malicious components, political statements, texts or pornographic materials.

5.1.3 Not to send advertising or other information without prior consent from the recipient.

5.1.4. Not to perform actions aimed at disrupting the normal functioning of Internet network elements (computers, other equipment or software);

5.1.5. Not to perform any actions that may cause malfunctions of the Web hosting services and/or hardware and software complex and/or Viva's and/or Partners' data processing centers, as well as create obstacles for other users of the Web hosting service in accessing the services.

5.1.6. Not to use the Web hosting service as a platform for attacks (including but not limited to DoS, DDoS), scanning, password guessing, decryption key cracking, or other malicious activities.

5.1.7. Not to perform actions aimed at gaining unauthorized access to Internet network resources, computers, other equipment or information resources of third parties.

5.1.8. Not to perform any actions contrary to applicable legal norms on copyright, as well as actions contrary to legislation on information, personal data, privacy, communication secrecy (or other confidential information).

5.1.9. Not to use the provided Web hosting service for illegal entrepreneurial activities;

5.1.10. Install up-to-date antivirus software (where possible) and security patches provided by the manufacturers of the respective software producers.

5.1.11. Not to publish information constituting state secrets;

5.1.12. Not to provide Web hosting or access thereto to third parties who are not Representatives of the User,

5.1.13. The User is not entitled to provide access to its Web hosting service to any third party, nor to use the Service for the benefit of third-party organizations or individual entrepreneurs.

5.1.14. Not to use the capabilities/services provided within the service for mining (obtaining cryptocurrency);

5.1.15. Not to provide services or access to them to third parties who are not Representatives of the User, except in cases where a reseller (partner) contract, allowing this, has been concluded between the Parties, and the Order for the service is made on the basis of such a contract and its terms.

5.1.16. Not to use the Services in a way so as to avoid making payments, and not to create multiple accounts that impersonate different Users to take advantage of preferential terms for Services within the framework of promotions.

Viva shall be entitled, without providing any compensation, making any payment, or giving any notice, to suspend or terminate the Services upon the occurrence of any of the events specified in Clauses 5.1.1 - 5.1.16 or where there is a reasonable risk that any such event may occur. In such case, the Client shall, at its own expense, defend, indemnify, and hold the Contractor harmless against any claims, complaints, petitions, lawsuits, liabilities, losses, or damages arising out of or in connection with the activities specified in Clauses 5.1.1 - 5.1.16.

5.2. The User undertakes to comply with the following password security rules:

5.2.1. If a password is provided to the User when granting access to the Web hosting service, the User undertakes to immediately change the provided password after the first use, creating a new password.

5.2.2. A password created by the User must meet the following requirements:

- the password length must be at least 8 characters;
- the password must contain uppercase and lowercase letters, digits and special characters (@ # \$ & * % etc.);
- the password must not include easily guessable character combinations (such as names, surnames, APM names, etc.), as well as common abbreviations (ECM, ECM, LAN, USER, SYSOP, etc.);
- when changing the password, the new password must differ from the previous one in at least 3 characters.

5.2.3. The User undertakes to ensure proper storage of password information, not to disclose the password to third parties and to organize periodic (once every 3 months) password changes.

5.2.4. If the User suspects that his/her password information has become known to third parties, he/she must immediately change it and notify Viva thereon.

5.2.5. The User is responsible for fulfilling the obligations specified in clause 5.2 to these Terms, as well as for protecting his/her password from unauthorized access by third parties.

6. PRICE OF THE WEB HOSTING SERVICE AND PAYMENT METHOD

6.1. The Web hosting service packages and applicable fees are published on the viva.am official website. The Customer shall select the package that best meets his/her requirements.

6.2. Payment for the price of Services may be made by the following methods:

6.2.1. For Orders: by bank transfer to the bank account of the Executor or by bank card in accordance with Viva's instructions, which may be provided upon request separately.

6.3. Viva has the right to unilaterally change the rates for Users.

6.4. The payment method shall be postpaid. The Customer shall pay the Contractor for the Services rendered on a monthly basis, no later than the 15th day of the month following the relevant billing month. Payment shall be made on the basis of an invoice issued by the Contractor and submitted to the Customer no later than the 7th day of the month following the relevant billing month.

6.5. Settlements between the User and Viva are made in Armenian drams, unless another currency has been agreed upon between the Parties in the Order.

6.6. The moment a User's monetary obligation is considered fulfilled shall be the moment the corresponding funds are credited to Viva's settlement account.

6.7. If the User violates the payment terms for continuing to use the Web hosting service, Viva is entitled to suspend the provision of the Web hosting service.

7. SUSPENSION AND BLOCKING

7.1. Viva is entitled to suspend the provision of Web hosting service (until the relevant violations or causes for suspension are remedied) without compensation for damages or payment of penalties in the following cases:

7.1.1. Upon the User's violation of the rules for using the Web hosting service established in Section 5 of the Terms;

7.1.2. Upon Viva's reasonable suspicion that the User has violated the terms specified in Clause 7.1.1 of the Terms, until the User has resolved such suspicion by providing the necessary information;

7.1.3. Upon violation by the User of the payment terms and conditions for continuing the use of the Service - taking into account Clause 6.7 of the Terms;

7.1.4 Upon termination not at Viva's fault and/or failure to perform respective contracts by contractors, partners, licensors, providing software or other technologies used by Viva for organizing and/or providing Web hosting service, resulting in Viva's inability to provide all or part of the Web hosting service or the necessity to change the method of providing the Web hosting service, including for an indefinite period;

7.1.5 In cases established by the legislation of the RA;

7.1.6 If the Customer's website has been compromised or if there are reasonable grounds to suspect that the website has been compromised.

7.2 The Operator shall suspend provision of the Service if the User failed to pay for the Service on time, by notifying the User 5 (five) working days in advance via e-mail or GSM number, as well as in other cases stipulated under the RA Legislation.

8. RESPONSIBILITIES OF THE PARTIES

8.1. In the event of the User's delay in fulfilling payment obligations, the Client shall have the right to claim a penalty of 0.13% of the unpaid amount for each day of delay.

8.2. In case Viva fails to meet the declared quality level of Web hosting, the User shall have the right to claim a penalty calculated in accordance with the Service Level Agreement.

8.3. The User is responsible for the proper configuration and use of the Web hosting service, as well as for taking other appropriate measures to ensure the security, protection, and backup of the Data, so as to provide adequate security and protection. This includes the use of encryption to protect the Data from unauthorized access and regular archiving or backup of the Data across different information technology infrastructures. Viva shall perform Data backup only where such functionality is included in the applicable Service package.

8.4. The Parties shall be released from liability for partial or complete failure to fulfill their obligations if they can prove that such failure or improper performance of the obligations stipulated in the Terms occurred due to force majeure circumstances or at the fault of the counter Party.

8.5. A Party that is unable to fulfill its obligations due to force majeure shall promptly, but no later than within 3 business days, notify the counter Party thereon in writing.

8.6. If force majeure circumstances persist for more than 1 month, each Party shall have the right to prematurely terminate the Terms, followed by mutual settlements.

8.7 If any third party brings claims against Viva, in whole or in part based on an allegation that the User has violated the rules of using the Service, including the rules for using third-party software, resulting in an infringement of that party's rights, the User agrees to independently and at its own expense resolve such claims and fully compensate Viva for all losses incurred, unless the User can prove that the claims were caused by Viva's unlawful actions.

8.8. In the event of the Client's breach of its obligations under the Terms, the Contractor shall have the right to terminate these Terms and/or the Order unilaterally through extrajudicial procedures, subject only to providing the Client with at least 10 (ten) days' prior notice and requiring payment for the Services rendered up to the date of termination. Prior to exercising its rights under this Clause, the Contractor may, at its sole discretion, grant the Client a period of time to remedy the breach.

9. LIMITATION OF VIVA'S LIABILITY

9.1. Viva shall be liable to the User only for the willful breach of its obligations as provided for in the Terms.

9.2. Viva shall not be liable for any unavailability, delays, interruptions, actual damages or loss of profit arising from the following causes:

9.2.1. Violation by the User of the rules for using the Web hosting service;

9.2.2. In connection with the use of computers, other equipment, communication channels, and/or software owned by third parties in the provision of Web hosting service, for any defects in electronic or mechanical equipment and/or software, or due to other objective technological reasons, as well as a result of actions or inactions of third parties, data transmission or connectivity issues, traffic exchange policies between telecommunication operators, and other circumstances that occurred not at the fault of Viva;

9.2.3. For the performance of scheduled, urgent, technical or emergency maintenance work, provided that such maintenance is carried out with notice, in accordance with the Service Level Agreement;

9.2.4. Any delays or interruptions caused by defects in any electronic or mechanical equipment and/or software, or other objective technological reasons, as well as the result of actions or inactions of third parties, data transmission or connectivity issues, provided that all of the above events occurred through no fault of Viva.

- 9.2.5. Suspension or termination of the Web hosting service as agreed with the User;
- 9.2.6. Intentional or unintentional actions by the User, including changes made by the User to software settings that directly or indirectly affect access to Web hosting, performed without agreeing with Viva;
- 9.2.7. Inoperability of the User's software and/or hardware, or its incompatibility with the Web hosting service or with certain software used within it;
- 9.2.8. Any unauthorized access, modification or deletion, destruction, damage, loss or failure to retain Data that did not result from Viva's intentional actions;
- 9.2.9. DoS/DDoS attacks: in the event of such an attack, Viva shall not be held liable for any degradation in the quality of the Web hosting service, reduction in its volume, interruptions or failures in the provision of the Web hosting service. Furthermore, if such an attack poses a threat to Viva's software and/or hardware, Viva has the right to immediately and without prior notice suspend the provision of the Service;
- 9.3. Viva does not guarantee that the Web hosting service will meet the User's requirements and expectations. The User agrees that the provision of the Web hosting service is carried out using Viva's software and/or third-party software, which operates on an "as is" basis, i.e., with the declared functionality and without any guarantees of error-free operation.
- 9.4. Viva is not liable for compensation of lost profits of the User.
- 9.5. Except in cases of willful breach by Viva of the obligations stipulated in the present Terms or by law, the maximum liability of Viva under the present Terms, including any damages caused to the User, shall in any event be limited to the total amount of payments received by Viva from the User during the last calendar month of the Terms prior to the event giving rise to liability.
- 9.6. The Operator shall not exercise control over the content of the transmitted information. Any information acquired shall be used at the User's own risk and responsibility. The Operator shall not be liable for the accuracy, lawfulness or quality of the information acquired through the Service.

10. PROCEDURE OF DISPUTE RESOLUTION

10.1. Disputes arising from the non-performance or improper performance by the Parties of their obligations under the present Terms or the Order, and not resolved through negotiations, shall be subject to resolution in the order stipulated under the RA legislation. The Parties shall settle all disputes through negotiations, and upon failure thereof they shall be resolved in a judicial procedure.

11. EFFECTIVENESS, AMENDMENT AND TERMINATION

11.1. The Terms constitute a one-month subscription commencing on the date of bilateral execution of the Contract.

11.1.1. If neither the User nor Viva notify about termination of the Order at least 5 (five) days before the expiration date, the Contract shall be considered renewed for the next month. The number of renewals of the Order is unlimited.

11.2. The Operator has the right to unilaterally change any provision of the Terms by notifying the User thereon 10 (ten) days prior to the effective date of such a change or publishing it on the official website thereof. In the event of a change that the User disagrees with, the latter is entitled to unilaterally terminate the Order as per the procedure stipulated by the present Terms by notifying the Operator thereon in writing 5 (five) days prior to the effective date of such change.

12. MEANS OF COMMUNICATION

12.1. Viva has the right to send the User documents and legally significant communications related to the Terms, including, but not limited to, notices, messages, claims (demands), invoices, bills, acts, and other documents (hereinafter referred to as “Messages and Documents”) in the following way:

12.1.1. To the User’s email addresses specified in the Order.

12.2. The User has the right to send messages and documents to Viva by the following means:

12.2.1. For Orders placed by the User through the sales representative: to the email address hosting@viva.am, or through feedback forms available to the User on the Platform and designated for sending the respective messages and documents;

12.2.2. To the User’s email addresses specified in the Order;

12.3. Either Party has the right to unilaterally change the email addresses used for exchanging legally significant communications by sending a notification to the counter Party, and such change shall take effect upon receipt of the respective notification by the counter Party.

12.4. The Parties guarantee that decision-making and the exchange of Messages and Documents are carried out by authorized persons and proceed from the presumption that any person engaging in such interactions on behalf of a Party possesses the necessary authority. The Parties are responsible for timely reviewing the Messages and Documents sent to the email addresses they have designated as their official contact addresses under this section and for promptly informing the counter Party of any changes to such contact details. The Party that fails to ensure such availability shall personally bear the risk of not receiving legally significant communications.

12.5. The date of receipt of Messages and Documents by the Parties shall be considered the date of sending thereof. If they are sent on a non-business day or after 6:00 PM Armenian time, the date of receipt shall be the next business day following their dispatch.

12.6. In addition to the methods of exchanging Messages and Documents provided for in this section, such exchange may be carried out using electronic document circulation system in accordance with a separate electronic document circulation contract concluded between the Parties. In this case, sending Messages and Documents by other methods specified in this section shall not be required.

13. CONFIDENTIALITY

13.1. Confidential information means any data, documents or materials in any form and on any media provided by one Party (the Disclosing Party) to the other Party (the Receiving Party) for the purpose of performing the present Terms, or designated as confidential information, or referred to as confidential information.

13.2. The term confidential information does not include information that was or has become publicly available other than as a result of disclosure by the Receiving Party;

13.3. The Parties undertake and guarantee that the received confidential information will be used solely for the purpose of fulfilling the present document.

13.4. The Parties undertake not to disclose or transfer any confidential information received from the other Party to any third party without the prior written consent of the Disclosing Party, except in cases where the disclosure or transfer of such confidential information is expressly permitted under these Terms.

13.5. Permissible transfer and disclosure of confidential information:

13.5.1. The User permits, and Viva has the right, to mention the User, the legal entity, on any Viva websites on the Internet and in any Viva representational, informational and marketing materials, as well as other sources, as one of Viva's business partners and/or clients, and also to refer to the fact of cooperation between the User, the legal entity, and Viva in general form without mentioning cooperation details, with or without using the User's trademark, service mark, trade name or commercial designation.

13.5.2. Viva has the right to transfer confidential information to Partners engaged by Viva for the provision of Services, the list of which shall be provided to the User upon the User's written request, provided that each Partner to whom confidential information is disclosed undertakes written obligations to Viva to ensure the confidentiality regime in compliance with the present Terms. The grounds and conditions for such transfer may be specified in the Special Terms of the Service.

13.6. The Parties exchange confidential information by any of the following means:

- in paper form;
- orally and by visual demonstration at the office;
- file exchange using removable storage media;
- by other means in accordance with a separate contract between the Parties.

13.7. The transfer of confidential information does not constitute a transfer or provision to the Receiving Party of any rights related to trade secrets, manufacturing secrets (know-how), copyrights or other rights to the confidential information.

13.8. The Receiving Party undertakes, within 10 (ten) business days from the receipt of a written request from the Disclosing Party (depending on the content of such request), to destroy or return the media containing the confidential information.

13.9. The Receiving Party undertakes, within no more than 3 (three) business days, to inform the Disclosing Party upon becoming aware of any breach of confidentiality terms by itself and/or its representatives concerning the confidential information, and to provide assistance in minimizing the damage resulting from such breach.

14. OTHER PROVISIONS

The primary text of the present Terms is drawn up in Armenian. In the event of any discrepancies between the different language versions, the Armenian version shall prevail.

Web hosting service bundles

Function \ Bundle	Starter	Optimo	Century	Millenium	Enterprise
Disk space	1 GB	5 GB	10 GB	20 GB	40 GB
Email	10	25	100	300	500
SQL Database	1	2	3	15	25
SSL Certificate	Included	Included	Included	Included	Included
Traffic	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
DNS Management	Included	Included	Included	Included	Included
Imunify360	Not included	Not included	Included	Included	Included
Jetbackup	Not included	Not included	Included	Included	Included
Sitejet Builder	Not included	Not included	Included	Included	Included
WP Toolkit	Not included	Not included	Included	Included	Included
Sub-domain	2	5	50	150	200
Add-on domain	-	1	1	5	10
Parked domain	1	2	3	7	10
PHP	Included	Included	Included	Included	Included
SSI	Included	Included	Included	Included	Included
FTP	Included	Included	Included	Included	Included
Monthly fee AMD	1 750	3 000	4 560	6 000	9 600

Requisites of the Operator

Viva Armenia Closed Joint-Stock Company

4/1 Argishti str., Yerevan 0015, RA

TIN: 01551651

Account Number: 1930004268280100 in “Converse Bank” CJSC

Website: <https://www.viva.am/en>