|  |  |  |
| --- | --- | --- |
| **Customer:** | **Name of customer company, Ltd.** | |
| Authorized person: | Name and surname of authorized person | |
| Legal address: | Address, City, Country, Postcode | |
| Registration No.: | Registration No. | |
| VAT No.: | VAT No. | |
| Account Details: | Bank: | Name of bank |
| Bank code (SWIFT): | Code of bank |
| Account No.: | Account number |

|  |  |  |
| --- | --- | --- |
| **Provider:** | **eServices Business, LTD** | |
| Authorized person: |  | |
| Legal address: | Stabu street 16-20, Riga, Latvia, LV-1011 | |
| Registration No.: | 44103124574 | |
| VAT No.: | LV44103124574 | |
| Account Details: | Bank: | A/S Swedbank |
| Bank code (SWIFT): | HABALV22 |
| Account No.: | LV61HABA0551046982518 |

The parties are also referred to together as Parties and separately as Party

|  |  |  |  |
| --- | --- | --- | --- |
| **CUSTOMER REPRESENTATIVES** | **Phone/Fax** | **Mobile phone** | **E-mail** |
| Administrative contact:  Name Surname | Phone/Fax | Mobile phone | e-mail |
| Billing contact:  Name Surname | Phone/Fax | Mobile phone | e-mail |
| Technical contact:  Name Surname | Phone/Fax | Mobile phone | e-mail |

|  |  |  |  |
| --- | --- | --- | --- |
| **PROVIDER REPRESENTATIVES** | **Phone/Fax** | **Mobile phone** | **E-mail** |
| Administrative contact: | (+371) 67213998 | (+371) 29144782 | info@eservices.business |
| Billing contact: | (+371) 67213998 | (+371) 20003755 | billing@eservices.business |
| Technical contact: | (+371) 67213998 | (+371) 20003755 | support@eservices.business |

The invoice payment term is 15 days after receipt of the invoice. The invoice is sent electronically to the customer e-mail address: email@customerdomain.com or by post to the address: Address, City, Country, Postcode

|  |  |  |
| --- | --- | --- |
| Provider |  | Customer |
|  |  |  |
| Name Surname |  | Name Surname |

1. **Subject of the contract**
   1. The provider undertakes to provide services in accordance with the terms of the agreement and service descriptions in the specified quality and quantity.
   2. The customer undertakes to use the services for his own needs, in accordance with the provisions contained in the agreement.
2. **Ordering and setting up the service**
   1. The provision of services within the framework of this agreement begins after the installation of the service.
   2. The provision of a new service is started after the signing of a new annex to the agreement and the installation of the service.
   3. A new annex to the agreement is an integral part of this agreement, is signed by both parties and contains the description, scope and price of the service.
3. **Obligations and rights of the provider**
   1. Adequately provide services in accordance with the agreement and the annexes to the agreement.
   2. Protect the service provider physical servers in the Data Centers, hereinafter in the contract and in all subsequent annexes to the contract - Data Centers, external data transmission connections with a firewall.
   3. Provide as per service description:
      1. The availability of technical and software resources necessary for the provision of services with the means at the service provider disposal;
      2. Security and protection of customer data from unauthorized access in Data Centers;
      3. Confidentiality of customer information;
      4. Data transmission speed (not guaranteed) from Data Centers, unless otherwise stated in the service description: from/to data center up to 100 Mbit/s.
   4. In case of non-payment of the service provider invoice, the service provider reserves the right to terminate the provision of services to the customer within 30 days after the end of the payment term shown in the invoice. The service provider resumes the provision of services after payment of the overdue payment and overdue interest.
   5. The service provider reserves the right to terminate the provision of services without warning if the activity of the Customer's users threatens the security of the service provider technical resources.
4. **Obligations and rights of the customer**
   1. Receive discounts for services.
   2. The customer is responsible for using of the services in accordance with the legislation of the relevant country.
   3. Submit claims about the quality of the services provided by the service provider, and if it objectively does not match the description of the services - receive the compensation determined by the service provider. The amount of compensation cannot be greater than one month's service subscription fee.
   4. In case of necessity, technical issue or problem, contact the service provider by phone: (+371)20003755 or email: [support@eservices.business](mailto:support@eservices.business).
5. **List of services and description according to the customer's choice**
   1. The services require the use of a data transmission connection around the world.
   2. The Service does not include the service provider obligation to administer the Customer's data in any way, except in cases where the parties agree on this separately.
   3. The service provider reserves the right to use the provision without warning if the service provider substantiates a claim from third parties for copyright infringement.
   4. The service provider is not responsible for the content of the customer's data.
   5. The customer is prohibited from placing on the service materials that infringe the copyright of third parties, pornographic materials, propagandizing national or religious hatred, or materials that may be the basis for involving the service provider in a legal dispute.
   6. List of services according to the customer’s choice:

|  |  |  |  |
| --- | --- | --- | --- |
| **Hosting** | | | |
| **Domains** | | | |
| **Service** | **Price** | **Per** | **Customer choice** |
| Subdomain of eshop24.shopping | 1200€  1452€ with VAT | Year | + / - |
| Centralized management of one Domain | 12€  14.52€ with VAT | Year | + / - |
| Centralized management of unlimited Domains | 300€  363€ with VAT | Year | + / - |

1. **Protection of customer information**
   1. The service provider has the right to transfer the Customer's information only to the competent state authorities in cases specifically provided for in the legislation.
   2. Only those employees of the service provider who perform the functions of the system administration have the right of access to the premises of the Data Center.
   3. The physical components of the service provider technical resources are placed in the premises of the Data Center, which ensure physical inviolability in the event of disasters.
2. **Responsibility and SLA**
   1. The service provider is responsible for interruptions in service provision caused by circumstances that the service provider could control or foresee by providing preventive (preventive) measures.
   2. The service provider guarantees that all services will be available to the Customer 24 hours per day. On working days from 08:00 AM to 11:00 PM the availability rate is 99% per month and at other times the availability rate is 99% per month. In case of hardware failure, all services may be unavailable for 4 hours.
   3. The service provider is not responsible for interruptions in service provision, which are caused by the interruption of services of telecommunication service providers to the customer, interruption of the operation of the customer's communication equipment, errors in the customer's software or software emergencies.
   4. The client or access software required for using the service is the property of the customer, the customer is responsible for the licensing, functionality, maintenance and origin of this software.
   5. The service provider is not responsible for all actions performed using the customer's technical resources, access and authorization codes.
3. **Settlements**
   1. The Customer undertakes to pay for the services ordered under the agreement by paying the service provider invoices within the specified term.
   2. For services for which the total fixed monthly subscription fee:
      1. The service provider shall invoice the customer for the current month no later than the 10th of the following month.
   3. For services for which a one-time fee is determined, the service provider prepares and submits an invoice to the Customer no later than 10 days after the implementation of the services
   4. The invoice payment day shall be considered the day when the payment has been made by the customer, as evidenced by the payment order.
   5. For delayed payments, the customer pays to the service provider late interest in the amount of 0.3% (three tenths of a percentage) of the delayed payment amount for each day of delay.
   6. The contractor has the right to change the price of the services specified in the general price list by notifying the customer in writing 30 days in advance.
4. **Force-majeure**
   1. Either party will be released from liability for failure to perform this agreement in whole or in part if it is caused by Force Majeure. Force majeure is any event beyond the control of the parties and directly related to the performance of this agreement, including (without limitation) war, mobilization, blockade, embargo, civil unrest, fire, flood, earthquake, as well as unexpected and unforeseen changes in legislation and other the norms contained in the normative acts issued by state and local government institutions, including the norms contained in the normative acts issued by the Public Services Regulator.
5. **Term and termination of the agreement and annexes to the agreement**
   1. This Agreement and any annexes to this agreement signed in the future enter into force on the date of its signing and remain in effect for an indefinite period.
   2. General cases of termination of the contract and contract annexes:
      1. The contract and/or the annexes to the contract can be terminated upon written submission of the customer or the service provider, submitted no later than 30 days in advance.
      2. In case of termination of the contract and/or contract annexes, the service provider prepares and submits the final settlement to the customer no later than 10 days after the termination of services.
      3. In case of non-payment of the customer's invoice, the service provider reserves the right to unilaterally terminate the contract with the customer after 30 days from the end of the payment term shown on the invoice. In case of contract renewal, the customer shall pay all installation fees again.
      4. The agreement and/or the annexes to the agreement shall cease to be effective upon the entry into force of the regulatory acts by which the services provided for in this agreement, the provisions of the agreement or the provision of certain services or their type are recognized as illegal and it is not possible to renew or change this agreement or any of its components, keeping the transaction valid.
6. **Courts**
   1. The parties undertake to do their best to resolve all disputes arising in connection with this agreement through mutual negotiation and agreement.
   2. The parties agree that in the event that disputes arising from the contract cannot be resolved through mutual negotiations, they will be settled in court in accordance with the procedure provided for in legal acts. If there is no additional written and mutually signed agreement.

The Customer is familiar with the service description, prices and terms of service provision and undertakes to comply with them.

|  |  |  |
| --- | --- | --- |
| Provider |  | Customer |
|  |  |  |
| Name Surname |  | Name Surname |