



TERMS OF SERVICE

EFFECTIVE September 18, 2026

DEFINITIONS

Unless otherwise defined in the body of the Terms, the following definitions apply:

Customer – means any individual entrepreneur or legal entity who registers on the Portal and receives the Services in accordance with these Terms.

Contractor – means Qrator Technologies FZ-LLC.

Affiliate/Affiliated entities – means any legal entity that directly or indirectly controls, is controlled by, or is under common control with the Contractor, and that participates in or supports the provision of the Services.

Technical Partner – means any third-party legal entity from which the Contractor procures hardware, software, connectivity, data-center capacity or other infrastructure/services that are used to deliver or support the Services for the Customer.

DDoS (Distributed Denial of Service) - means a coordinated activity of compromised devices connected to the Internet aimed at exhausting the network or computational resources of a target server.

Unsolicited Traffic - means traffic directed to the Customer's Resources that was neither requested nor originated by the Customer or legitimate users of Resources and that impedes the stable and uninterrupted operation of the Customer's Resources.

Traffic Unit - means megabits per second (Mbps).

Customer Resources/Resources (Customer Applications and Services) - means all Customer-owned or Customer-operated internet resources, domains, internet-facing applications, websites, APIs, and related online services that are subject to the Services.

Main Service (Traffic Filtering Service) - means the Contractor's services that protect Customer Resources from DDoS attacks by analysing and filtering traffic between a Customer Resource and the Internet. A detailed description of the technology underlying the Main Service is available at the following link: <https://docs.qrator.net/en/architecture.html> . The Customer may review this information at any time. If these Terms conflict with any materials available via the above links, the Terms prevail; linked materials are informational only.

Additional Services - means any services, including those technologically related to Traffic Filtering, that complement or enhance the commercial and technical value of the Traffic Filtering service. A detailed description of the technologies underlying the

Additional Service is available at the following link: <https://docs.grator.net/en/technologies/> . The Customer may review this information at any time. If these Terms conflict with any materials available via the above links, the Terms prevail; linked materials are informational only.

Services - means both the Main Service and Additional Services provided under these Terms.

Portal - means the Contractor's public website at <https://grator.net>

Customer Account - means the dedicated section within the Portal made available by the Contractor through which the Customer may order Services and monitor usage statistics.

Subscription Plan - means the scope, parameters, and pricing of the Services.

Fees - means the amounts payable by the Customer for the Services, as determined by the selected Subscription Plan and in the invoice.

Billing period - means the period for which the Services are provided and the Fees for the Services accrue. Each Billing Period shall be one (1) calendar month.

Settlement Period - Settlement Period means the period for which the Services shall be paid. Unless otherwise specified in the applicable Invoice, the Settlement Period shall be one (1) calendar month.

Start Date - Start Date means the date on which the applicable Subscription Plan becomes active and the first Billing Period under such Subscription Plan commences.

Agreement/Terms – means the contractual relationship between the Contractor and the Customer upon acceptance of this document, including all incorporated documents, appendices, policies, and referenced URLs.

Parties - mean the Contractor and the Customer.

Trial Period - means a limited, free-of-charge access to the Services made available solely under the Qrator Free Trial Services Agreement with Qrator Labs CZ s.r.o. (grator.net/company/legal). The Trial Period is for evaluation and testing only, carries no SLA or support commitments, and may be discontinued at any time.

Technical terms not expressly defined in this section shall be interpreted in accordance with the relevant IETF RFCs (<http://www.ietf.org/rfc.html>).

1. GENERAL PROVISIONS

1.1. These Terms define the legal framework within which the Contractor provides the Services to the Customer. Acceptance of these Terms constitutes the Customer's full and unconditional agreement to all provisions contained herein, and such acceptance is equivalent to the conclusion of a binding contract.

1.2. The Services are available to individual entrepreneurs and legal entities only. The Customer represents and warrants that the individual acting on its behalf has the full legal authority to represent such entity or individual entrepreneur and to enter into contracts on its behalf.

1.3. The fact of the Customer's acceptance of these Terms is confirmed by the first payment for the Services upon the Contractor's proforma invoice for the first Billing period.

1.4. The Contractor shall render the Services to the Customer to ensure stable and continuous operation of the Customer's Resources. The Customer shall pay for the Services as set out in Section 5 hereof.

1.5. The Services shall be provided in respect of the Customer's resources specified in the Customer Account.

1.6. The scope and fees of the Services are indicated in the Subscription Plan included in the invoice for the first Billing period.

1.7. The Contractor may unilaterally amend these Terms to reflect legal, technical, or commercial developments. The current version of the Terms is available on the Portal. All changes enter into force immediately upon publication unless otherwise specified.

1.8. The continued use of the Services after changes to the Terms constitutes the Customer's express consent to the updated version.

2. REPRESENTATIONS AND WARRANTIES

2.1. Each Party represents and warrants to the other that:

2.1.1. It has full legal capacity and authority to enter into and perform its obligations hereunder;

2.1.2. The execution and performance hereof does not violate any laws or binding agreements;

2.1.3. It has obtained all necessary licenses and complied with applicable regulations;

2.1.4. To the best of its knowledge, any materials provided do not contain harmful code or violate third-party rights;

2.1.5. These Terms constitute lawful and binding obligations enforceable against it;

2.1.6. There are no current or pending legal actions that would adversely affect its ability to perform hereunder.

2.2. Sanctions Compliance.

2.2.1. The Customer represents and warrants that it complies with all applicable economic sanctions laws, including those administered by the United States, European Union, and other relevant jurisdictions.

2.2.2. If the Customer breaches this clause, the Contractor may, at its discretion,

(i) deactivate the Services,

(ii) terminate the Agreement immediately without liability, and

(iii) seek compensation for damages caused by such breach.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Customer shall:

- Act in good faith and in accordance with applicable laws and business customs;
- Provide only accurate, up-to-date, and truthful information about the legal entity they represent;
- Promptly update any information provided upon request or when changes occur;
- Comply with all obligations set out in these Terms and any applicable laws or regulations;

- Do not engage in activities that may harm the Contractor, its infrastructure, or third parties.
- Designate and maintain duly authorized contact person(s) for legal, billing and technical matters, and keep their contact details (including a valid, functioning email address) accurate and up to date;
- Promptly update (within 3 calendar days) any change to such contact details in the Account and, where applicable, by notice under Section 13; until updated, notices sent to the last provided contacts shall remain valid.

3.2. The Customer shall not:

- Attempt to circumvent any technical limitations of the Services;
- Use the Services for the distribution of malicious code or illegal content;
- Interfere with or disrupt the integrity or performance of the Services or data contained therein.

3.3. The Customer shall keep confidential all access credentials to the Customer Account, including login and password, in accordance with Section 8 hereof. In the event of a breach of this obligation, the Customer shall bear full responsibility for any consequences, including those affecting the Contractor.

The Customer is solely responsible for the receipt of invoices and notices. Any failure of the Customer's mailbox or filtering settings (including full mailbox, spam filtering, misconfiguration, or domain blocks) does not affect the validity of notices or the Customer's payment obligations.

3.4. In the event of any abnormal situations or interruptions in the Services, the Customer shall immediately notify the Contractor's technical support team and send an email to the address specified in Section 13 hereof.

3.5. The Customer shall obtain and maintain all necessary authorisations, licenses, or consents required under applicable data protection laws and shall ensure that appropriate and reasonable measures are taken to inform users of its online platforms in accordance with such rules.

3.6. The Contractor shall be entitled to deactivate the Services immediately if the Customer fails to make timely payment in accordance with Section 5 hereof, provided that the Customer is subsequently notified of such deactivation. The Contractor shall resume provision of the Services on the following business day after receipt of full payment of all amounts due.

3.7. The Contractor shall, at its own expense, make available to the Customer technical support via contacts specified in Section 13. The scope of such support shall be limited to matters directly relating to the Services hereunder.

3.8. The Contractor shall provide the Services in accordance with the Subscription Plan.

3.9. The Contractor may refuse to resume or continue Services until full settlement of all outstanding amounts by the Customer.

3.10. The Contractor may engage technical partners or other affiliated entities to deliver and support the Services.

3.11 Invoicing and Billing Communications.

(a) The Contractor shall issue and send proforma invoices and invoices to the Customer's designated billing contacts specified in the Account or under Section 13 from the technical sender address quickbooks@notification.intuit.com (or any replacement notified under subparagraph (b)) in a timely manner.

(b) If the Contractor changes its dispatch addresses or sender domains/emails used for billing communications, it shall notify the Customer in advance (not less than three (3) Business Days) via the channels specified in the Account.

(c) Invoices and billing notices are deemed delivered when sent to the last contact details provided by the Customer in the Account.

4. FREE TRIAL SERVICES AND ONBOARDING FOR PAID SERVICES

4.1. Free Trial (optional). Before using the paid Services under these Terms, the Customer may access free trial Services. The availability of free trial Services is optional and does not affect the validity of these Terms.

Any free trial Services are governed exclusively by the Free Trial Agreement (qrator.net/company/legal) with Qrator Labs CZ s.r.o (Qrator) and do not constitute provision of paid Services by Contractor under these Terms.

4.2. No SLA/limitations. During the Trial Period, no service levels, credits or support obligations apply.

4.3. Conversion to paid Services. The Trial Period ends on the earlier of:

4.3.1. The Start Date stated in the first invoice issued by Contractor and paid by the Customer (which shall constitute acceptance of these Terms), or

4.3.2. the trial end date under the Free Trial Agreement, or

4.3.3. termination or deactivation of the Free Trial by Qrator Labs in its sole discretion.

4.4. Continuity of Account and Data.

The Customer uses the same Account on the Portal during the Trial Period and the Paid Services. Any configurations, profiles, identifiers, logs and other data entered or generated under the Account during the Trial Period may be retained and used to provide the Paid Services after conversion, unless the Customer requests in writing that specific items be reset before the Start Date. Such request may be submitted via the Customer Account on the Portal (e.g., support ticket) and/or by email to the Contractor's support address specified in Section 13. From the Start Date, the processing of such data is governed solely by these Terms and the Privacy Policy (qrator.net/company/legal). If no Free Trial Services were used, the Customer creates an Account on the Portal by completing the required details under Section 4.5.

4.5. Required details for paid Services. Before the Start Date, the Customer shall complete or update in the Account the following information: full legal name, registration (company) number, registered and billing address, name and email of duly authorised contact person(s), and required technical configuration parameters. The Customer shall also provide a valid billing email and maintain a secure password.

4.6. Credentials and responsibility. The Account is for the Customer's exclusive use. The Customer is responsible for all activity, must keep credentials confidential and maintain reasonable security, and shall promptly notify the Contractor of any actual or suspected unauthorised access. Liability continues until such notice is given and the Contractor has had a reasonable opportunity to act.

4.7. Priority/conflicts. In the event of any conflict between the Free Trial Agreement and these Terms, the Free Trial Agreement governs only the Trial Period for Services; from the Start Date, these Terms govern and prevail.

5. SUBSCRIPTION PLANS AND PAYMENTS

5.1. Subscription Plans. The Customer requests the Contractor's current Subscription Plans by email or technical support ticket in the Account. The Subscription Plan selected by the Customer shall be included in the invoice for the first Billing Period under that plan. Payment of such invoice by the Customer constitutes the Customer's full and unconditional acceptance of these Terms and the applicable Subscription Plan.

5.2. Change of Subscription Plan. The Customer may change its Subscription Plan only with effect from the start of a new Billing Period, by submitting a corresponding request to the Contractor's e-mail sales@qrator.net. The Contractor shall issue the first invoice under the updated Subscription Plan, which shall include that Subscription Plan; the terms of the updated Subscription Plan take effect upon the Customer's payment of such invoice.

5.3. Total Fees for the Services consist of the following components:

5.3.1. Activation Fee. A one-time Activation Fee is charged for provisioning and onboarding the Services, whether or not unsolicited traffic exists on the Start Date; the fee is non-refundable, separate from other fees.

5.3.2. Subscription Fee. This is a fixed monthly fee for the Services, as specified in the Subscription Plan. The Main Service Subscription Fee includes one (1) IP address (regardless of the selected Subscription plan) and traffic bandwidth in accordance with the applicable Subscription plan. The Subscription Fee is fixed for the Billing Period and is not prorated based on service uptime during that period.

5.3.3. Traffic Charges. Should the Customer Resources traffic for a specific billing period exceed the traffic bandwidth outlined in the Subscription Fee for the Services, the fee for such excess traffic (excluding the base bandwidth allocated in the Subscription Fee for the Services) (hereinafter referred to as the "Traffic Charge") shall be assessed according to the predominant traffic bandwidth processed during the applicable billing period according to the rates specified in the relevant Subscription Plan.

Predominant Traffic Bandwidth shall be determined as follows: during each Billing Period, measurements are taken at one-minute intervals. For each one-minute interval, the Predominant Traffic Bandwidth is the one-minute average of the greater of ingress traffic (after filtering) and the Customer Resource's egress traffic. Upon completion of the Billing Period, the ninety (90) highest one-minute measurements are excluded from the calculation. The highest remaining one-minute measurement (the ninety-first) is rounded down to the nearest whole megabit per second (Mbps) and constitutes the billable bandwidth for that Billing Period for purposes of calculating the Traffic Charge.

The Traffic Charge shall be calculated by multiplying the fee of one (1) Mbps of traffic by the predominant traffic bandwidth assessed in accordance herewith.

5.4. Deactivation and Termination.

5.4.1. Payment default. If there are repeated payment delays or a single delay exceeding five (5) calendar days after the due date, the Contractor may deactivate and/or terminate the Services and seek recovery of all amounts owing. Deactivation may occur before or together with termination under clause 10.3. hereof.

5.4.2. Termination under Section 10.3. These Terms may be terminated in accordance with Section 10.3, whether for convenience or for cause.

5.4.3. Financial consequences (apply regardless of reason). Upon any deactivation or termination for any reason:

(i) the Subscription Fees for the entire then-current Billing Period become immediately due and are non-refundable;

(ii) all Traffic Charges incurred up to and including the Deactivation Date or the Termination Date (as applicable) remain payable; and

(iii) any other unpaid amounts become immediately due.

5.4.4. Reactivation. After curing the default or upon the Customer's request, the Contractor may, at its discretion, reactivate the Services subject to full payment of outstanding amounts and any applicable reactivation/activation fee.

5.5. Taxes. All Fees are exclusive of value-added tax (VAT), any other applicable taxes, duties, or governmental charges.

If the Customer is required by applicable law to withhold or deduct any taxes from the payments due to the Contractor, the Customer shall increase the amount payable so that the Contractor receives the full amount that would have been payable had no such withholding or deduction been required.

5.6. Payment Procedure. Payments by the Customer to the Contractor shall be made in accordance with the following procedure:

5.6.1. The Customer shall pay the Subscription Fee in advance within the first five (5) calendar days of the respective Settlement Period, based on a proforma invoice issued by the Contractor for that period.

5.6.2. The Traffic Charge shall be paid in arrears within the first five (5) calendar days from the date of receipt of the Contractor's invoice. The Contractor shall issue an invoice to the Customer no later than the seventh (7th) day of the month following the respective Settlement Period. Invoices shall be sent via the Customer's email specified in the Customer Account.

5.6.3. All payments shall be made in USD by bank transfer to the Contractor's account specified in the relevant invoice. All banking fees, commissions, and other charges arising from or related to the transfer of payments by the Customer, including, but not limited to, intermediary bank fees, correspondent bank charges, SWIFT charges, and any other payment transfer costs, shall be solely at the Customer's expense. The Contractor shall bear only those fees and charges levied by the Contractor's own receiving bank for the receipt of transferred funds.

5.7. The Customer acknowledges and agrees that data recorded in the Contractor's internal billing systems shall constitute the sole basis for verifying the provision of the Services.

6. LIABILITY OF THE PARTIES

6.1. Each Party shall be liable for any failure to fulfil, or for any improper fulfilment of, its obligations hereunder.

6.2. In the event the Customer fails to make timely payments in accordance with Section 5 hereof, the Contractor shall be entitled to charge a penalty in the amount of 0.1% of the overdue amount for each day of delay.

6.3. Specific Obligation; Sole Remedy. Suppose the Contractor fails to ensure the availability of the Customer's Resources to fulfil its obligation stipulated in the applicable Subscription Plan. In that case, the Contractor shall return to the Customer the Traffic Charge and the Subscription Fee for the billing period during which the Contractor failed to fulfil the obligation mentioned above. The Contractor shall have no other obligation or liability towards the Customer for the breach of the obligation stipulated by the applicable Subscription Plan.

6.4. Disclaimer of Warranties.

The Contractor does not warrant the Resources availability percentage specified in the relevant Subscription Plan in cases of legitimate traffic being blocked due to the Customer's configuration of Custom Filters (including, without limitation, Headers, Rate Limits, and GEO) via the Customer Account. Ensuring uninterrupted Resources availability when using these settings is the Customer's responsibility, and Clause 6.3. hereof shall not apply to the aforementioned cases.

6.5. The Contractor is not responsible for any failure or delay in the provision of Services arising from:

- (i) third-party service providers, including hosting, ISPs, or DNS services;
- (ii) force majeure events; (iii) failure to comply with the Contractor's support team's instruction.

6.6. Except as expressly provided in these Terms, the Services and any related deliverables are provided on an "as is" basis. The Contractor, its affiliates, licensors, officers, employees, and agents disclaim all warranties, conditions, or guarantees of any kind, whether express, implied, or statutory, including, without limitation, warranties or conditions of merchantability, satisfactory quality, non-infringement, or fitness for a particular purpose, to the maximum extent permitted by applicable law. Nothing in this clause shall affect warranties which cannot be excluded or limited under applicable law.

6.7. Limitation of Liability.

6.7.1. Exclusion of certain damages. To the fullest extent permitted by applicable law, neither Party shall be liable for any indirect, incidental, special, consequential or punitive damages, including but not limited to loss of profits, revenues, business opportunities, goodwill, or data, arising out of or in connection with these Terms, even if such damages were foreseeable or the Party was advised of the possibility thereof.

6.7.2. Liability cap. To the fullest extent permitted by applicable law, the Contractor's total aggregate liability for all claims arising out of or in connection with these Terms shall not exceed the lesser of: (i) the total amount paid by the Customer for the relevant Service during the six (6) months preceding the first event giving rise to liability; or (ii) USD 10,000.

6.7.3. Exclusions from limitations. The limitations set out in paragraph 6.7.1. and 6.7.2. of this clause shall not apply to liability for:

- (i) death or personal injury caused by negligence;
- (ii) fraud or fraudulent misrepresentation;
- (iii) willful misconduct or (where non-excludable) gross negligence; or
- (iv) any other liability that cannot be excluded or limited under applicable law.

6.7.4. Obligation to pay. Nothing in this Section shall limit the Customer's obligation to pay the amounts properly due under these Terms.

6.7.5. Application. The Parties acknowledge that the foregoing limitations reflect a reasonable allocation of risk and shall apply regardless of the form of action, whether in contract, tort (including negligence), or otherwise, and irrespective of the failure of the essential purpose of any remedy. The Parties confirm they are acting in the course of their respective business activities.

7. INTELLECTUAL RIGHTS

7.1. All intellectual property rights (including, without limitation, copyrights, trademarks, trade secrets, know-how, patents and other proprietary rights) in any materials, tools, software, documentation, or other content provided or developed by the Contractor in connection with the Services (collectively, the "Contractor Materials") shall remain the exclusive property of the Contractor or its licensors.

7.2. The Contractor hereby grants to the Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use the Contractor Materials solely to the extent necessary for the receipt and use of the Services during the term hereof.

7.3. The Customer shall not, and shall not permit any third party to, reverse engineer, decompile, disassemble, modify, adapt, copy, distribute, or create derivative works based on the Contractor Materials, except as expressly permitted by applicable law or these Terms.

7.4. The Customer retains all intellectual property rights in its own materials, content, and data, including any materials uploaded to or transmitted through the Services.

8. CONFIDENTIALITY

8.1. Each Party undertakes to maintain the confidentiality of all information received from the other Party in connection with these Terms that is designated as confidential or which should reasonably be understood to be confidential, given the nature of the information and the circumstances of disclosure ("Confidential Information").

8.2. Each Party agrees not to disclose the other Party's Confidential Information to any third party without the prior written consent of the disclosing Party, except to its employees, affiliates, or professional advisers who have a strict need to know such information for the purposes of performing these Terms and who are bound by confidentiality obligations no less protective than those set out herein.

8.3. The obligations of confidentiality shall not apply to any information that:

- (a) was lawfully known to the receiving Party before disclosure by the disclosing Party;
- (b) is or becomes publicly available through no breach of these Terms;
- (c) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; or
- (d) is required to be disclosed by law, regulation, or order of a competent court or authority, provided that the receiving Party gives prompt notice (where legally permitted) to the disclosing Party before such disclosure.

8.4. The obligations outlined in this Section shall survive termination of these Terms for a period of five (5) years.

9. FORCE MAJEURE

9.1. Neither Party shall be liable for any failure or delay in performing its obligations hereunder if and to the extent that such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, epidemic or pandemic outbreaks, war, armed conflict, terrorism, riots, civil commotion, strikes or other labor disturbances, government actions, or failures of suppliers or telecommunications infrastructure ("Force Majeure Event").

9.2. The affected Party shall notify the other Party in writing of the occurrence of a Force Majeure Event as soon as reasonably practicable and shall make reasonable efforts to mitigate the effects of such event.

9.3. If a Force Majeure Event continues for more than thirty (30) consecutive calendar days, either Party may terminate these Terms upon written notice to the other Party, without liability for such termination.

10. TERM AND TERMINATION

10.1. Effective Date. These Terms take effect upon the Customer's acceptance pursuant to Sections 1.3 and 5.1 (the "Effective Date").

10.2. Term. From the Effective Date, these Terms remain in force for the duration of the applicable Subscription Plan as specified in the corresponding invoice. Terms renew for successive Billing Periods unless terminated under clause 10.3. or replaced by a separate written agreement between the Parties setting out customised terms (a "Definitive Agreement"). Upon the Effective Date of any Definitive Agreement, these Terms shall cease to apply (except for provisions stated to survive), without prejudice to any rights and obligations accrued before that date.

10.3. Termination. Either Party may terminate:

(i) for convenience, effective at the end of the then-current Billing Period, by written notice given at least 10 (ten) days in advance; or

(ii) for cause, upon five (5) days' written notice if the other Party materially breaches these Terms and fails to cure within that period.

(iii) The Contractor shall also be entitled to terminate these Terms with immediate written notice and immediate effect in the cases outlined in clauses 2.2.2 and 5.4.1. hereof.

(iv) Notice mechanics. A Party shall give a notice of termination by email only: the Customer to sales@qrator.net; the Contractor to the email address shown in the Customer's Account at the time of sending. A notice is deemed received on the date it is sent, unless the sender receives an automatic non-delivery report from the recipient's server. The termination date shall be the date determined under the applicable subparagraphs of this Section 10.3.

10.4. Nothing herein limits the Parties' ability to enter into a Definitive Agreement superseding these Terms.

10.5. Survival. Clauses concerning fees due and payable, limitations of liability, indemnities, IP, confidentiality, governing law and dispute resolution, and any other provisions that, by their nature, are intended to survive, shall survive termination or expiry.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. These Terms shall be governed by and construed in accordance with the substantive laws of the UAE, without regard to its conflict of laws principles.

11.2. The Parties shall use their best efforts to resolve amicably any dispute, controversy, or claim arising out of or in connection with these Terms, including their breach, termination, or validity.

11.3. If a dispute is not resolved within thirty (30) days after written notice, it shall be finally settled by arbitration administered by the Dubai International Arbitration Centre (DIAC) under the DIAC Arbitration Rules 2022. The seat of arbitration shall be Dubai, UAE (venue: Dubai). The language shall be English. The tribunal shall consist of three arbitrators appointed in accordance with the Rules. Either Party may seek interim or conservatory measures from competent courts without waiving this arbitration agreement.

11.4. The language of these Terms, including all notices, documents, and proceedings related to it, shall be English

12. MISCELLANEOUS

12.1. These Terms, together with all related documents and links, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous discussions, understandings, or agreements, whether written or oral.

12.2. Nothing in these Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party shall have authority to bind the other in any manner whatsoever.

12.3. Neither Party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party, except that the Contractor may assign these Terms without consent to any of its affiliates or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

12.4. If any provision hereof is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and such invalid provision shall be interpreted to best accomplish its intended purpose to the fullest extent permitted by law.

12.5. The failure of either Party to enforce any right or provision hereof shall not constitute a waiver of such right or provision unless expressly acknowledged in writing.

13. FINAL PROVISIONS

13.1. Legally significant notices and communications under the Terms are sent in writing by email and duplicated by: delivery against signature to a Party's representative, or by courier with delivery confirmation, or by sending a registered letter to the Party's address.

13.2. Operational interaction of the Parties within the performance of these Terms is carried out via the Customer Account, and the Parties' emails from the Parties' official mail domains.

13.3. Contractor's contacts:

Qrator Technologies FZ-LLC

Address: UAE, Dubai Media City, building 5, 1st floor, premises N° 029

Email: support@qrator.net, sales@qrator.net

Phone: +971 581205077, +420-602-558-144