

Public Offer

Edition Date:

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This document, permanently posted on the Internet, is an offer by LLC "AkhaliNet" (hereinafter – the Contractor) to conclude a Contract for the Provision of Remunerated Services (hereinafter – the Contract) with a legally competent and capable natural person (hereinafter – the Customer), hereinafter collectively referred to as the Parties.

This document is a public offer, meaning that using the Website (or application) constitutes full and unconditional acceptance (an acceptance) of the terms set forth in the Offer and is deemed to be joining the Contract in its entirety, including all its clauses and sections.

A proper acceptance of this Offer is carried out by the Customer performing the following actions:

- a) Filling out the application on the Website <https://ulta.ink/> and its subdomains (hereinafter – the Application);
- b) Clicking the "Continue" button and entering an E-Mail address, and giving consent by clicking "By clicking

continue, you agree to the terms of the public offer”.

Submission of the application via a Telegram bot, E-Mail, or any other communication channel;

c) Payment of the Contractor’s service fee by transferring funds in the manner provided in Section 5 of this Agreement (clause 5.3).

The Customer is advised to carefully review the text of the Offer (including any amendments made over time) posted on the Website and, in the event of disagreement with the terms, immediately leave the Website and refrain from using its functions and the Service.

The Contractor reserves the right to modify the terms of the Offer by posting an updated version of the document on the Website. The Customer’s continued use of the Website after the changes and/or additions take effect shall constitute acceptance and agreement to such changes and/or additions. The effective date of the Offer changes is the date of their publication on the Website.

The terms of the Offer constitute an open and publicly available document. The current version of the Offer is posted on the Internet at the following URL (domain name):

<https://ulta.ink/offer>.

The law of the Republic of Georgia applies to this Contract and to the relationships arising between the Parties as a result of using the Website.

1. Terms and Definitions

1.1. The following terms used in the Contract shall have the following meanings:

1.1.1. **Acceptance of the Offer** – the full and unconditional acceptance of the terms of the Offer by the Customer through the performance of the actions specified in this Offer. The acceptance of the Offer creates a Contract on the terms of the Offer.

1.1.2. **Contract** – the agreement between the Contractor and the Customer concluded by accepting this Offer.

1.1.3. **Order** – the decision by the Customer to order the Data Processing Service through the Website by selecting one of the tariffs and making the corresponding payment, which constitutes the full and unconditional acceptance of this Offer by the Customer.

1.1.4. **Customer** – the person who has submitted an application and begun using the Contractor's Website and Service on a paid basis.

1.1.5. **Application** – the HTML form filled in by the Customer on the Website/in the Service to obtain the ability to use the functionalities of the Website and Service, or a request submitted via Telegram, E-Mail, or another communication channel.

1.1.6. **Contractor** – LLC "AkhaliNet", acting independently and through its authorized employees, responsible for administering the Website and the operation of the Service.

1.1.7. **Content and Materials** – any intellectual property objects of the Contractor, in the form of texts, images, drawings, photographs, graphics, videos, programs, sounds, user interfaces, logos, computer codes, etc., posted on or contained within the Website with the Contractor's consent.

1.1.8. **Offer** – this document, published on the Internet on the Contractor's Website and containing an offer to conclude a Contract for the Provision of Remunerated Services.

1.1.9. **Personal Data** – information directly or indirectly relating to the Customer, voluntarily provided by him/her when filling out the Application. This information is stored in the Contractor's database using services and programs that ensure reliable protection from unauthorized third-party access, and shall be used solely in accordance with this Offer and the applicable legislation of the Republic of Georgia. Information received under this Offer is not considered personal data, as the Contractor does not process such information.

1.1.10. **Subscription** – the payment method for the Services with automatic renewal every month (30 days), in accordance with the terms provided in the Offer.

1.1.11. **Website** – the website located on the Internet at the unique URL: <https://ulta.ink/> (including subdomains), which is a combination of hardware and software resources and information intended for publication on the Internet. The Website is accessible to an unlimited number of persons on the Internet.

1.1.12. **Service** – the internet service "ULTA", which provides the Customer with the opportunity to order remunerated Services.

1.1.13. **Tariffs** – the system of pricing for the Services (paid Subscription) as presented on the Website.

1.1.14. **Services** – data processing services, including private virtual access services as well as other services related to online personal security and private Internet access. The Services include, but are not limited to, VPN (Virtual Private Network) and other software, add-ons, applications, information, and informational materials available to the Customer from the Contractor.

1.2. In the event that terms not specified in clause 1.1 are used in the Offer, they shall be interpreted and applied in accordance with the applicable legislation and the customary business practices established on the Internet.

1.3. This Offer does not require the signatures or seals of either the Contractor or the Customer, yet it retains its legal force.

2. Subject Matter

2.1. In accordance with the Offer, the Contractor undertakes to provide the Customer with the Services as described in the selected tariff indicated on the Contractor's website at <https://ulta.ink/>, which forms an integral part of the Contract, and the Customer undertakes to accept and pay for the provided Services in the amount and within the time frames specified in the Contract.

2.1.1. The type and quantity of Services provided by the Contractor to the Customer under the Contract are determined by the Customer by submitting the corresponding Order to the Contractor through the Application as defined in the Contract. The Customer places an Order for the Services through the Website by selecting one of the tariffs presented on the Website. By paying for the Order, the Customer confirms his/her consent to conclude this Contract (acceptance of the offer).

2.2. By entering into the Contract, the Customer is also granted a non-exclusive, non-transferable, gratuitous right of access to the Website, which is unlimited in duration.

The Contractor provides the Customer with access to the Website, and the Customer agrees to use such access only within the limits and in the manner provided by the Contract. The Customer may exercise his/her right to use the Website only outside the territory of the Republic of Georgia.

2.3. The Customer is not entitled (nor may permit any third party) to modify, deconstruct the Website into its component codes, decompile, or otherwise attempt to obtain the source code or any part thereof.

2.4. The Contractor manages the Service on an ongoing basis, determines its structure and appearance, permits or restricts user access to the Website, and exercises other rights at its discretion.

2.5. By concluding the Contract, the Customer confirms the following:

- a) The Customer has fully read and agrees with the terms of this Contract;
- b) The Contractor does not collect, process, or transmit personal data.

2.6. Access to the Service is provided subject to technical feasibility. By accepting this Agreement, the Customer acknowledges that the provided services constitute a comprehensive electronic Service which depends on numerous factors beyond the control of the Administration:

the operability of communication channels, changes in the rules and APIs of third-party servers used, availability of third-party servers. Continuous 100% access is not guaranteed. Interruptions in access may occur.

2.7. This Agreement covers all currently existing (functioning) features of the Website and Service, as well as any subsequent modifications or new features that may appear in the future.

3. Rights and Obligations of the Parties

3.1. The Customer undertakes to:

3.1.1. Carefully read the contents of the Offer and comply with its terms.

3.1.2. Use the Service and Website only for lawful purposes and in accordance with the laws of the Republic of Georgia.

3.1.3. Not record, distribute (publish, post on Internet sites, copy, transmit, or resell to third parties) the information and materials provided by the Contractor for either commercial or non-commercial purposes, nor create derivative informational products for commercial gain.

3.1.4. Select the required services indicated on the Website in accordance with this Offer.

3.1.5. Ensure timely payment for the provided Services in accordance with the terms of the Contract.

3.1.6. Submit to the Contractor any claims regarding the quality of the provided services within no more than 7 (seven) calendar days from the date of receipt of the services. If no claim is received by the Contractor, the Services are deemed to have been provided in full and properly.

3.1.7. Use the Service and Website in good faith.

3.2. The Customer is entitled to:

3.2.1. Use any available functionalities on the Website, provided that the laws of the Republic of Georgia are observed.

3.2.2. Cease using the Website at any time.

3.2.3. Receive informational support on issues related to the provision of Services and the operation of the Service for the entire duration of the Contract (from its conclusion).

3.3. The Contractor undertakes to:

3.3.1. Provide the Customer with access to the selected Services and to render the Services in accordance with the terms of the Offer.

3.3.2. Provide consultations via E-mail and Telegram on issues arising for the Customer in connection with the provision of Services.

3.3.3. Make all reasonable efforts to ensure the stable operation of the Website and Service, gradually improve it, and correct any errors in the Service at its discretion.

However, the Website and Service are provided to the Customer on an "as is" basis.

3.3.4. Resolve disputed situations by correspondence when the Customer contacts the Contractor using the contact form on the Website. If any question is not regulated by the Offer, the Contractor will decide how to proceed in that particular situation.

3.3.5. Not disclose the Customer's data or provide access to such information to third parties, except in cases expressly provided by the legislation of the Republic of Georgia.

3.3.6. Not log the Customer's Internet traffic, list of visited websites, or IP addresses.

3.4. The Contractor is entitled to:

3.4.1. Engage third parties to perform the Contract without obtaining the Customer's consent.

3.4.2. Request from the Customer all necessary information and documents for the proper fulfillment of the Contract.

3.4.3. Unilaterally change the cost of the Services by notifying active subscribers via e-mail or other contact details.

3.4.4. Unilaterally terminate the Offer and cancel the Customer's access to the Service in the event of a breach

of the terms of the Offer by the Customer. Such a breach also includes:

- any violation of copyright laws as regulated by the applicable legislation of the Republic of Georgia;
- using the Service and Website in an illegal or unlawful manner;
- causing damage to the Contractor or third parties;
- delays in payment for the Services.

3.4.5. Restrict the provision of Services to the Customer in the event of detecting facts of improper use of the Service, namely:

- using the Service for purposes that violate the legislation of the Republic of Georgia and/or other countries;
- transferring an individual access key to third parties (except for the Customer's immediate relatives);
- exceeding the traffic quota provided for in the tariff plan. In the event this threshold is exceeded, access to the Service will be automatically suspended. In this case, the Customer may contact the Contractor using any available communication channels to request an increase in the traffic limit.

3.4.6. At any time and without prior notice, perform moderation and modifications to the Website, its sections, services, functionalities, and tools, delete, change, or post any results of intellectual activity with or without prior notice, including by introducing additional restrictions on its use.

- 3.4.7. Impose any limitations on the use of the Service.
 - 3.4.8. Suspend the operation of the Website and Service to carry out necessary planned maintenance and repair work, as well as unscheduled work in emergency situations.
 - 3.4.9. Edit and publish any information on the Website.
 - 3.4.10. Exercise any other rights granted to the Contractor by the legislation of the Republic of Georgia and the terms of the Offer.
4. Terms of Access to the Service

Rules for the Use of Services

- 4.1. In order to gain access to the Service, the Customer must submit an Application. The Order for Services is placed by the Customer through the Website or by contacting via the Customer's e-mail, Telegram with subsequent invoicing to the Customer's e-mail or Telegram, or via the Contractor's mobile applications.
- 4.2. Services provided under the free tariff are offered on an "as is" basis, without any guarantees of operability or other conditions.
- 4.3. If the Contractor requires additional information, it is entitled to request it from the Customer. In the event that the Customer does not provide the required information, the Contractor shall not be held liable for the quality of the service provided to the Customer.

4.4. By providing certain data, the Customer agrees that all such information is accurate, reliable, current, and complete, and confirms his/her consent to the processing of such data by the Contractor. The Customer is solely responsible for the accuracy of the information provided in the order and for the full performance of the related obligations.

4.5. The Contract between the Parties is deemed concluded from the moment the order is placed electronically.

4.6. If the Customer does not cancel the Subscription on the Website, the Order placed by the Customer will be automatically renewed for an equivalent period upon the expiration of the initial Order in accordance with the Tariffs specified on the Website (auto-renewal of the Services). This is applicable if the auto-renewal option was enabled when selecting the tariff.

4.7. The Customer must comply with the rules generally accepted on the global Internet or those directly established by the applicable laws and regulations of the Republic of Georgia for communication services. Violation of these rules by the Customer may be grounds for refusal of Services. Examples of such violations include, but are not limited to, the following:

4.7.1. When using the Service, the Customer is prohibited from:

- using the Service for commercial purposes by reselling it;
- using the Service for unlawful purposes (using the Service in ways that contradict applicable legislation; transmitting, distributing, or storing any materials and information prohibited by applicable law, as well as any other actions contrary to current law or regulatory acts, including but not limited to, copyright infringement, unauthorized use of trademarks and trade names, disclosure of confidential state or commercial information without the consent of its owner, violation of export-import regulations, inciting racial or national intolerance, distribution of pornography, etc.);
- transmitting and posting on the network, using the Service, information and software containing computer viruses or other malicious components;
- sending, publishing, transmitting, reproducing, or distributing, via the Service, software or other materials that are partially or fully protected by copyright or other rights without the Owner's permission;
- sending unsolicited advertising, informational, or other materials to persons who have not consented to receive such communications (the Customer is prohibited from using the Service for unauthorized distribution of commercial or other information: distribution of advertising, informational, or commercial materials not in accordance with established rules, in an intrusive manner, without the

- recipient's consent, or in a manner that causes complaints; unauthorized use of email servers and teleconferences on the Internet without the owners' permission; mass mailing of identical or similar messages to one or several groups or mailing lists (spam) using the Service);
- transmitting over the Internet information whose content contradicts international law;
 - using the Service to distribute materials that insult human dignity, promote violence or extremism, incite racial, national, or religious hatred, or pursue hooligan or fraudulent purposes;
 - falsifying one's IP address, addresses used in other network protocols, or any other service-related information when transmitting data over the Internet;
 - using non-existent return addresses when sending electronic mails, except in cases where a particular Internet resource explicitly permits anonymity;
 - performing actions aimed at altering the settings of the operator's equipment or software or any other actions that may cause disruptions in their operation;
 - using the Service for unauthorized access (i.e., access or use of resources (i.e., services, networks, systems, data, or information) without explicit permission from the Owner; violation, alteration, circumvention, or damage to access control systems (i.e., authentication, authorization, billing, and system monitoring systems) to resources; attempts to scan, test, or search for ways to breach or circumvent access control systems without explicit permission from the Owner; unauthorized interception, monitoring, modification, or redirection of data and traffic; creating interference with the normal

- functioning of services, networks, channels, and systems, including mailbombing, flooding, attempts to overload systems, and broadcast attacks; modifying the address part and contents of data packets on the network, including e-mail messages; any other types of access or use of a resource that are not expressly permitted by the resource owner);
- attempting unauthorized access to Internet resources, conducting or participating in network attacks or hacking, except in cases where an attack on a network resource is conducted with the explicit permission of the owner or administrator of that resource;
 - intentionally causing damage through the use of the Service;
 - violating the order, rules, and terms of Service provision as determined by applicable law and posted on the Website.

4.7.2. The Customer is responsible for the security of the login and password of his/her accounts, as well as for all actions performed under his/her login and password. The Customer agrees that any actions (which may be provided directly by the Contractor) regarding connecting, managing, using, and disconnecting the Service shall be considered solely as actions of the Customer.

4.7.3. The Contractor is not liable for the Customer's use of data obtained as a result of using the Service, including the transmission of mobile subscriber numbers or other data to

third parties; nor for providing one's login/password to third parties.

5. Cost of Services and Payment Procedure

5.1. The cost of the Services is set in the currency of the Russian Federation – rubles, and may also be displayed in other currencies; such details are provided in the relevant section of the Website and are determined by the Tariffs established by the Contractor.

5.2. The list of provided Services and the corresponding Tariffs is posted on the Contractor's website at:

<https://ulta.ink/>, which forms an integral part of the Contract.

5.3. Payment for the Subscription is made through an external payment system. The terms of use of that system are presented during the payment process. When making the payment, the Customer must follow the payment instructions regarding the procedure and methods of payment.

5.3.1. The Subscription is perpetual, i.e., it remains in force until the Customer terminates it.

5.3.2. In order to avoid being charged by the Contractor for the Subscription, the Customer must cancel (disable) the Subscription before the end of the Subscription period or by another method indicated on the Website.

5.3.3. The Subscription period is calculated in calendar days and amounts to 1 month, 30 days, 180 days, 360 days, or 720 days depending on the Customer's choice. Auto-renewal of the Subscription (payment for the new Subscription) upon the expiration of the previous Subscription period is carried out automatically under the same conditions as those applicable to the expired Subscription. The funds will be debited automatically on the date of the current Subscription's expiration, and the Subscription will be renewed for an equivalent period.

5.4. The Contractor reserves the right to change the cost of the Services unilaterally by notifying active subscribers via e-mail or other contact details. The new subscription fee conditions shall come into force from the moment of the first renewal of the Subscription.

5.5. The Customer's obligations for payment of the Order shall be deemed fulfilled at the moment when the funds are received by the Seller in full, in accordance with the Tariffs.

5.6. Settlements between the Parties for the Services are carried out using the methods specified on the Website.

5.7. Placing an Order for a service constitutes the Customer's agreement to pay for the service at the prices in effect on the day the Order is placed on the Website.

5.8. In the event of termination (cessation) of the Contract, any remaining unused funds of the Customer shall be

refunded by the Contractor via a bank transfer to the Customer's account by the same method by which the payment was made.

6. Special Conditions and Liability of the Parties

6.1. The Contractor is responsible for the timely provision of the Services provided that the Customer complies with the established requirements and rules posted on the website <https://ulta.ink/> in accordance with the provisions of this Contract.

6.2. The Contractor shall be exempt from liability for any breach of the Contract if such breach is caused by force majeure circumstances, including: actions of state authorities, fire, flood, earthquake, other natural events, power outages, strikes, civil unrest, riots, or any other circumstances – not limited to those listed – that may affect the Contractor's performance of the Contract.

6.3. The Contractor shall not be held liable for the quality of public communication channels or the services providing the Customer with access to these services.

6.4. The coverage area, Internet speed, and quality of the connection when providing the Services may vary. The Contractor undertakes to make every reasonable effort to ensure that the Services are available at all times (except during maintenance and repair downtimes). The Services

may be unavailable due to factors beyond the Contractor's control, including emergencies, network problems, interferences, signal interruptions, or failures in other services.

6.5. The Contractor is not liable for loss of data and messages, or incorrect rendering of pages due to network issues (for example, on a T-1 line). For the protection of the Customer, the Contractor may, at its sole discretion, impose limitations on the use of certain data and block customer service.

Note: The network speed is a nominal estimated characteristic and does not correspond to the actual speed of data transmission and reception. The actual network speed depends on its configuration, data compression methods, network load, and other factors. The Contractor does not guarantee timely data reception and is not responsible for any delays or losses.

6.6. The Contractor undertakes not to disclose the information received from the Customer. Disclosure of information in accordance with justified and applicable legal requirements is not considered a breach of obligations.

6.7. The Contractor collects information regarding the visitor's IP address. This information is not used to establish the visitor's identity.

6.8. The Contractor is not liable for information provided by the Customer on the Website in a publicly accessible manner.

7. Liability of the Parties

7.1. For non-fulfillment of the terms provided in this Contract, the Parties shall be liable in accordance with the norms of the legislation of the Republic of Georgia.

7.2. The Contractor's liability is limited to the actual damage, the amount of which shall not exceed the cost of the Tariff selected by the Customer.

7.3. The Customer undertakes not to use the system for sending spam, port scanning, or proxy purposes, nor to carry out hacker attacks on other computers or networks.

7.4. The Contractor shall not be liable (and shall not consider claims):

- for possible breakdowns and interruptions in the operation of the Website and Service, and the resulting loss of information;
- for any damage to the Customer's computer, mobile devices, any other equipment, or software caused or related to the use of the Service or websites accessible via hyperlinks posted on the Website;
- for any types of losses resulting from the Customer's use of the Service or any individual parts/functions of the Service;
- for claims by third parties;

- in any other cases, subject to clause 7.2 of this Contract.

7.5. The Contractor shall not be liable, nor consider claims from the Customer or third parties, and shall not compensate for any losses if the Customer is unable to use the Contractor's Service in accordance with his/her understanding of the principles of similar services. The Service is provided "as is" and may not meet the Customer's expectations.

7.6. The Parties are exempt from liability for partial or full non-performance of obligations due to force majeure circumstances. Force majeure circumstances include: tsunamis, storms, earthquakes, floods, wildfires, typhoons, hurricanes, droughts, changes in sanitary-epidemiological conditions, catastrophes, mass protests, decisions of state authorities, as well as other circumstances arising from extraordinary events. The Party affected by force majeure shall notify the other Party in writing at the first opportunity, but no later than five days from the occurrence of the event.

7.7. In the event that the Customer breaches the terms of the Contract, the Contractor is entitled to block the Customer's access to the Service without stating any reasons. In such case, the Contractor may, at its discretion,

either refund the Customer's money or retain it to cover expenses related to the fulfillment of the Contract.

7.8. No conditions, warranties, or other provisions, other than those expressly stated in this Contract, apply to the Service. The Contractor does not provide any warranties that the use of the Service will meet the Customer's expectations, that it will not be interrupted, will be available at any convenient time, will be secure, or will be free from errors or failures.

8. Miscellaneous Provisions

8.1. The period for joining the Contract is limited to the availability of the Offer on the Website. The Offer enters into force upon its acceptance by the Customer and remains in force indefinitely.

8.2. The Contract may be terminated unilaterally at the initiative of the Customer with mandatory written notice to the Contractor via the Website or by e-mail.

8.3. The Customer is solely responsible for regularly reviewing the Contract. The Customer's use of the Website and Service after any amendments to the Contract shall be deemed acceptance of such changes and an indication of his/her willingness to assume the obligations imposed by them.

8.4. The invalidity of any provision of the Contract shall not entail the invalidity of the remaining provisions.

8.5. All disputes arising in connection with the execution of the Contract or as a result thereof shall be resolved by negotiation between the Parties.

8.5.1. Prior to filing a lawsuit, the Party that considers its rights to be violated (hereinafter – the Interested Party) shall send a written claim to the other Party. The claim must include the Interested Party's demands and their justification with reference to the norms of legislation and/or terms of the Contract that have been violated. Copies of documents confirming the circumstances described in the claim must be attached.

8.5.2. The Party receiving the claim shall review it and send a written, reasoned response to the other Party within 10 (ten) business days from the receipt of the claim.

8.5.3. In case the Parties fail to reach an agreement, the dispute shall be submitted to the court at the Contractor's place of business in accordance with the applicable legislation of the Republic of Georgia.

8.6. For matters not regulated by the Contract, the laws and other legal acts of the Republic of Georgia shall apply.

8.7. The Parties acknowledge that all notifications, messages, agreements, documents, and letters sent using

authorized e-mail addresses may be used as written evidence in court.

8.8. The Parties are entitled to use facsimile or e-mail for coordinating applications, documents, negotiations, etc. Documents transmitted by facsimile or e-mail shall have legal force for the Parties.

9. Contractor's Details

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