

Regulation on the Provision of Additional (Non-Tariffed) Traffic

1. General Provisions

1.1. This Regulation (hereinafter referred to as the "Regulation") establishes the procedure for providing Users of the flyxe.cloud cloud platform with additional (non-tariffed) network traffic volumes in excess of the limits stipulated by the tariff plans, and constitutes an integral part of the Platform Terms of Use. The platform's services are provided by the Open Affect Holdings International B.V. (Open Affect Holdings International Besloten Vennootschap) (hereinafter referred to as the "Company").

1.2. Additional (non-tariffed) traffic is provided solely for the purpose of ensuring the uninterrupted operation of the User's web services and does not entail any modification to the terms and conditions of the applicable tariff plan.

1.3. The User's utilization of additional traffic shall be carried out within the technical capabilities of the Platform and shall not pose a threat to the normal functioning of other Users' services.

1.4. The Company reserves the right to unilaterally amend this Regulation, subject to mandatory publication of the current version on the Platform's official website.

2. Tariff Plan Limits

2.1. Monthly network traffic limits are established for the Platform's tariff plans, the use of which is governed by this Regulation.

2.1.1. The network traffic limit for the WEB-1 tariff plan shall be fifty (50) gigabytes per month.

2.1.2. The network traffic limit for the WEB-2 tariff plan shall be one hundred (100) gigabytes per month.

2.1.3. The network traffic limit for the WEB-3 tariff plan shall be two hundred (200) gigabytes per month.

2.2. Network traffic consumption accounts for all inbound and outbound connections to the User's account.

2.3. Exceeding the established tariff limit shall result in automatic restriction of access to the User's web resources until the commencement of a new billing period or until the provision of additional traffic in accordance with the procedure set forth in this Regulation.

3. Procedure for Provision of Additional Traffic

3.1. The User shall have the right to submit a request for the provision of additional (non-tariffed) traffic through the Platform's official technical support channels.

3.1.1. The request must contain information necessary for assessing the appropriateness of providing additional traffic, including account identification, current volume of consumed traffic, and anticipated need for additional resources.

3.1.2. The decision to provide additional traffic shall be made by the Company on an individual basis, taking into account the technical capabilities of the Platform and compliance with the principle of fair use of resources.

3.1.3. The provision of additional traffic is not guaranteed and shall be carried out solely at the Company's discretion.

3.1.4. The User undertakes to utilize the provided additional traffic exclusively for the purposes contemplated by this Regulation and to comply with the Platform Terms of Use.

3.1.5. In the event that use of additional traffic in violation of this Regulation is detected, the Company reserves the right to restrict or suspend the provision of services, remove the User's Content, and apply other measures in accordance with the Terms of Use.

4. Liability of the Parties

4.1. The Company shall not be liable for the inability to provide additional traffic, including for reasons related to technical limitations of the Platform or actions of third parties.

4.2. The User shall bear full responsibility for the use of the provided additional traffic, including compliance with applicable law and the Platform Terms of Use.

4.3. The Company's aggregate liability to the User with respect to the provision of additional traffic shall be limited to the actual payment made by the User for Platform services during the three months preceding the occurrence of grounds for liability.

5. Final Provisions

5.1. Recognition of the invalidity of individual provisions of this Regulation shall not render invalid the remaining provisions or the Regulation as a whole.

5.2. This Regulation is executed in the Russian language and constitutes a public document binding upon Users of the Platform.

5.3. All matters not regulated by this Regulation shall be resolved in accordance with the Platform Terms of Use and applicable law.

5.4. The current version of the Regulation is available on the Internet at <https://flyxe.cloud/legal/traffic-regulation> and shall enter into force upon publication.

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