

MCNtelecom GmbH

Agreement on the use of the "My MCN Account" web service

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Agreement on the use of the "My MCN Account" web service

1. Terms

1.1. OPERATOR - MCN Telecom, which operates in accordance with the legislation, the rules for the provision of communication services and the terms of the issued licenses.

1.2. SUBSCRIBER - a legal entity, an individual entrepreneur or an individual who has entered into an Agreement with the OPERATOR on the provision of communication services.

1.3. USER - an individual person, acting on his own behalf, or an individual representing the interests of an organization who has not entered into an Agreement on the provision of communication services with the OPERATOR.

1.4. THE OWNER OF THE MyMCN Account is the person declared by the SUBSCRIBER or the USER as the owner of the MyMCN Account. The OWNER of the MyMCN ACCOUNT creates, changes and deletes other USERS, assigns them access rights to the MyMCN Account.

1.5. MyMCN ACCOUNT – an individual page of the SUBSCRIBER created and maintained by the OPERATOR on the Internet site www.mcntelecom.com containing the name of the Services, the cost, the method of payment (prepayment or post-payment), the amount of the credit limit, statistical information about the volume of Services received and the current Balance of the Personal Account. On this page, the OPERATOR places invoices for Services, Certificates and Invoices, information about connected services, special notifications of the OPERATOR to the SUBSCRIBER, as well as other information posted in accordance with the terms of the Agreement.

1.6. Password – identification alphanumeric code for access to the MyMCN Account.

1.7. Registration – a process consisting of the following steps —

- The USER fills out the registration form on the Website www.mcntelecom.com or the OPERATOR registers the SUBSCRIBER in its SUBSCRIBER registration system;

- The OPERATOR sends an email to the USER's or SUBSCRIBER's email address containing a link to activate the account in the MyMCN Account;

— The USER or SUBSCRIBER clicks on the link, enters a username and sets a password. After that, the registration process in the MyMCN Account is considered completed.

1.8. Authorization in the MyMCN Account – the SUBSCRIBER or USER enters the login and password from the MyMCN Account in order to use the self-service services available within the MyMCN Account.

2. Subject of the Agreement

2.1. The OPERATOR provides the USER or SUBSCRIBER with access to the MyMCN Account for the purpose of self-service and prompt resolution of issues related to the provision of communication services.

2.2. After Registration, the SUBSCRIBER can independently manage the services and use the services available in the MyMCN Account. After Registration, the USER gets trial access to the MyMCN Account and the opportunity to join the Offer for communication services.

2.3. The fact of Registration in the MyMCN Account means the full and unconditional acceptance by the SUBSCRIBER or USER of the terms of this Agreement from the corresponding point in time.

3. Registration data and security

3.1. By registering in the MyMCN Account and joining the Offer for communication services, the USER undertakes to provide accurate, current and complete information about himself, which can be requested by filling out the registration forms and in the step-by-step wizard for concluding the Offer for communication services (Registration data).

3.2. The USER and the SUBSCRIBER undertake to update registration data and personal information that is provided during registration to ensure its accuracy, relevance, completeness and reliability.

4. Rights and obligations of the parties

4.1. The communication OPERATOR is obliged:

4.1.1. Provide the SUBSCRIBER or USER with the ability to access the MyMCN Account. Access to the MyMCN Account is provided from the moment of registration in the MyMCN Account. In the event of a temporary suspension of the provision of the Services, the MyMCN Account remains available to the SUBSCRIBER or USER during the term of the Agreement for communication services.

4.1.2. Not to disclose, not to transfer information to third parties about the SUBSCRIBER, the OWNER of the MyMCN Account, the USER or the USER and their operations in the MyMCN Account, except as provided by the current legislation of the Russian Federation.

4.2. The OPERATOR has the right to:

4.2.1. Refuse to grant the SUBSCRIBER or the USER access to the MyMCN Account in case of violation of their obligations.

4.2.2. Make changes to the Personal Account in connection with the introduction of new products and services, as well as provide access to new services without prior notice to the SUBSCRIBER or the USER.

4.2.3. The OPERATOR has the right to carry out the necessary preventive or other work at any time at its own discretion, with or without prior notice to the SUBSCRIBER and the USER, while the Personal Account or its services may be partially or completely unavailable at any time due to preventive or other work or for any other technical reasons.

4.2.4. At its sole discretion, change and / or supplement this Agreement at any time without prior and / or subsequent notice to the SUBSCRIBER and the USER. Changes to the Agreement will be published on this page. Further use of the MyMCN Account after any such changes means that the SUBSCRIBER or the USER agrees to such changes and / or additions.

4.3. The OPERATOR is not responsible:

4.3.1. For the consequences of unauthorized use of the MyMCN Account by third parties, which occurred not through the fault of the OPERATOR.

4.3.2. For direct or indirect damage incurred by the SUBSCRIBER as a result of errors, omissions, interruptions in operation, changes in functions, defects, delays in operation that occurred not through the fault of the OPERATOR.

4.4. SUBSCRIBER or USER is obliged:

4.4.1. Provide at your own expense access to the Internet, as well as setting up and protecting against unauthorized use of your equipment, as well as respond promptly if cases of such use are detected.

4.4.2. Be responsible for the safety of the password to the MyMCN Account and for losses that may arise due to unauthorized use of the password.

4.4.3. If you lose your password, if you suspect that an unauthorized person has used the login / password, immediately change the password.

4.4.4. Accept full responsibility for all requests and actions taken through the MyMCN Account that took place after Registration in the MyMCN Account, including for all actions of the OWNER of the personal account and the USERS created by him.

4.4.5. Accept full responsibility for any violation of the obligations established by this Agreement, as well as for all the consequences of such violations (including any losses or damage that the OPERATOR may incur).

4.4.6. Do not use the services of the MyMCN Account to perform any actions contrary to the current legislation.

4.4.7. Comply with the terms of this Agreement or immediately refuse to use the MyMCN Account.

4.5. The SUBSCRIBER or THE USER has the right to:

4.5.1. Use the MyMCN Account in accordance with the terms of this Agreement.

4.5.2. If the SUBSCRIBER or the USER has any complaints or requests related to the provision of the services of the MyMCN Account, issue a corresponding application.

5. Prohibited use of your Personal Account

5.1. This Agreement, the SUBSCRIBER or the USER in the MyMCN Account is prohibited:

5.1.1. Use the MyMCN Account in any way that may interfere with the established functioning of the My MCN Account and its services.

5.1.2. Use automated scripts (programs) to collect information and / or interact with MyMCN Account and its services.

5.1.3. Register in MyMCN Account on behalf of an organization or a person that is not existing.

5.1.4. Upload any files that contain or may contain viruses and other malicious programs.

5.1.5. By hacking, try to gain access to someone else's account against the will of the person to whom it belongs.

6. Exclusive rights to the Content posted in MyMCN Account

6.1. All objects placed in the MyMCN Account, including design elements, text, graphics, illustrations, videos, scripts, programs, animations and other objects and their collections (hereinafter referred to as Content), are the objects of the exclusive rights of the OPERATOR, all rights to these objects are reserved.

6.2. Except for the cases established by this Agreement, as well as the current legislation, no Content may be copied (reproduced), processed, distributed, displayed in a frame, published, downloaded, transferred, sold or otherwise used in whole or in part, without the prior permission of the copyright holder, except in cases where the copyright holder has explicitly expressed his consent to the free use of the material by any person.

7. Other conditions

7.1. In the event of force majeure circumstances that directly or indirectly prohibit or hinder the performance of its obligations, the OPERATOR is released from liability for non-performance or improper performance of its obligations.

8. Termination of this Agreement

8.1. The terms of this Agreement are valid until one of the parties declares its intention to withdraw from the Agreement.

8.2. The OPERATOR has the right to suspend the use of the SUBSCRIBER or the USER of the MyMCN Account without warning in the event of termination of the contract for the provision of communication services.

8.3. The OPERATOR has the right to suspend the USER's use of the MyMCN Account without warning in case of violation of the terms of this Agreement.