

User Agreement on the use of the Moodby DJ app

Republic of Cyprus, Limassol

July 23, 2020

Last Amendment Date: July 23, 2020

This User Agreement on the use of the Moodby DJ app (hereinafter referred to as the User Agreement) is an official offer from Viplay Limited company, hereinafter referred to as the «Service Administrator», regarding the granting by the Service Administrator of the rights to use the Moodby DJ app.

1. General terms.

1.1. The terms of the User Agreement are a public offer.

1.2. The User Agreement is posted on the Website at: moodby.com.

1.3. The User Agreement defines the terms and conditions of use of the Moodby DJ app, including the registration of the DJ for the purpose of using the functionality of the Moodby DJ app, as well as the rights and obligations of the Service Administrator. The conclusion of the User Agreement between the DJ and the Service Administrator is carried out by accepting the conditions of the User Agreement by the DJ in accordance with the clause 2.2. of the User Agreement.

1.4. By performing any actions of using the Moodby DJ app specified in clause 2.2. of the User Agreement, the DJ confirms that he has carefully studied the text of the User Agreement, understood it and fully accepts it without any conditions, exceptions, reservations. The DJ agrees to adhere to the User Agreement and to be liable for its violation.

The DJ (individual) who has not reached the age of eighteen years (or other equivalent legal age, according to the current law of the location of the DJ) and (or) who is fully or partially incapable shall study the User Agreement together with his legal representatives (parents, adoptive parents, trustees), in order to ensure the understanding of the terms of the User Agreement by the DJ and his legal representatives (parents, adoptive parents, trustees).

By accepting the terms of the User Agreement, the DJ confirms the accuracy of personal data entered by him during the registration (identification) and assumes all responsibility for its accuracy, reliability and completeness.

1.5. In case the DJ disagrees with the terms of the User Agreement (in whole and (or) in part), further use of the Moodby DJ app by the DJ is not allowed.

1.6. The Service Administrator reserves the right at any time and at his own discretion to unilaterally amend and (or) supplement the User Agreement without prior and subsequent notification of the DJ.

1.7. The DJ is obliged to independently monitor the amendments and (or) supplements to the User Agreement made by the Service Administrator. The DJ who continues to use the Moodby DJ app after the amendments and (or) supplements made by the Service Administrator is considered to be properly acquainted with the amendments and (or) supplements to the User Agreement made by the Service Administrator and to have accepted them.

1.8. In case the DJ disagrees with the amendments and (or) supplements made by the Service Administrator to the User Agreement (in whole and (or) in part), further use of the Moodby DJ app by the DJ is not allowed and the DJ shall stop using the Moodby DJ app by cancelling (deleting) his DJ profile within 10 (ten) calendar days from the date of publication of amendments and (or) supplements to the User Agreement by the Service Administrator on the Website.

When the DJ decides to stop using the Moodby DJ app, the revenue held on the DJ balance in the DJ Profile shall be transferred to the DJ within 90 (ninety) calendar days from the date of cancellation (deletion) of the DJ Profile.

If the DJ continues to use the Moodby DJ app within 10 (ten) calendar days after the Service Administrator makes amendments and (or) supplements to the User Agreement, the corresponding amendments and (or) supplements made by the Service Administrator to the User Agreement are considered to be fully accepted by the DJ.

1.9. The DJ independently bears all the risks associated with late familiarization with the User Agreement, amendments and (or) supplements made by the Service Administrator to the User Agreement before using the Moodby DJ app.

2. Terms and Definitions.

The use of terms in the User Agreement in the singular also implies plural and vice versa, unless otherwise specified in the text of the User Agreement.

2.1. Service Administrator is the administrator of the Moodby DJ app, Viplay Limited company, registered in the Republic of Cyprus on May 31, 2019 under registration number HE 398405, which concluded a license agreement with the Rightholder for the right to use the Moodby DJ app.

2.2. Acceptance is the acceptance of the terms of the Agreement by the DJ in case the DJ performs the following actions:

2.2.1. familiarization with the terms of the User Agreement, and (or)

2.2.2. filling out the registration (identification) form by entering reliable and relevant personal data of the DJ, including a unique login (email address), on the Moodby DJ app, or entering the same data by importing it from DJ accounts from third parties with whom the Service Administrator has concluded contracts (agreements), and (or)

2.2.3. clicking the «Registration» button in the completed registration (identification) form, and (or)

2.2.4. using the Moodby DJ app.

2.3. Cancellation (deletion) of the DJ Profile is the actual removal of the DJ Profile from the Moodby DJ app, subject to the conditions specified in clauses 4.12. - 4.16. of the User Agreement.

2.4. DJ balance is a section of the Moodby DJ app located in the DJ Profile, which shows the revenue of DJ.

2.5. Base subscription is a compulsory subscription in the Moodby Play app which is paid monthly by the End Users of the Moodby DJ app, providing End Users of the Moodby DJ app with free access to the music channels which can be played in public places.

2.6. Base music channel is a music channel created by the DJ, payment for subscription to which is covered by a Base subscription.

2.7. Revenue is monthly reward (royalty) credited by the Service Administrator to the DJ balance for the right to use a music channel and a playlist for this music channel created by the DJ.

2.8. DJ:

2.8.1. is a legally capable individual who has joined the User Agreement, has gained access to the Moodby DJ app and has passed the registration (identification) procedure in the Moodby DJ app. If the DJ is not legally capable, namely, has not reached

the age of eighteen years (or other equivalent legal age, according to the current law of the location of the DJ), and (or) is fully or partially incapable according to the current law of the location of the DJ, the DJ by making the Acceptance specified in clause 2.2. of the User Agreement, confirms that he has received the consent of his legal representatives - parents, adoptive parents or trustees - to use the Moodby DJ app in the form established by current law of the location of DJ;

2.8.2. is a legal entity, an individual (private) entrepreneur, who has passed state registration in accordance with the current law in the territory of the location of a legal entity, individual (private) entrepreneur and has joined the User Agreement, has gained access to the Moodby DJ app and has passed the registration (identification) procedure in the Moodby DJ app.

For the purposes of the User Agreement, the DJ also includes persons who are passing registration (identification) in the Moodby DJ app.

When the term «DJ» is indicated in the text of the User Agreement, this term includes both the DJ (individual) and the DJ (legal entity, individual (private) entrepreneur), unless otherwise specified in the text of the User Agreement.

2.9. DJ content is the knowledge, materials, intellectual property (music channel and playlist for this music channel), information, data posted, created or sent by the DJ in the Moodby DJ app via the Internet, including DJ actions performed by using the functionality of the Moodby DJ app.

2.10. Catalog is a list of phonorecords, the rights to which belong to various rightholders, posted by the Service Administrator in the Moodby DJ app, access to which is given to the DJ for creating music channels and playlists for this music channels without the ability of playing phonorecords on DJ devices.

2.11. End User of the Moodby DJ app is the user registered in the Moodby Play app.

2.12. Location is the country of registration or the country where the DJ has a permanent address or usually resides. The location of the DJ is indicated by the DJ in the «Country» field.

2.13. Music channel is the result of the DJ's creative work of compiling a playlist for music channel from phonorecords presented in the Catalog to create a streaming channel for playback in End User's of the Moodby DJ app public places for the payment set by the DJ. The DJ can create playlists for Base music channels, Premium music channels, Personal music channels in the Moodby DJ app.

When the term "Music channel" is indicated in the text of the User Agreement, this term includes the Base Music Channel, the Personal Music Channel, and the Premium Music Channel, unless otherwise specified in the text of the User Agreement.

2.14. Public place is a segment of area, building, construction, route vehicles located within the boundaries of a locality, as well as route vehicles, buildings and constructions located outside the boundaries of a locality, intended for free and (or) paid visits by citizens.

2.15. Reporting period is the number of days in the month in which the End user of the Moodby DJ app purchased a Base subscription or subscribed to a Personal music channel or subscribed to a Premium music channel. The calculation of the reporting period starts from the moment the End User of the Moodby DJ app purchases a Base Subscription or subscribes to a Personal Music Channel or subscribes to a Premium Music Channel. Write-off from the payment means of the End User of the Moodby DJ app occurs automatically after the expiration of the reporting period.

When making an initial subscription to a Personal music channel or a Premium music channel, the End User of the Moodby DJ app is displayed the cost of subscription to a Personal music channel or a Premium music channel for the entire reporting period, but is indicated that money are written-off from payment means of the End User of the Moodby DJ app in amount proportional to the number of days until the end of the reporting period of the Base subscription.

2.16. Transfer is the transfer of the gained revenue by the Service Administrator from the DJ balance to the payment means specified in the DJ Profile, carried out using the ecommpay payment system.

2.17. Payment means is a bank card indicated (added) by the DJ in the DJ Profile, or other tool for transferring the revenue from the DJ balance to the DJ allowed by the Service Administrator.

2.18. Personal music channel is a music channel created by the DJ upon request of the End user of the Moodby DJ app, the payment for which is not covered by the base subscription made by the End users of the Moodby DJ app. The personal music channel is available only to the End user of the Moodby DJ app upon request of whom it was created.

2.19. Payment services is the collection of payments from the End Users of the Moodby DJ app for the right to use a music channel and a playlist for this music channel, as well as the transfer of the revenue from the DJ balance to the DJ by the Service Administrator using the ecommpay payment system.

2.20. Subscription is an action performed by the End Users of the Moodby DJ app in order to use (play, listen) the music channel for a certain monthly amount of money.

2.21. Privacy Policy is an agreement on the use of the personal data of the DJ, which is an integral part of the User Agreement.

2.22. Rightholder of the Moodby DJ app (hereinafter referred to as the Rightholder) is Viplay Media Limited Liability Company, registered on the territory of the Republic of Belarus on April 07, 2016 under registration number 192631747, which has exclusionary rights to the Moodby DJ app.

2.23. Premium music channel is a music channel created by the DJ, the payment for which is not covered by the base subscription made by the End Users of the Moodby DJ app.

2.24. DJ profile is a DJ account created after registration of the DJ in the Moodby DJ app, identified by the data provided by the DJ in the registration form during registration of the DJ in the Moodby DJ app or imported from the data from the third party accounts of the DJ during registration of the DJ in the Moodby DJ app, containing personal data of the DJ.

2.25. Registration form is a form with fields for entering personal data of the DJ, filled out by the DJ when registering (identifying) in the Moodby DJ app.

2.26. Website is a website of the Service Administrator posted on the Internet at: moodby.com.

2.27. Moodby DJ app is an app for WEB browsers that allows the DJ to create music channels and playlists for this music channels.

2.28. DJ device is an electronic, mobile or other device with iOS, Android operating system that allows the DJ to use the Moodby DJ app.

2.29. Revenue transfer form is a form with fields for entering personal and payment data of the DJ which is necessary for

transferring the revenue from the DJ balance to the payment means.

3. Subject matter of the User Agreement

3.1. The Service Administrator provides the DJ a free simple (non-exclusive) license to use the Moodby DJ app, including its updates, amendments and (or) supplements made to the Moodby DJ app by the Rightholder.

3.2. The Service Administrator has the right to establish payment for the use of the Moodby DJ app at his own discretion at any time, having previously notified the DJ about this and having received his consent to further use of the Moodby DJ app on monetary . In case the DJ disagrees to use the Moodby DJ app on monetary , further use of the Moodby DJ app by the DJ is not allowed and the DJ undertakes to cancel (delete) the DJ Profile within 10 (ten) calendar days from the receipt of a notification from the Service Administrator about the establishment of payment for use of the Moodby DJ app. If within 10 (ten) calendar days after receiving notification about the decision of the Service Administrator to establish payment for the use of the Moodby DJ app the DJ has not canceled (deleted) the DJ Profile and continued to use the Moodby DJ app, these actions of the DJ are regarded as consent to use the Moodby DJ app on monetary .

3.3. The Service Administrator provides the DJ with access to the Moodby DJ app with the necessary level of access security and breaks for the maintenance of the Moodby DJ app by the Rightholder.

3.4. A simple (non-exclusive) license to use the Moodby DJ app grants the DJ the following rights to:

3.4.1. install the Moodby DJ app on an unlimited number of the DJ devices, but without the possibility of using the Moodby DJ app simultaneously on 2 (two) or more DJ devices;

3.4.2. use the Moodby DJ app in accordance with its purpose and functionality.

The restrictions of the rights of the DJ to use the Moodby DJ app are provided for in clauses 7.2.4., 7.2.7. - 7.2.9., 7.2.11. - 7.2.13., 7.2.26., 7.3., 10.7. of the User Agreement.

3.5. The right to use the Moodby DJ app is considered granted, and the duty of the Service Administrator specified in clause 8.2.1. of the User Agreement is considered to be performed from the moment the DJ completes registration (identification) in the Moodby DJ app and gains access to the DJ Profile.

3.6. The validity period of a simple (non-exclusive) license to use the Moodby DJ app is unlimited. The validity period of a simple (non-exclusive) license to use the Moodby DJ app begins from the moment the date of making Acceptance by the DJ and ends from the date of cancellation (deletion) of the DJ Profile.

3.7. The territory of the non-exclusive rights to use the Moodby DJ app is all countries of the world.

3.8. As part of granting the right to use the Moodby DJ app, the Service Administrator provides the DJ with the ability to gain the revenue.

3.9. The Moodby DJ app is provided to the DJ «as is» in accordance with international practice, without any expressed or implied warranties. The Service Administrator does not guarantee that the Moodby DJ app meets the goals and requirements of the DJ, that access to the Moodby DJ app is provided continuously, quickly, reliably and without internal errors.

4. Registration (identification) procedure in the Moodby DJ app. DJ Profile. Cancellation (deletion) of the DJ Profile.

4.1. In order to get the DJ Profile and gain access to the functionality of the Moodby DJ app, the DJ shall register (identify) in the Moodby DJ app.

4.2. Registration (identification) of the DJ in the Moodby DJ app is free and voluntary.

4.3. Registration (identification) of the DJ in the Moodby DJ app is carried out by filling out the registration form and DJ's providing the data that performs the function of identifying the DJ in order to use the DJ Profile and the functionality of the Moodby DJ app, available only to the DJ who has registered (identified).

4.4. When registering (identifying) in the Moodby DJ app, the DJ shall enter his email address in the corresponding field of the registration form or import it from the third party accounts of the DJ. The Service Administrator shall send a link to the email address indicated by the DJ, by clicking which the DJ confirms (identifies) his registration in the Moodby DJ app.

4.5. The DJ assures and guarantees the Service Administrator that all information provided by the DJ during registration (identification) is accurate, reliable, complete and relates to the identity of the DJ himself, and the provision of this information does not violate the rights and (or) legal interests of the Service Administrator, the Rightholder, other DJs, third parties.

4.6. The result of registration (identification) of the DJ in the Moodby DJ app is the creation of the DJ Profile and provision of the access to it to the DJ.

4.7. After gaining access to the DJ Profile, the DJ may voluntarily supplement the DJ Profile with other information.

4.8. After the DJ is registered in the Moodby DJ app, the Service Administrator assumes the rights and obligations towards the DJ, and the DJ assumes the rights and obligations towards the Service Administrator specified in the User Agreement.

4.9. The Service Administrator can change the composition and content of the required information about the DJ in the DJ Profile when using the Moodby DJ app at any time by notifying the DJ of this by email. This notification shall be sent by the Service Administrator to the email address provided by the DJ during registration (identification). After receiving a notification from the Service Administrator about changes in the composition and content of the required information about the DJ in the DJ Profile when using the Moodby DJ app, the DJ undertakes to make the necessary amendments and (or) supplements to the DJ Profile within 10 (ten) calendar days.

4.10. By registering in the Moodby DJ app, the DJ agrees to receive information from the Service Administrator, data on the activities of the Moodby DJ app and Service Administrator, about amendments and (or) supplements to the Moodby DJ app, about the development of the Moodby DJ app, as well as receive advertising about the activities, services, promotions, products of the Service Administrator, the Rightholder, as well as advertising about the activities, services, promotions, products of third parties.

4.11. Providing information, materials, data necessary for registration (identification) of the DJ in the Moodby DJ app, for filling the DJ Profile, the DJ provides the Service Administrator consent to process and use personal data. This consent extends to collection, systematization, accumulation, storage, updating, modification, use, distribution, depersonalization, blocking, destruction of the personal data of the DJ if it is necessary to protect the rights and interests of the Service Administrator, the Rightholder, other DJs, third parties, and also to perform the duties of the Service Administrator to the DJ.

4.12. Cancellation (deletion) of the DJ Profile, in the absence of music channels with valid subscriptions and the revenue on the DJ balance, occurs after 1 (one) calendar day from the moment the DJ clicks the «Delete DJ Profile» button.

4.13. If there are music channels in the DJ Profile with valid subscriptions of the End Users of the Moodby DJ app,

cancellation (deletion) of the DJ Profile from the Moodby DJ app is allowed after the end of the reporting period for all valid subscriptions made by the End Users of the Moodby DJ app, but not more than 60 (sixty) calendar days from the moment the DJ clicks the "Delete DJ Profile" button.

4.14. If there is revenue on the DJ (legal entity, individual (private) entrepreneur) balance, cancellation (deletion) of the DJ (legal entity, individual (private) entrepreneur) profile is allowed after requesting and transferring all revenue from the DJ (legal entity, individual (private) entrepreneur) balance to the payment means.

4.15. Cancellation (deletion) of the DJ (individual) profile from the Moodby DJ app is allowed even if there is revenue on the DJ (individual) balance. The remaining revenue on the DJ (individual) balance after the DJ (individual) clicks the «Delete DJ Profile» button and when the DJ (individual) refuses to transfer it to the payment means is transferred to the Service Administrator, subject to the conditions specified in clause 6.11. of the User Agreement.

4.16. When the Service Administrator decides to cancel (delete) the DJ Profile, in the event of any violation of the terms of the User Agreement by the DJ, including a single violation, the Service Administrator cancels (deletes) the DJ Profile in compliance with the conditions specified in clauses 4.12. - 4.15. of the User Agreement.

5. DJ verification when using payment services in the Moodby DJ app.

5.1. The DJ is to meet the requirements specified in clause 2.8. of the User Agreement and pass the DJ verification procedure in the Moodby DJ app in order to use the payment services in the Moodby DJ app.

The DJ (individual) who has not reached the age of eighteen (or other equivalent legal age according to the law of the location of the DJ) and (or) who is fully or partially incapable to use of the payment services in the Moodby DJ app shall obtain the consent of his legal representatives - parents, adoptive parents or trustees to use payment services in the Moodby DJ app in the manner established by the current law of the location of the DJ.

5.2. The use of the payment services in the Moodby DJ app by the DJ and verification of the DJ are allowed only in the absence of prohibitions in the current law of the location of the DJ.

5.3. The verification procedure in the Moodby DJ app is performed by mandatory filling out of all the fields in the verification form by the DJ.

5.4. Verification in the Moodby DJ app of the DJ (individual) is carried out by indicating personal data of the DJ (individual) in the verification form, namely:

5.4.1. surname, name, patronymic (if any);

5.4.2. date of birth;

5.4.3. location address.

5.5. Verification in the Moodby DJ app of the DJ (legal entity, individual (private) entrepreneur) is carried out by indicating personal data of the DJ (legal entity, individual (private) entrepreneur) in the verification form, namely:

5.5.1. full legal name of the legal entity, individual (private) entrepreneur;

5.5.2. full legal address of a legal entity, individual (private) entrepreneur;

5.5.3. registration number of a legal entity, individual (private) entrepreneur;

5.5.4. VAT identification number (if any).

5.6. The DJ is to indicate in the verification form accurate, valid and complete personal data necessary for using payment services in the Moodby DJ app, and also maintain the validity of the specified personal data.

5.7. The DJ is fully responsible for the accuracy, validity and completeness of the personal data specified in the verification form, necessary for the use of the payment services in the Moodby DJ app.

5.8. In case it is necessary and not possible to automatically confirm the personal data entered by the DJ in the verification form, which is necessary to use payment services in the Moodby DJ app, the Service Administrator has the right to request additional information from the DJ within 48 (forty eight) hours.

5.9. The Service Administrator has the right to request from the DJ any information that is necessary to verify the DJ and to prevent fraud. The DJ accepts and gives his consent to the search for information about the DJ in third-party datas and other sources, and also allows to request reports from the ecommpay payment system.

5.10. The ecommpay payment system also has the right to request from the DJ any information that is necessary for the revenue transfer from the DJ balance to the DJ and for preventing fraud. The DJ accepts and gives his consent to the ecommpay payment system to the search for information about the DJ in third-party datas and other sources.

5.11. The Service Administrator reserves the right to terminate, suspend or restrict access to the payment services if it is impossible to obtain or verify the personal data of the DJ.

5.12. The current law of certain jurisdictions may oblige the Service Administrator to collect the DJ's personal data in order to comply with anti-money laundering standards. In this case the Service Administrator has the right to request from the DJ the following documents, data or perform actions:

5.12.1. official certificate of identity and (or) documents confirming the registration of a legal entity, individual (private) entrepreneur;

5.12.2. document confirming the location address and (or) the location address of a legal entity, individual (private) entrepreneur;

5.12.3. confirming the email address specified during registration (identification) in the Moodby DJ app;

5.12.4. consent of legal representatives - parents, adoptive parents or trustees to use the payment services in the Moodby DJ app in the manner established by the current law of the location of the DJ, this clause is applied to the DJ (individual) who has not reached the age of eighteen (or other equivalent legal age, according to the current law of the location of the DJ) and (or) is completely or partially incapable;

5.12.5. confirming the authenticity and (or) belonging of the payment means to the DJ.

5.13. The Service Administrator is not responsible for any damages caused as a result of the DJ providing incorrect personal data in the verification form necessary for using the payment services in the Moodby DJ app.

5.14. Having verified and using payment services in the Moodby DJ app, the DJ confirms that he meets the requirements of clause 2.8. of the User Agreement and the fact that the use of the payment services in the Moodby DJ app does not violate the current law of the territory of the location of the DJ.

6. Ways and procedures of the DJ gaining revenue in the Moodby DJ app. Revenue transfer from the DJ balance.

6.1. The Service Administrator provides the DJ with ability to revenue from music channels and playlists for these music channels created by the DJ when using the Moodby DJ app.

6.2. The DJ who created music channel and playlist for this music channel (Personal music channel, Premium music channel) sets the monthly reward (royalty) for the right to use a music channel and a playlist for this music channel (Personal music channel, Premium music channel) for the End-Users of the Moodby DJ app.

6.3. Monthly reward (royalty) for the right to use a music channel and a playlist for this music channel (Personal music channel, Premium music channel) created by the DJ is set by the DJ in the currency of the location of the DJ.

6.4. the DJ receives a monthly reward (royalty) from each subscription made by End-Users of the Moodby DJ app to a music channel (Personal music channel, Premium music channel) created by the DJ.

The revenue from the Base subscription paid by the End-Users of the Moodby DJ app is distributed among all DJs whose music channels were played by the End users of the Moodby DJ app, in proportion to the time of listening to music channels by the End-Users of the Moodby DJ app in the reporting period.

6.5. The revenue be displayed on the DJ balance at the end of the reporting period, which begins from the moment the End Users of the Moodby DJ app subscribes to the music channel (Personal music channel, Premium music channel), purchases the Base subscription.

When the Service Administrator deletes the DJ music channel and playlist for this music channel that violate the intellectual property rights of the authors (legal rightholders), the Service Administrator, the Rightholder, other DJs, third parties, the revenue on the DJ balance is displayed taking into account the deduction of losses from such revenue incurred by the Service Administrator in case the DJ violates the intellectual property rights of the authors (legal rightholders), the Service Administrator, the Rightholder, other DJs, third parties.

6.6. Revenue from the initial subscription by the End users of the Moodby DJ app to the Personal music channel or the Premium music channel is displayed on the DJ balance in proportion to the number of days in the reporting period during which the End users of the Moodby DJ app used the music channel (Personal music channel, Premium music channel), until the end of the reporting period of the Base subscription.

6.7. The DJ revenue shall be displayed on the DJ balance, therewith the DJ balance shall be updated in the DJ Profile at least once a day.

6.8. In order to transfer the revenue from the DJ balance to the payment means, the DJ needs to fill out the revenue transfer form.

6.9. The DJ has the right to request a revenue transfer provided that there is the revenue of at least 50 (fifty) US dollars on the DJ balance, the DJ has the right to request a revenue transfer in full or in part, indicating the amount of the revenue for transferring from the DJ balance to the payment means of the DJ.

6.10. In case of events specified in clauses 14.4. - 14.6., 14.8. - 14.10. of the User Agreement the DJ agrees to request a transfer and fill out a form for the transfer of all revenue from the DJ balance, in this case the paragraph 6.9. of the User Agreement does not apply. Paragraph 6.10. of the User Agreement is a right for DJs (individuals) and a duty for DJs (legal entities, individual (private) entrepreneurs).

6.11. In case the DJ (individual) refuses to transfer the revenue to the payment means, revenue is transferred to the Service Administrator on the terms of free (sponsor) assistance for the development of the Moodby DJ app on behalf of the DJ (individual).

6.12. In case of any violation of the terms of the User Agreement by the DJ including a single violation and the decision of the Service Administrator to cancel (delete) the DJ Profile, the revenue from the DJ balance is transferred to the payment means taking into account the deduction of losses incurred by the Service Administrator from this revenue in case the DJ violates the terms of the User Agreement.

6.13. The revenue transfer from the DJ balance to the DJ is carried out within 90 (ninety) calendar days from the date of filling out the revenue transfer form, with the exception of events specified in clauses 14.4. - 14.6., 14.8. - 14.10. of the User Agreement. Upon the occurrence of events specified in clauses 14.4. - 14.6., 14.8. - 14.10. of the User Agreement the revenue transfer from the DJ balance to the DJ is carried out within 90 (ninety) calendar days from the date of cancellation (deletion) of the DJ Profile.

6.14. The revenue transfer from the DJ balance to the DJ is carried out using the ecommpay payment system.

The DJ (individual) who has not reached the age of eighteen (or other equivalent legal age according to the law of the location of the DJ) and (or) who is fully or partially incapable in order to use the payment services in the Moodby DJ app has the right to use the payment means of his legal representatives - parents, adoptive parents or trustees in order to use the payment services in the Moodby DJ app after receiving consent from his legal representatives - parents, adoptive parents or trustees, to use payment means in the manner established by the current law of the location of the DJ.

6.15. The ecommpay payment system may charge additional fees (duties) for processing a transfer, including deducting fees (duties) from the amount of the revenue when transferring. The DJ bears all expenses related to payment of fees (duties) when transferring the revenue from the DJ balance to the payment means using the ecommpay payment system. The Service Administrator is not responsible for the fees charged by the ecommpay payment service. The use of the payment services in the Moodby DJ app is conditional to additional User rules (terms of use) of the ecommpay payment system. Before using the payment services in the Moodby DJ app, the DJ shall familiarize with the User rules (terms of use) of the ecommpay payment system.

6.16. If when making a transfer from the DJ balance to the payment means less revenue than it was indicated by the DJ in the revenue transfer form is credited, the DJ shall inform the Service Administrator about this within 24 (twenty four) hours.

6.17. The DJ also undertakes to pay all taxes on the revenue gained in the Moodby DJ app and to fulfill other duties in

accordance with the current law of the territory of the location (or citizenship) of the DJ.

6.18. If the Service Administrator needs the personal data of the DJ and other information in accordance with the current law of the Republic of Cyprus when paying taxes and fulfilling tax duties, the DJ agrees and undertakes to provide the requested personal data and other information to the Service Administrator. The personal data of the DJ and other information received from the DJ shall be used by the Service Administrator solely for the payment of taxes and tax duties.

7. Rights and duties of the DJ

7.1. The DJ has the right:

7.1.1. to use the Moodby DJ app within and in accordance with the terms of the User Agreement, post or indicate the DJ Content in the Moodby DJ app through the available functionality of the Moodby DJ app. The posted DJ Content shall not contain knowledge, materials, information, data specified in clause 7.3.7. of the User Agreement;

7.1.2. to create music channels and playlists for these music channels in the Moodby DJ app from the phonorecords posted in the Catalog, an exception for creating music channels and playlists for these music channels is indicated in clauses 9.9., 9.10. of the User Agreement;

7.1.3. to comment on the DJ Content posted by other DJs, in accordance with the clause 7.3.7. of the User Agreement;

7.1.4. to use the Moodby DJ app for making revenue;

7.1.5. to use paid services in the Moodby DJ app;

7.1.6. to refuse the mailout made by the Service Administrator of information and data specified in clause 4.10. of the User Agreement at any time through the settings in his DJ Profile;

7.1.7. to use or refuse to use the Moodby DJ app after the Service Administrator has established payment for the use of the Moodby DJ app;

7.1.8. to request documents confirming force majeure events from the Service Administrator if the Service Administrator fails to fulfill his obligations under the User Agreement due to force majeure events;

7.1.9. to unilaterally terminate the User Agreement and refuse to use the Moodby DJ app at any time by canceling (deleting) the DJ Profile;

7.1.10. to delete music channel and playlist for this music channel under the procedure provided for in clause 9.3. of the User Agreement;

7.1.11. to request revenue transfer from the DJ balance to the payment means when cancelling (deleting) the DJ Profile. This clause is applicable only to the DJ (individual);

7.1.12. to refuse the revenue transfer from the DJ balance to the payment means when cancelling (deleting) the DJ Profile. This clause is applicable only to the DJ (individual);

7.1.13. to use payment means of his legal representatives - parents, adoptive parents or trustees, after receiving the consent of his legal representatives - parents, adoptive parents or trustees, to use payment means in the manner established by the current law of the location of the DJ. This clause is applicable only to the DJ (individual) who has not reached the age of eighteen (or other equivalent legal age according to the law of the location of the DJ) and (or) who is fully or partially incapable.

7.2. The DJ agrees:

7.2.1. to properly comply with the terms of the User Agreement and agrees that the Service Administrator has the right to take all necessary measures aimed at preventing and stopping violations of the User Agreement by the DJ;

7.2.2. to provide during registration (identification) in the Moodby DJ app and when filling out a verification form accurate, reliable and complete personal data, monitor its updating;

7.2.3. to inform the Service Administrator about unauthorized access to the DJ Profile and (or) about the use of the username and password of the DJ by third parties;

7.2.4. not to undermine the functioning of the Moodby DJ app, and also not to use software and hardware methods and means of influencing the Moodby DJ app in order to destabilize its operation;

7.2.5. to timely install all necessary updates for the correct operation of the Moodby DJ app;

7.2.6. to stop using the Moodby DJ app and cancel (delete) the DJ Profile within 10 (ten) calendar days from the receipt of a notification from the Service Administrator about the establishment of payment for the use of the Moodby DJ app in case of refusal to use the Moodby DJ app on monetary ;

7.2.7. not to take actions in order to gain access to parts of the Moodby DJ app not intended for the DJ to access;

7.2.8. not to carry out the actions in order to obtain the personal data of other DJs or to gain the access to the DJ Profile of other DJs for the purpose of its subsequent processing, including its collection, systematization, accumulation, distribution, etc.;

7.2.9. to prevent actions on downloading, publishing, providing access, bringing to the public, distribution, storage of malicious software, including viruses, password crackers, etc. in the Moodby DJ app;

7.2.10. to independently take measures to ensure the security of the DJ Profile, prevent unauthorized use of the DJ Profile by other DJs, third parties, namely not to provide access to the DJ Profile to other DJs, third parties, if this may lead to a violation of the User Agreement and the current law of the Republic of Cyprus;

7.2.11. not to use the Moodby DJ app for multiple messaging of advertising and (or) messages of other nature (spam);

7.2.12. not to place commercial advertisements, commercial offers on the Moodby DJ app unless the Service Administrator has given written consent to place such advertisements (offers);

7.2.13. not to use the Moodby DJ app if the law of the location of the DJ prohibits the use of the Moodby DJ app or establishes other restrictions on the use of the Moodby DJ app, including age restrictions;

7.2.14. to set age limits on music channels posted in the Moodby DJ app;

7.2.15. to pass the verification and fill out a verification form before using the payment services in the Moodby DJ app;

7.2.16. to study the terms of use of the ecommpay payment system before using the payment services in the Moodby DJ app;

7.2.17. to inform the Service Administrator within 24 (twenty four) hours about the transfer of less revenue to the payment means of the DJ than it was requested when transferring the revenue from the DJ balance to the payment means;

7.2.18. to immediately familiarize with notifications, warnings, comments of the Service Administrator about non-

compliance with the terms of the User Agreement when using the Moodby DJ app, received by the DJ on email, and follow the instructions of the Service Administrator on eliminating violations of the User Agreement when using the Moodby DJ app;

7.2.19. to make amendments and (or) supplements to the DJ Profile within 10 (ten) calendar days after receiving a notification from the Service Administrator about changes in the composition and content of the required information about the DJ in the DJ Profile when using the Moodby DJ app;

7.2.20. to study the Privacy Policy before using the Moodby DJ app;

7.2.21. to study the User Agreement before the Acceptance and the use of the Moodby DJ app, in the manner provided for in paragraph 2 clause 1.4. of the User Agreement. This clause is applicable only to the DJ (individual) who has not reached the age of eighteen years and (or) who is fully or partially incapable;

7.2.22. to notify the Service Administrator about the inability of fulfilling his obligations under the User Agreement due to the occurrence of force majeure events within 10 (ten) calendar days from the occurrence of force majeure events;

7.2.23. to provide the Service Administrator with documents confirming force majeure events after receiving a request from the Service Administrator to provide such documents;

7.2.24. to request a transfer of remaining revenue and to fill out the form for transferring the remaining revenue from the DJ balance to the payment means before canceling (deleting) the DJ Profile. This clause is applicable only to the DJ (legal entity, individual (private) entrepreneur);

7.2.25. to compensate the losses incurred by the Service Administrator in the event of any violation of the terms of the User Agreement by the DJ, including a single violation, if there is no revenue on the DJ balance that would fully cover the losses incurred by the Service Administrator;

7.2.26. not to perform any actions related to copying, reproducing, changing, deleting, supplementing, processing, creating derivative products (technologies), distributing, modifying, displaying in a frame, publishing, downloading, transferring, manufacturing and (or) selling products (technologies) on the Moodby DJ app or to use in any other way in whole and (or) in part the content posted in the Moodby DJ app and the Moodby DJ app itself for commercial or other purposes, either in his interest or in the interest of other Users, third parties.

7.3. When using the Moodby DJ app, the DJ is prohibited:

7.3.1. to copy and (or) use in any other way the software part of the Moodby DJ app, as well as its design, graphic design, source code, etc.;

7.3.2. to post in the Moodby DJ app any personal data of other DJs, third parties without their consent, including the location address, contact numbers, passport details, email address, etc.;

7.3.3. to change the Moodby DJ app in any way, to take actions aimed at changing the functioning and operability of the Moodby DJ app;

7.3.4. to use programs for collecting knowledge, materials, information, data, DJ content posted by the Service Administrator, the Rightholder, other DJs, third parties in the Moodby DJ app;

7.3.5. to make it possible to use the Moodby DJ app without the physical participation of the DJ and without the DJ personally using the Moodby DJ app;

7.3.6. to offer other DJs, third parties the services related to the use of the Moodby DJ app, as well as knowledge, materials, information, data, the DJ content posted by the Service Administrator, the Rightholder, other DJs, third parties, for carrying out commercial activities, making revenue;

7.3.7. to post, distribute, transmit using the Moodby DJ app functionality in any form knowledge (materials, information) that contradicts the requirements of the current law of the Republic of Cyprus and the terms of the User Agreement, namely:

7.3.7.1. aimed at inciting racial, national, religious or other social hostility or hatred on the basis of racial, national, religious, linguistic or other social origin, as well as links to such information;

7.3.7.2. spam, extremist and viral materials, symbols, pornographic materials or objects of a pornographic nature, including with the image of a minor, knowingly false and defamatory information, as well as links to such information;

7.3.7.3. in order to arouse the determination of an individually-indefinite circle of persons to commit suicide, as well as links to such information;

7.3.7.4. calls for seizing state power, or forcibly changing the constitutional system, or betraying the state, or committing an act of terrorism or sabotage, or committing other acts aimed at causing harm to national security, or disseminating materials containing such calls, as well as links to such information;

7.3.7.5. propagandizing the consumption of narcotic drugs, psychotropic substances, their analogues, toxic and other intoxicating substances, as well as information on methods of the development, manufacture, use and places of purchase of narcotic drugs, psychotropic substances, their precursors and analogues, as well as links to such information;

7.3.7.6. on methods of manufacturing explosive devices and explosive substances, items, the damaging effect of which is based on the use of combustible substances, as well as links to such information;

7.3.7.7. on the implementation of activities prohibited in accordance with the laws of the Republic of Cyprus, as well as links to such information;

7.3.7.8. violating the rights of the Service Administrator, the Rightholder, other DJs and third parties to intellectual property protected in accordance with the current law of the Republic of Cyprus and international law;

7.3.7.9. insulting or violating the rights and (or) freedoms of the Service Administrator, the Rightholder, other DJs and third parties in any other way, as well as the use of obscene, insulting, violating ethical and moral standards, degrading the honor and dignity words and (or) phrases when writing comments in the Moodby DJ app by the DJ, and when registering of the DJ in the Moodby DJ app, by indicating these words and (or) phrases in the «DJ Name» column;

7.3.7.10. other knowledge (materials, information), the dissemination of which is prohibited by the current law of the Republic of Cyprus.

7.3.8. use the possibility of correspondence with the Service Administrator for purposes not provided for in clauses 7.2.3., 7.2.17., 7.2.22, 7.2.23., 11., 13., 15. of the User Agreement;

7.3.9. create music channels and playlist for these music channels after the DJ clicks the «Delete DJ Profile» button, as

well as after the occurrence of the events specified in clauses 8.1.26., 14.8. - 14.10. of the User Agreement;

7.3.10. alienate and hand over the DJ Profile in any other way, acquire the DJ Profile from another DJ, a third party, including through sale, exchange or gift.

7.4. DJ rights and methods of using the Moodby DJ app not specified in the User Agreement are considered not granted and prohibited by the Service Administrator.

8. Rights and duties of the Service Administrator

8.1. The Service Administrator has the right:

8.1.1. to edit, modify and (or) delete at his own discretion from the Moodby DJ app any knowledge, materials, information, data, the DJ Content posted by the DJ, intellectual property, in case such information contradicts the current law of the Republic of Cyprus, the terms of the User Agreement, rights and the legitimate interests of the Service Administrator, the Rightholder, other DJs, third parties, without prior and subsequent notification of the User;

8.1.2. to delete phonorecords from the Catalog, music channels and playlists for these music channels created by the DJ in the Moodby DJ app;

8.1.3. to edit, make amendments and (or) supplements at his own discretion to the User Agreement, without prior and subsequent notification of the DJ;

8.1.4. to hand over personal data of the DJ and any other knowledge, materials, information, data specified by the DJ during registration (identification) in the Moodby DJ app, verification, activation of the paid services in the Moodby DJ app, the use of the Moodby DJ app, in the manner and cases provided for by current law of the Republic of Cyprus;

8.1.5. to send the DJ information, data on the activities of the Service Administrator and the Moodby DJ app, about amendments and (or) supplements to the Moodby DJ app, the development of the Moodby DJ app, as well as advertise his own activities and (or) services, as well as goods and (or) services of the Rightholder, third parties;

8.1.6. to request identity documents or documents confirming the registration of a legal entity, individual (private) entrepreneur from the DJ, and consent of legal representatives (parents, adoptive parents or guardians) to use the Moodby DJ app and (or) to use the paid services in the Moodby DJ app and documents confirming kinship or guardianship (birth certificate or other document for a minor, fully or partially incapable DJ) from a minor, fully or partially incapable DJ;

8.1.7. to suspend and (or) stop the DJ's registration and access to the use of the Moodby DJ app, as well as cancel (delete) the DJ Profile if the DJ violates the requirements of the User Agreement and (or) the current law of the Republic of Cyprus, as well as to refuse the DJ to create (register) the DJ Profile, the DJ Profile of whom was previously canceled (deleted) for any violation of the terms of the User Agreement by the DJ, including a single violation;

8.1.8. to terminate the DJ's access to the Moodby DJ app and cancel (delete) the DJ Profile within 10 (ten) calendar days from the receipt of a notification from the Service Administrator about the establishment of payment for the use of the Moodby DJ app if the DJ refuses to use the Moodby DJ app on monetary ;

8.1.9. to reproduce, collect, store and use in any other way the DJ Content provided by the DJ when using the Moodby DJ app;

8.1.10. to transfer rights and duties under the User Agreement to the Rightholder, to third parties for the purpose of fulfilling the User Agreement, without notifying and (or) obtaining the consent of the DJ;

8.1.11. to set age limits on music channels created by the DJ in the Moodby DJ app;

8.1.12. to make technical breaks in the operation of the Moodby DJ app, including due to emergency circumstances, without prior and subsequent notification of the User;

8.1.13. not to transfer revenue from the DJ balance, if the conditions specified in clause 6.9. of the User Agreement are not fulfilled, with the exception of cases specified in clause 6.10. of the User Agreement;

8.1.14. to set the cost of Base subscription and increase the cost of a monthly subscription to the music channel (Personal music channel, Premium music channel) for the size of the commission of the Service Administrator and other amounts;

8.1.15. to change at any time the composition and content of the required information about the DJ in the DJ Profile when using the Moodby DJ app, notifying the DJ about this;

8.1.16. to send notifications, warnings, comments about non-compliance with the terms of the User Agreement when using the Moodby DJ app;

8.1.17. to request the documents confirming force majeure events from the DJ, if he fails to fulfill his duties under the User Agreement in relation to the occurrence of force majeure events;

8.1.18. to unilaterally suspend or completely terminate the provision of paid services to the DJ, if there is a reason to suspect the DJ of unlawful actions related to unlawful crediting and (or) transfer of the revenue, the use of the payment services in the Moodby DJ app, as well as when it is impossible to receive or verify personal data of the DJ;

8.1.19. to hand over information about the DJ to law enforcement authorities for verification, if there is a reason to assume that the DJ is committing illegal actions related to the crediting and (or) transfer of the revenue, the use of the payment services in the Moodby DJ app;

8.1.20. to request from the DJ additional information if it is necessary and impossible to automatically confirm the personal data of the DJ entered in the verification form, when connecting the payment services in the Moodby DJ app;

8.1.21. to search in third-party datas and in other sources, as well as to request reports from the ecommpay payment system, which are necessary for the DJ verification when connecting the payment services in the Moodby DJ app and for preventing fraud;

8.1.22. to request the documents, data from the DJ or ask for the actions specified in clauses 5.12.1. - 5.12.5. of the User Agreement, if the current law of some jurisdictions obliges the Service Administrator to collect personal data of the DJ, in order to comply with the standards for combating the laundering of income received from crime;

8.1.23. to request the personal data and other information from the DJ necessary for the Service Administrator to pay taxes and fulfill tax obligations;

8.1.24. at any time to make a decision to terminate the contractual relationship between the Rightholder;

8.1.25. to deduct the amount of losses incurred by the Service Administrator from the revenue transfer from the DJ balance to the payment means in the event of any violation of the terms of the User Agreement by the DJ, including a single violation;

8.1.26. to make a decision on cancellation (deletion) of the DJ Profile, in case of any violation of the terms of the User Agreement by the DJ, including single violation.

8.2. The Service Administrator agrees:

8.2.1. to grant the DJ non-exclusive rights to use the Moodby DJ app within the User Agreement and on terms of the User Agreement;

8.2.2. to ensure confidentiality of the DJ's personal data, knowledge, materials, information specified by the DJ when registering in the Moodby DJ app, passing the verification, connecting paid services in the Moodby DJ app except for the clause 8.1.3. of the User Agreement;

8.2.3. to ensure the functioning and the ability to use the Moodby DJ app by the DJ, taking into account the clause 3.9. of the User Agreement;

8.2.4. to notify the DJ about the inability to fulfill his obligations under the User Agreement in relation to the force majeure events within 10 (ten) calendar days from the occurrence of force majeure events;

8.2.5. to provide the DJ with documents confirming force majeure events, after receiving a request from the DJ to provide such documents;

8.2.6. to notify the DJ about the need to make amendments and (or) supplements to the DJ Profile when using the Moodby DJ app, after the Service Administrator decides to change the composition and content of the required information about the DJ in the DJ Profile when using the Moodby DJ app. This notification shall be sent by the Service Administrator to the email address provided by the DJ during registration (identification);

8.2.7. in the event of making decision on cancellation (deletion) of the DJ Profile in case of any violation of the terms of the User Agreement by the DJ, including single violation, to notify the DJ about the decision 35 (thirty five) calendar days before the date of cancellation (deletion) of the DJ Profile. This notification shall be sent by the Service Administrator to the email address provided by the DJ during registration (identification);

8.2.8. to transfer the remaining the revenue from the DJ balance to the payment means if the events specified in clauses 14.4. - 14.6., 14.8. - 14.10. of the User Agreement occur;

8.2.9. in the event of making a decision to terminate the contractual relationship with the Rightholder, to notify the DJ about the decision 35 (thirty five) calendar days before the date of termination of the contractual relationship with the Rightholder. This notification shall be sent by the Service Administrator to the email address provided by the DJ during registration (identification);

8.2.10. in case the Rightholder makes decisions to terminate the contractual relationship with the Service Administrator and (or) to close the Moodby DJ app, to notify the DJ about the decisions taken by the Rightholder 35 (thirty five) calendar days before the date of termination of the contractual relationship and (or) before the closing date of the Moodby DJ app. This notification shall be sent by the Service Administrator to the email address provided by the DJ during registration (identification).

9. Creation and deletion of music channels by the DJ in the Moodby DJ app.

9.1. When using the Moodby DJ app, the DJ has the right to create music channels and playlists for these music channels using phonorecords posted in the Catalog.

9.2. The End Users of the Moodby DJ app subscribe to the music channels (Personal music channel, Premium music channel), the subscription to the Base music channel is covered by the Base subscription.

9.3. DJ has the right to delete music channel and playlist for this music channel, provided that there are no valid subscriptions by the End Users of the Moodby DJ app to this music channel. If there are valid subscriptions of the End Users of the Moodby DJ app, the music channel shall be deleted after the end of the reporting period for all valid subscriptions made by the End Users of the Moodby DJ app.

9.4. The Service Administrator has the right to delete phonorecords from the Catalog. In this case, the presence of valid subscriptions of End Users of the Moodby DJ app to music channels in which these phonorecords are used does not prevent their immediate removal.

9.5. When the DJ or the Service Administrator decides to cancel (delete) the DJ Profile, music channels and playlists for these music channels created by the DJ in the Moodby DJ app shall be deleted after the end of the reporting period for all valid subscriptions made by End Users of the Moodby DJ app.

9.6. Service Administrator in accordance with clause 8.1.2. of the User Agreement has the right to delete music channels and playlists for these music channels created by the DJ in the Moodby DJ app. In this case valid subscriptions of the End Users of the Moodby DJ app to the music channels do not prevent their immediate deletion.

9.7. Upon the occurrence of events specified in clauses 14.4. - 14.6., 14.8. - 14.10 of the User Agreement, music channels and playlists for these music channels created by the DJ in the Moodby DJ app to which valid subscriptions by the End users of the Moodby DJ app are made shall be deleted after the end of the reporting period for all existing subscriptions made by the End users of the Moodby DJ app.

9.8. Music channels and playlists for these music channels created by the DJ in the Moodby DJ app without valid subscriptions by the End Users of the Moodby DJ app are deleted immediately after clicking the «Delete» button.

9.9. Upon the occurrence of events specified in clauses 8.1.26., 14.8. - 14.10. of the User Agreement and after receiving a notification from the Service Administrator about the occurrence of the events specified in clauses 8.1.26., 14.8. - 14.10. of the User Agreement, the DJ does not have a right to create music channels and playlists for these music channels in the Moodby DJ app.

9.10. After the DJ clicks the «Delete DJ Profile» button and until the DJ profile is actually deleted from the Moodby DJ app, the DJ does not have a right to create music channels and playlists for these music channels in the Moodby DJ app.

10. Content posted in the Moodby DJ app. Intellectual property.

10.1. The DJ acknowledges and agrees that all content posted on the Moodby DJ app and the Moodby DJ app itself is the intellectual property of their authors (legal rightholders) and is protected by current law of the Republic of Cyprus, as well as by international law.

10.2. The Service Administrator reserves the right to delete at any time the DJ content from the Moodby DJ app that violates the rights of the authors (legal rightholders), the Service Administrator, the Rightholder, other DJs and third parties to the objects of intellectual property which are protected in accordance with current law of the Republic of Cyprus and with norms of

international law, without prior and subsequent notification of the DJ.

10.3. By uploading DJ content to the Moodby DJ app, the DJ confirms and guarantees the Service Administrator that the uploaded DJ content does not violate the rights of the authors (legal rightholders), the Service Administrator, the Rightholder, other DJs, third parties to the objects of intellectual property.

10.4. The DJ accepts and agrees to provide access to the DJ music channels and playlists for these music channels posted on the Moodby DJ app for the purpose playback in public places by the End Users of the Moodby DJ app.

10.5. Through the use of the Moodby DJ app, the DJ does not have any transferred rights to any content posted in the Moodby DJ app by Service Administrator, the Rightholder, other DJs, third parties, and the Moodby DJ app itself.

10.6. None of the provisions of the User Agreement grants the DJ the right to use the firm name, trademarks, domain names and other distinguishing marks of the Service Administrator, the Rightholder. The right to use the firm name, trademarks, domain names and other distinguishing marks of the Service Administrator, the Rightholder may be granted after the DJ obtains written permission from the Service Administrator.

10.7. The DJ is prohibited from copying, reproducing, modifying, deleting, supplementing, processing, creating derivative products (technologies), distributing, modifying, displaying in a frame, publishing, downloading, transferring, manufacturing and (or) selling products (technologies) on the Moodby DJ app or use in any other way in general and (or) in part the content posted in the Moodby DJ app and the Moodby DJ app itself without prior permission of the Service Administrator.

10.8. The use by the DJ of the content posted in the Moodby DJ app by the Service Administrator, Rightholder, other DJs, third parties, with the exception of the Catalog, is allowed solely for personal non-commercial use, provided that all copyright signs (copyrights) or other notices of authorship are preserved.

The DJ is allowed to use phonorecords posted by the Service Administrator in the Catalog without the ability of copying (playing) them in DJ Devices.

The DJ is allowed to use the phonorecords posted by the Service Administrator in the Catalog in the amount and by methods provided for by the functionality of the Moodby DJ app.

10.9. Any use of the content posted in the Moodby DJ app and the Moodby DJ app itself without the written permission of the Service Administrator, with the exception of cases specified in clause 10.8. of the User Agreement, including copying, reproduction, processing, distribution, broadcasting, cable communication for public information, bringing it to the public on the Internet, other use of the content posted on the Moodby DJ app and the Moodby DJ app itself is illegal and may serve as a reason for lawsuit and bringing to justice in accordance with the current law of the Republic of Cyprus, as well as international law.

10.10. When posting comments, DJ content in the Moodby DJ app, the DJ grants to the Service Administrator a non-exclusive right to use the comments, DJ content posted by the DJ in the Moodby DJ app, namely to copy, reproduce, process, distribute, broadcast, communicate through cable for general information, bring to the public on the Internet, or to use these materials in other way, without the DJ having the right to issue licenses to third parties, under the terms of exclusive license. A non-exclusive right for the Service Administrator to use comments, DJ content posted by the DJ in the Moodby DJ app is granted from the moment comments, DJ content are posted in the Moodby DJ app by the DJ, and ends on the earliest of the following dates:

from the date of deletion by the DJ or the Service Administrator of comments, DJ content posted by the DJ in the Moodby DJ app from the Moodby DJ service, or

from the date of cancellation (deletion) of the DJ Profile.

The territory of non-exclusive rights for the Service Administrator to use the comments, DJ content posted by the DJ in the Moodby DJ app extends to all countries of the world.

11. Force majeure events.

11.1. The Service Administrator and the DJ are indemnified from liability for full or partial failure to fulfill duties according to the User Agreement, if such failure was caused by force majeure events that could not be foreseen and could not be prevented by the Service Administrator or the DJ, in particular: natural disasters, fires, disasters, prohibitive actions of state and other authorized bodies and organizations, military operations, blockades, epidemics, riots, strikes, failures in telecommunication and electric networks, malicious programs, as well as illegal actions of third parties aimed at obtaining unauthorized access to the Moodby DJ app or at disabling the Moodby DJ app software package, etc.

11.2. The Service Administrator or the DJ who was unable to fulfill his duties under the User Agreement due to force majeure events shall notify the Service Administrator or DJ about such events in 10 (ten) calendar days in writing.

11.3. At the request of the Service Administrator or the DJ, a certifying document shall be presented to the Service Administrator or the DJ confirming force majeure events. A document issued by the Chamber of Commerce and Industry or by another authorized state body is sufficient evidence of the presence and duration of force majeure events.

12. Responsibility. Limitation of liability.

12.1. For violation of the terms of the User Agreement, the Service Administrator and the DJ are liable in accordance with the current law of the Republic of Cyprus.

12.2. The Service Administrator is not responsible for:

12.2.1. unlawful, illegal and other actions of the DJ, other DJs, third parties that impede the use of the Moodby DJ app;

12.2.2. comments, DJ Content, DJ Profile posted by the DJ, other DJs, third parties in the Moodby DJ app;

12.2.3. the DJ's loss of access to the Moodby DJ app and to the DJ Profile due to the loss of a login, password or other information necessary to access the Moodby DJ app;

12.2.4. inaccurate, unreliable, and incomplete indication of personal data by the DJ in the DJ Profile;

12.2.5. DJ's lack of means for gaining access to the Internet and the quality of the services of Internet providers;

12.2.6. knowledge, materials, information, data posted in the Moodby DJ app by the DJ, other DJs, third parties or on third-party websites, accessible via the links posted by the DJ, other DJs, third parties in the Moodby DJ app;

12.2.7. termination of work and (or) incorrect operation of the Moodby DJ app related to the late installation of the update;

12.2.8. for any types of losses resulting from the use of the Moodby DJ app by the DJ;

12.2.9. for any (directly or indirectly) lost revenue;

12.2.10. for any loss of business reputation;

12.2.11. for visiting and using by the DJ of other sites, WEB-pages, links to which may be contained in the comments of

the DJ, other DJs, third parties posted in the Moodby DJ app;

12.2.12. for any damage to the DJ's devices caused or connected with the use of the Moodby DJ app;

12.2.13. for fees charged by the ecommpay payment service;

12.2.14. decisions made by the Rightholder to terminate the contractual relationship between the Service Administrator and (or) to close the Moodby DJ app.

12.3. The DJ understands and agrees that the Moodby DJ app is provided «as is» according to international practice, without any expressed or implied warranties. The Service Administrator does not guarantee that the Moodby DJ app meets the goals and requirements of the DJ, that access to the Moodby DJ app is provided continuously, quickly, reliably and without internal errors, and is also available twenty-four seven.

12.4. The DJ is solely responsible for abiding the current law of the Republic of Cyprus, the current law of the location of the DJ, as well as all rights and legal interests of other DJs, the Rightholder, the End Users of the Moodby DJ app, third parties when using the Moodby DJ app.

12.5. The DJ is solely responsible for his actions that violate the rights of the Service Administrator, the Rightholder, other DJs and third parties to the objects of intellectual property protected in accordance with the current law of the Republic of Cyprus and international law.

12.6. The DJ is solely responsible for using the Moodby DJ app if the law of the location of the DJ prohibits the use of the Moodby DJ app or sets other restrictions on the use of the Moodby DJ app, including age restrictions.

12.7. The DJ understands and agrees that he is solely responsible for any knowledge, materials, information, data, objects of intellectual property which he posts in the Moodby DJ app, in comments, in DJ Profile, in DJ Content or informs other DJs, End Users of the Moodby DJ app in any other way or brings it to the public.

12.8. The DJ is solely responsible and bears all risks of negative consequences connected with the indication of incorrect personal data of the DJ and data of the payment means when using payment services.

12.9. Any actions made from the DJ's device in the Moodby DJ app are considered to be made by the DJ, unless the contrary is proved by the DJ.

12.10. In case the Service Administrator deletes the DJ channels to which the End Users of the Moodby DJ app have subscriptions, that violate the rights of the Service Administrator, the Rightholder, other DJs of third parties to the objects of intellectual property protected by the applicable law of the Republic of Cyprus and international law, the DJ is credited the revenue for the subscriptions made by the End Users of the Moodby DJ app in accordance with the conditions specified in paragraph 2 clauses 6.5. of the User Agreement, and the DJ agrees to fully compensate the expenses, losses and damage incurred by the Service Administrator.

12.11. If the Rightholder, other DJs, End Users of the Moodby DJ app or third parties make claims to the Service Administrator caused by unlawful and (or) illegal actions of the DJ when using the Moodby DJ app, the DJ is solely responsible to the Rightholder, other DJs, End Users of the Moodby DJ app and third parties and agrees to resolve disputes arising with them.

12.12. In case the Service Administrator is brought to justice and (or) sanctioned because of unlawful and (or) illegal actions that violate the rights and (or) legitimate interests of the Rightholder, other DJs, End Users of the Moodby DJ app or third parties allowed by the DJ when using the Moodby DJ app, the DJ is obliged to fully compensate expenses, losses and damage incurred by the Service Administrator.

12.13. By posting DJ content in the Moodby DJ app, the DJ guarantees the compliance with clause 10.3. of the User Agreement. If the Service Administrator is brought to justice for violation of the current law of the Republic of Cyprus and international law in connection with posting of DJ content by the DJ, the DJ shall fully compensate the Service Administrator the losses incurred by the Service Administrator within 15 (fifteen) calendar days from the date of the relevant request of the Service Administrator to the DJ. This notification shall be sent by the Service Administrator to the email address specified by the DJ during registration (identification).

12.14. The Service Administrator and the DJ agree that the liability of the Service Administrator to the DJ for any damage is limited to an amount of 50 (fifty) euros.

13. Applicable law and dispute settlement procedure.

13.1. The current law of the Republic of Cyprus applies to the User Agreement, as well as to any relations arising from the User Agreement and to issues not regulated by the User Agreement.

13.2. All disputes arising out of the User Agreement or because of the User Agreement, including on any issue regarding its existence, validity or termination (hereinafter referred to as the Dispute), shall be settled in accordance with the procedure specified below and this procedure is the only and exclusive way to settle any Dispute.

13.2.1. The Service Administrator and the DJ undertake to make efforts to settle any Dispute peacefully through negotiations. In this case, the Service Administrator sends the DJ or the DJ sends the Service Administrator a written notification about the negotiations with a description of the claims and (or) disagreements, the date and method of negotiations. The Service Administrator and the DJ allow negotiations using electronic means of communication (email, video conferencing, etc.). A written notice of negotiations shall be sent to the email address:

13.2.1.1. To the Service Administrator - support@moodby.com, indicating in the subject line of the email: Dispute settlement;

13.2.1.2. To the DJ - to the email address indicated by the DJ during registration (identification).

13.2.2. Any Dispute not settled through negotiations in accordance with clause 13.2.1. of the User Agreement, within 45 (forty five) calendar days from the moment the Service Administrator sent the DJ or the DJ sent the Service Administrator a written notice of the negotiations, in accordance with clause 13.2.1. of the User Agreement is subject to final resolution by the court at the place of registration of the Service Administrator in accordance with the procedural and substantive law of the state of registration of the Service Administrator, except for conflict of laws rules. Prior to applying to the court the Service Administrator and the DJ undertake to observe the pre-trial dispute settlement procedure. The Service Administrator and the DJ allow claims to be made using electronic means of communication (email, video conferencing, etc.) In this case, the Service Administrator or the DJ who has received the claim is obliged to consider it and send a response to the claim within 15 (fifteen) business days from receipt of the claim. Pre-trial dispute settlement procedure is observed if the Service Administrator or the DJ who submitted the claim does not

receive a response to it or receives a full or partial refusal to satisfy the claim.

14. Duration of the User Agreement, amendment and termination of the User Agreement.

14.1. The User Agreement shall come into force from the moment the DJ makes the Acceptance and is valid until the date of cancellation (deletion) of the DJ Profile.

14.2. The current version of the User Agreement is posted on the Website. The User Agreement, amendments and (or) supplements made by the Service Administrator to the User Agreement come into force from the moment of publication on the Website.

14.3. The Service Administrator reserves the right to unilaterally amend and (or) supplement the User Agreement at any time and at his own discretion without prior and subsequent notification of the DJ.

14.4. The DJ has the right to unilaterally terminate the User Agreement at any time and refuse to use the Moodby DJ app by canceling (deleting) his DJ Profile. When the DJ decides to stop using the Moodby DJ app, the revenue held on the DJ balance in the DJ Profile shall be transferred to the DJ within 90 (ninety) calendar days from the date of cancellation (deletion) of the DJ Profile.

14.5. In case of refusal of the DJ to use the Moodby DJ app on monetary , the DJ has the right to terminate the User Agreement unilaterally and refuse to use the Moodby DJ app within 10 (ten) calendar days by canceling (deleting) his DJ Profile. When the DJ decides to stop using the Moodby DJ app, the revenue held on the DJ balance in the DJ Profile shall be transferred to the DJ within 90 (ninety) calendar days from the date of cancellation (deletion) of the DJ Profile.

14.6. In case of disagreement of the DJ with the terms of the User Agreement (in whole and (or) in part) with amendments and (or) supplements made by the Service Administrator to the User Agreement (in whole and (or) in part), the DJ has the right to unilaterally terminate the User Agreement and refuse to use the Moodby DJ app within 10 (ten) calendar days by canceling (deleting) his DJ Profile. When the DJ decides to stop using the Moodby DJ app, the revenue held on the DJ balance in the DJ Profile shall be transferred to the DJ within 90 (ninety) calendar days from the date of cancellation (deletion) of the DJ Profile.

14.7. After termination of the User Agreement, the DJ's access to the Moodby DJ app is terminated from the moment the DJ Profile is canceled (deleted). Further use of the Moodby DJ app for the DJ is possible only after the DJ makes the Acceptance and passes re-registration (identification), of the payment services - after the DJ's verification.

14.8. The User Agreement may be terminated unilaterally by the Service Administrator if the Service Administrator decides to terminate the contractual relationship with the Rightholder. If the Service Administrator decides to terminate the contractual relationship between the Rightholder, the Service Administrator is obliged to notify the DJ about the decision 35 (thirty five) calendar days before the date of termination of the contractual relationship with the Rightholder. This notification shall be sent by the Service Administrator to the email address provided by the DJ during registration (identification). When the Service Administrator decides to terminate the contractual relationship with the Rightholder and unilaterally terminate the User Agreement, the revenue on the DJ balance in the DJ Profile shall be transferred to the DJ within 90 (ninety) calendar days from the date of cancellation (deletion) of the DJ Profile.

14.9. The User Agreement may be terminated unilaterally by the Service Administrator if the Rightholder decides to terminate the contractual relationship with the Service Administrator and (or) to close the Moodby DJ app. If the Rightholder decides to terminate contractual relationship with the Service Administrator and (or) to close the Moodby DJ app, the Service Administrator is obliged to notify the DJ about the decisions made by the Rightholder 35 (thirty five) calendar days before the date of termination of the contractual relationship between the Service Administrator and (or) before the closing date of the Moodby DJ app. This notification shall be sent by the Service Administrator to the email address provided by the DJ during registration (identification). When the Rightholder decides to terminate the contractual relationship with the Service Administrator and (or) to close the Moodby DJ app and when the Service Administrator unilaterally terminates the User Agreement, the revenue on the DJ balance in the DJ Profile shall be transferred to the DJ within 90 (ninety) calendar days from the date of cancellation (deletion) of the DJ Profile.

14.10. The User Agreement may be terminated unilaterally by the Service Administrator in the event of any violation of the terms of the User Agreement by the DJ, including single violation, and if the Service Administrator decides to cancel (delete) of the DJ Profile. In this case, the revenue on the DJ balance in the DJ Profile shall be transferred to the DJ within 90 (ninety) calendar days from the date of cancellation (deletion) of the DJ Profile, taking into account the deduction from the revenue of losses incurred by the Service Administrator if the DJ violates the terms of the User Agreement.

15. Notifications and correspondence between the Service Administrator and the DJ.

15.1. Correspondence between the Service Administrator and the DJ is carried out via email:

15.1.1. The Service Administrator - support@moodby.com,

15.1.2. The DJ - at the email address provided by the DJ during registration (identification).

15.2. The email is considered to be received by the Service Administrator or the DJ on the next business day if the Service Administrator or the DJ - the sender of the email - did not receive a notification letter that the sent email has not been delivered.

15.3. The letter sent by the DJ to the email address of the Service Administrator shall be of an administrative nature, for example, a request for password recovery, a letter related to the content and operation of the Moodby DJ app, notification of force majeure events, a message about unauthorized access to the DJ Profile, a report on violation by other DJs of the provisions of the User Agreement, the current law of the Republic of Cyprus, a proposal for cooperation, feedback, comments about the Service Administrator and (or) about the operation of the Moodby DJ app, etc.

15.4. When writing a letter to the email of the Service Administrator, the DJ shall comply with the rules specified in clause 7.3.7. of the User Agreement.

15.5. It is forbidden to send spam, advertising or other information not related to the Moodby DJ app, invitations to join a community (group), links to sites, videos, photos, articles, etc., letters containing malicious software, viruses, password interceptors, etc. to the Service Administrator's email.

15.6. The agreements reached between the Service Administrator and the DJ by exchanging letters via email have legal force and are recognized as agreements concluded in writing between the Service Administrator and the DJ.

16. Concluding provisions.

16.1. The User Agreement, amendments and (or) supplements made by the Service Administrator to the User Agreement are binding for the DJs, both registered (using the Moodby DJ app) and passing the registration (identification) in the Moodby DJ app.

16.2. If, as a result of amendments and (or) supplements to the current law of the Republic of Cyprus and international law, certain clauses of the User Agreement contradict such amendments and (or) supplements, then these clauses cease to be valid and until amendments and (or) supplements are made to the relevant part of the Agreement, one shall be guided by the adopted amendments and (or) supplements to the current law of the Republic of Cyprus and the norms of international law.

16.3. Invalidation of certain provisions of the User Agreement does not entail the invalidity of the User Agreement as a whole and the remaining provisions of the User Agreement.

16.4. This User Agreement is made in Russian and may be provided in another language for familiarization to the User. In the event of a discrepancy between the Russian version of the User Agreement and the version of the User Agreement in another language, the version of the User Agreement in Russian shall prevail.

16.5. An integral part of the User Agreement is the Privacy Policy posted on the Website.

17. Details of the Service Administrator.

Viplay Limited

legal address: Chrysanthou Mylona 1, Panayides Building, 1st floor, office 1, 3030, Limassol, the Republic of Cyprus
registration number: HE 398405,

VAT 10398405T

current (settlement) bank account: CY94002001950000357032220679, BCYPCY2N in Bank of Cyprus Public Company

Ltd,

email: support@moodby.com