

User Agreement on the use of the Moodby app

Republic of Cyprus, Limassol

July 23, 2020

Last Amendment Date: July 23, 2020

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

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

The User who has not reached the age of eighteen years (or other equivalent legal age, according to the current law of the location of the User) 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 User and his legal representatives (parents, adoptive parents, trustees).

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

1.5. In case the User disagrees with the terms of the User Agreement (in whole and (or) in part), further use of the Moodby app by the User 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 User.

1.7. The User is obliged to independently monitor the amendments and (or) supplements to the User Agreement made by the Service Administrator. The User who continues to use the Moodby 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 User 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 app by the User is not allowed and the User shall stop using the Moodby app by canceling (deleting) his User 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 User decides to stop using the Moodby app, funds previously transferred by the User to the Wallet are not subject to return or transfer from the current (settlement) bank account of the Service Administrator to the payment means of the User from which they were transferred to the Wallet. Also the Service Administrator does not make any other compensations to the User, including for any loss.

If the User continues to use the Moodby 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 User.

1.9. The User 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 app.

2. Terms and definitions.

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

2.1. Service Administrator is the administrator of the Moodby 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 app.

2.2. Acceptance is the acceptance of the terms of the Agreement by the User in case the User 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 User, including a unique login (email address), on the Moodby app, or entering the same data by importing it from User 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 app.

2.3. Paid services are the services for ordering and playing phonorecords upon request of the User in a public place using the functionality of the Moodby app.

2.4. Comment is a replica, opinion, explanation, reasoning, remark left by the User in the Moodby app, which will be available for viewing by other Users and third parties.

2.5. Wallet is a section of the Moodby app located in the User Profile, which shows the User's amount of funds the User has transferred from his payment means.

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

2.7. 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.

2.8. Payment means is a bank card indicated (added) by the User in the User Profile, or other tool for Wallet replenishment by the User allowed by the Service Administrator.

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

2.10. User is a legally capable individual who has joined the User Agreement, has gained access to the Moodby app and has passed the registration (identification) procedure in the Moodby app. If the User 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 User), and (or) is fully or partially incapable according to the current law of the location of the User, the User 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 app in the form established by current law of the location of the User.

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

2.11. User content is the knowledge, materials, information, data posted or sent by the User in the Moodby app via the Internet, including User actions performed by using the functionality of the Moodby app, including the selection of phonorecords in the Moodby app.

2.12. Rightholder of the Moodby 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 app.

2.13. Moodby app is an application for iOS, Android that allows the User to select and order phonorecords for playback in a public place where the User is located and (or) is not located for a set fee. The User's choice of a phonograms may be limited by the list of available phonorecords created by the Owner of a public place. The phonorecord chosen by the User is not played immediately, but placed in the queue. Ordering and playing of the phonorecords is a paid service.

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

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

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

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

3. Subject matter of the User Agreement.

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

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

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

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

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

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

The restrictions of the User's rights to use the Moodby app are provided for in clause 5.2.4., 5.2.7. - 5.2.9., 5.2.11. - 5.2.13., 5.2.23., 5.3., 7.5. of the User Agreement.

3.5. The right to use the Moodby app is considered granted, and the duty of the Service Administrator specified in clause 6.2.1. of the User Agreement is considered to be performed from the moment the User completes registration (identification) in the Moodby app and gains access to the User Profile.

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

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

3.8. As part of the provision of the Moodby app, the Service Administrator provides the User with the paid services, the payment method of which is determined in the User Agreement. The cost of the paid services is determined by the Service Administrator and is indicated in the corresponding section of the Moodby app.

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

4. Registration (identification) procedure in the Moodby app. User Profile.

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

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

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

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

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

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

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

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

4.10. By registering in the Moodby app, the User agrees to receive information, data from the Service Administrator about the activities of the Moodby app and the Service Administrator, about amendments and (or) supplements to the Moodby app, about the development of the Moodby 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, goods of third parties.

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

5. Rights and duties of the User.

5.1. The User has the right to:

5.1.1. use the Moodby app within and in accordance with the terms of the User Agreement, post or indicate the User content in the Moodby app through the available functionality of the Moodby app. The posted User content shall not contain knowledge, materials, information, data specified in clause 5.3.7. of the User Agreement;

5.1.2. comment on the User content posted by other Users, in accordance with the clause 5.3.7. of the User Agreement;

5.1.3. use the paid services in the Moodby app;

5.1.4. 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 User Profile;

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

5.1.6. 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;

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

5.2. **The User agrees:**

- 5.2.1. 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 User;
- 5.2.2. to provide during registration (identification) accurate, reliable and complete personal data, monitor its updating;
- 5.2.3. to inform the Service Administrator about unauthorized access to the User Profile and (or) about the use of the Username and password of the User by third parties;
- 5.2.4. not to undermine the functioning of the Moodby app, and also not to use software and hardware methods and means of influencing the Moodby app in order to destabilize its operation;
- 5.2.5. to timely install all necessary updates for the correct operation of the Moodby app;
- 5.2.6. to stop using the Moodby app and cancel (delete) the User 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 app in case of refusal to use the Moodby app on monetary base;
- 5.2.7. not to take actions in order to gain access to parts of the Moodby app not intended for Users to access;
- 5.2.8. not to carry out the actions in order to obtain the personal data of other Users or to gain the access to the User Profile of other Users for the purpose of its subsequent processing, including its collection, systematization, accumulation, distribution, etc.;
- 5.2.9. 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 app;
- 5.2.10. to independently take measures to ensure the security of the User Profile, prevent unauthorized use of the User Profile by other Users, third parties, namely not to provide access to the User Profile to other Users, third parties, if this may lead to violation of the User Agreement and the current law of the Republic of Cyprus;
- 5.2.11. not to use the Moodby app for multiple messaging of advertising and (or) messaging of other nature (spam);
- 5.2.12. not to place commercial advertisements, commercial offers in the Moodby app unless the Service Administrator has given written consent to place such advertisement (offers);
- 5.2.13. not to use the Moodby app if the law of the location of the User prohibits the use of the Moodby app or establishes other restrictions on the use of the Moodby app, including age restrictions;
- 5.2.14. to add the payment means in the User Profile in order to replenish the Wallet and receive paid services in the Moodby app;
- 5.2.15. to inform the Service Administrator about a technical error while Wallet replenishment by the User and about transferring funds to the Wallet in an amount that does not correspond to the money paid within 24 (twenty four) hours;
- 5.2.16. to inform the Service Administrator about the non-return of the written-off funds from the Wallet for the canceled and (or) not played order of a phonorecord of the User in a public place within 24 (twenty-four) hours;
- 5.2.17. 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 app, received by the User on email, and follow the instructions of the Service Administrator on eliminating violations of the User Agreement when using the Moodby app;
- 5.2.18. to make amendments and (or) supplements to the User 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 User in the User Profile when using the Moodby app;
- 5.2.19. to study the Privacy Policy before using the Moodby app;
- 5.2.20. to study the User Agreement before the Acceptance and the use of the Moodby app, in the manner provided for in paragraph 2 clause 1.4. of the User Agreement. This clause is applicable only to the User who has not reached the age of eighteen years (or other equivalent legal age, according to the current law of the location of the User) and (or) who is fully or partially incapable;
- 5.2.21. 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;
- 5.2.22. to provide the Service Administrator with documents confirming force majeure events after receiving a request from the Service Administrator to provide such documents;
- 5.2.23. 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) based on the Moodby app or to use in any other way in general and (or) in part the content posted in the Moodby app and the Moodby app itself for commercial or other purposes, either in his interest or in the interest of other Users, third parties.
- 5.2.24. The User who has not reached the age of eighteen years (or other equivalent legal age according to the current law of the location of the User) and (or) who is fully or partially incapable, in order to use the paid services in the Moodby app shall obtain the consent of his legal representatives – parents, adoptive parents, trustees to use the paid services in the Moodby app in a manner established by the law of the location of the User.

5.3. When using the Moodby app, the User is prohibited:

- 5.3.1. to copy and (or) use in any other way the software part of the Moodby app, as well as its design, graphic design, source code, etc.;
- 5.3.2. to post in the Moodby app any personal data of other Users, third parties without their consent, including the address of the residence, contact numbers, passport details, email address, etc.;
- 5.3.3. to change the Moodby app in any way, to take actions aimed at changing the functioning and operability of the Moodby

app;

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

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

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

5.3.7. to post, distribute, transmit using the Moodby 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:

5.3.7.1. 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;

5.3.7.2. 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;

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

5.3.7.4. 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;

5.3.7.5. 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;

5.3.7.6. 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;

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

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

5.3.7.9. insulting or violating the rights and (or) freedoms of the Service Administrator, the Rightholder, other Users 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 the comments in the Moodby app by the User, and when registering of the User in the Moodby app, by indicating these words and (or) phrases in the «User Name» column;

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

5.3.8. use the possibility of correspondence with the Service Administrator for purposes not provided for in clauses 5.2.3., 5.2.15., 5.2.16., 9., 11., 13.3. of the User Agreement;

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

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

6. Rights and duties of the Service Administrator.

6.1. The Service Administrator has the right:

6.1.1. to edit, modify and (or) delete at his own discretion from the Moodby app any knowledge, materials, information, data, User content posted by the User, 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 Users, third parties, without prior and subsequent notification of the User;

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

6.1.3. to hand over the personal data of the User and any other knowledge, materials, information, data specified by the User during registration (identification), using the Moodby app, in the manner and cases provided for by current law of the Republic of Cyprus;

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

6.1.5. to request identity documents from the User, and consent of legal representatives (parents, adoptive parents or guardians) to use the Moodby app and documents confirming kinship or guardianship (birth certificate or other document for a minor, fully or partially incapable User) from a minor, fully or partially incapable User;

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

6.1.7. to terminate the User's access to the Moodby app and cancel (delete) the User 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 app if the User refuses to use the Moodby app on monetary base;

6.1.8. to reproduce, collect, store and use in any other way User content provided by the User when using the Moodby app;

6.1.9. 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 User;

6.1.10. to set age limits for phonorecords posted in the Moodby app;

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

6.1.12. not to provide the paid services to the User until the receipt of payment for these services in full;

6.1.13. to unilaterally determine and change the amount of payment for the provision of the paid services in the Moodby app without prior and subsequent notification of the User;

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

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

6.1.16. to request the documents confirming force majeure events from the User, if he fails to fulfill his duties under the User Agreement due to the occurrence of force majeure events;

6.1.17. to unilaterally suspend or completely terminate the provision of the paid services to the User, if there is a reason to suspect the User of unlawful actions related to the Wallet replenishment and (or) to the use of the paid services in the Moodby app;

6.1.18. to hand over information about the User to law enforcement authorities for verification, if there is a reason to assume that the User is committing unlawful actions related to the Wallet replenishment and (or) to the use of the paid services in the Moodby app;

6.1.19. at any time to make a decision to terminate the contractual relationship with the Rightholder;

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

6.2. The Service Administrator agrees:

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

6.2.2. to ensure confidentiality of the User's personal data, knowledge, materials, information specified by the User when registering in the Moodby app, except for the clause 6.1.3. of the User Agreement;

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

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

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

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

6.2.7. in the event of making decision on the cancellation (deletion) of the User Profile in case of any violation of the terms of the User Agreement by the User, including single violation, to notify the User about the decision 15 (fifteen) calendar days before the date of cancellation (deletion) of the User Profile. Such notification shall be sent by the Service Administrator to the email address provided by the User during registration (identification);

6.2.8. in the event of making a decision to terminate the contractual relationship with the Rightholder, to notify the User about the decision 15 (fifteen) calendar days before the date of termination of the contractual relationship with the Rightholder. Such notification shall be sent by the Service Administrator to the email address provided by the User during registration (identification);

6.2.9. in the event of the Rightholder making a decisions to terminate the contractual relationship with the Service Administrator and (or) to close the Moodby app, to notify the User about the decisions made by the Rightholder 15 (fifteen) calendar days before the date of termination of the contractual relationship and (or) before the closing date of the Moodby app. Such notification shall be sent by the Service Administrator to the email address provided by the User during registration (identification).

7. Content posted in the Moodby app. Intellectual property.

7.1. The User acknowledges and agrees that all content posted on the Moodby app and the Moodby 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.

7.2. The Service Administrator reserves the right to delete objects of intellectual activity from the Moodby app at any time, without prior and subsequent notification of the User.

7.3. Through the use of the Moodby app, the User does not have any transferred rights to any content posted in the Moodby app and to the Moodby app itself.

7.4. None of the provisions of the User Agreement grants the User 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 User obtains written permission from the Service Administrator.

7.5. The User 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) based on the Moodby app or use in any other way in general and (or) in part the content posted in the Moodby app and the Moodby app itself without prior written permission of the Service Administrator.

7.6. The use (copying, reproducing) of the content posted in the Moodby app, if the functionality of the Moodby app so allows, and the Moodby app itself by the User, access to which is obtained exclusively for personal non-commercial use, is allowed provided that all copyright signs (copyrights) or other notices of authorship are preserved.

7.7. Any use of the content posted in the Moodby app and the Moodby app itself without the written permission of the Service Administrator, except for the cases specified in clause 7.6. of the User Agreement, including copying, reproducing, processing, distribution, broadcasting, communication through cable for general information, bringing it to the public on the Internet, other use of the content posted in the Moodby app and the Moodby app itself is illegal and may serve as a reason for lawsuit and bringing to justice in accordance with current law of the Republic of Cyprus, as well as of international law.

7.8. When posting a comment in the Moodby app, User Content, the User in all countries of the world freely grants the Service Administrator the right to use the comment, User Content, 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 User having the right to issue licenses to third parties, under terms of an exclusive license.

8. Cost and payment procedure of the paid services in the Moodby app. Wallet replenishment.

8.1. The Service Administrator provides the paid services to the User within the framework of using the Moodby app.

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

8.3. The cost for the User to order a paid phonorecord for playback in a public place is set and changed by the Service Administrator unilaterally and is indicated in the corresponding section of the Moodby app without prior and subsequent notification of the User.

8.4. The cost of paid services is set and indicated for the User in the currency used in the territory of the location of the User.

8.5. In order to pay for the paid services in the Moodby app, the User shall replenish the Wallet in the User Profile.

8.6. In order to ensure the possibility of Wallet replenishment in the User Profile, the User needs to add his payment means by entering the details of the payment means in a special section of the User Profile. Payment means details entered by the User in a special section of the User Profile are automatically handed over to the payment system used by the Service Administrator. Such payment means as bank card shall support 3-D Secure technology.

8.7. Wallet replenishment is carried out by cashless transfer of money from the payment means to the current (settlement) bank account of the Service Administrator.

8.8. Wallet replenishment is carried out within 1 (one) business day after writing-off the money from the payment means of the User.

8.9. Wallet replenishment is carried out through payment methods supported by the Service Administrator. The list of available payment methods is determined and changed unilaterally by the Service Administrator and is indicated on the Website.

8.10. The funds in the Wallet are used exclusively when the User uses paid services in the Moodby app and are not subject to return or transfer from the current (settlement) bank account of the Service Administrator to the payment means of the User from which they were transferred to the Wallet under no circumstances. The Wallet is neither a bank account nor any other payment tool. Funds in the Wallet are intended only for payment for paid services in the Moodby app and they also have no value outside the Moodby app. Funds in the Wallet cannot be exchanged for cash. Unclaimed funds in the Wallet can be transferred to the relevant state authorities. The User can replenish the Wallet up to the maximum amount determined by the Service Administrator. Within 24 (twenty four) hours, the total amount of funds in the Wallet plus the total amount of funds spent from the Wallet shall not exceed 1 000 (one thousand) euros or the equivalent amount in the currency used in the location of the User.

8.11. The User agrees to provide reliable data when replenishing the Wallet.

8.12. The payment method operator may charge a commission when replenishing the Wallet. The User understands and agrees that when replenishing the Wallet using some payment methods, the total transaction amount may differ from the amount of Wallet replenishment.

8.13. When replenishing the Wallet, the User agrees to follow the instructions of the corresponding payment methods. The possibility of Wallet replenishment in the Moodby app is provided to the User only subject to the correct fulfillment of payment instructions and compliance with payment rules. The Service Administrator is not responsible for the rejection of the User's payment by decision of the payment method operator or as a result of an operator's error.

8.14. If due to a technical error after making a payment the User is credited funds to the Wallet in an amount that does not correspond to the money written-off from the payment means, the User is obliged to inform the Service Administrator about this within

24 (twenty four) hours. In this case, the Service Administrator makes all necessary efforts to credit funds to the Wallet in the amount paid by the User.

8.15. When making a payment, the User guarantees the Service Administrator that:

8.15.1. payment means and money on it belong to the User and are not burdened with rights of other Users, third parties;

8.15.2. money that the User transfers to the current (settlement) bank account of the Service Administrator is received from legal sources.

8.16. The final cost of paid services includes all taxes. Tax rates included in the total cost of paid services vary depending on the territory of the location of the User and are based on rates applicable at the time the paid services are provided. Tax rates may change over time in accordance with the tax law of the territory of the location of the User. Tax rates included in the total cost of paid services are determined on the basis of the data entered by the User in the User Profile, namely the data in the «Country» field. By indicating the data in the «Country» field, the User agrees and confirms that the data entered by him in the «Country» field is his permanent location.

8.17. Payment for paid services in the Moodby app is carried out by writing-off the amount of funds set for the paid service in the Moodby app from the Wallet.

8.18. The cost of the paid services is set on the basis of the cost of a phonorecord that the User wants to play. The cost of a phonorecord is indicated in the corresponding section of the Moodby app.

8.19. The provision of paid services to the User by the Service Administrator is carried out only if the User makes the corresponding payment in full. The Service Administrator has the right not to provide paid services to the User until the confirmation of payment in full is received.

8.20. If the User deletes payment means from the User Profile, the possibility of Wallet replenishment in the Moodby app is suspended until new payment means is added in the User Profile.

8.21. When canceling and (or) not playing the User's order of the paid phonorecord in a public place, the funds written off from the Wallet for the canceled and (or) not played order of a phonorecord in a public place shall be returned to the Wallet within 24 (twenty four) hours after the cancellation of the User's order of a paid phonorecord.

8.22. The User has the right to change his location 1 (one) time a month by changing the data indicated by him earlier in the «Country» field. When the User changes the data in the «Country» field, the funds in the Wallet are automatically converted into the currency used in the new territory of the location of the User.

8.23. If the User purchases paid services outside the territory of the location of the User without changing his location in the «Country» field, the total cost of paid services is indicated for the User taking into account the cost of paid services in the location of a public place and the ratio of the User's currency to the currency of the location of a public place. If the value of the currency of the location of the User is higher than the currency of the location of a public place, a smaller amount of funds may be written-off from the Wallet to pay for paid services and vice versa. The total cost of paid services is indicated in the currency of the location of the User and includes all taxes in accordance with the tax rates applicable in the territory of the location of the User.

8.24. After each Wallet replenishment and (or) payment for paid services by the User, the Service Administrator sends payment documents to the email address specified by the User during registration (identification).

9. Force majeure events.

9.1. The Service Administrator and the User 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 User, 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 app or at disabling the Moodby app software package, etc.

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

9.3. At the request of the Service Administrator or the User, a certifying document shall be presented to the Service Administrator or the User 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.

10. Responsibility. Limitation of liability.

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

10.2. The Service Administrator is not responsible for:

10.2.1. unlawful, illegal and other actions of the User, other Users, third parties that impede the use of the Moodby app;

10.2.2. comments, User content, User Profile posted by the User, other Users, third parties in the Moodby app;

10.2.3. The User's loss of access to the Moodby app and to the User Profile due to the loss of login, password or other information necessary to access the Moodby app;

10.2.4. inaccurate, unreliable, and incomplete indication of personal data by the User in the User Profile;

10.2.5. User's lack of access to the Internet and the quality of the services of Internet providers;

10.2.6. knowledge, materials, information, data posted in the Moodby app by the User, other Users, third parties or on third party websites, accessible via links posted by the User, other Users, third parties in the Moodby app;

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

10.2.8. any losses resulting from the use of the Moodby app by the User;
10.2.9. any (directly or indirectly) lost profit;
10.2.10. any loss of business reputation;
10.2.11. visiting and using by the User other sites, WEB-pages, links to which may be in the comments of the User, other Users, third parties posted in the Moodby app;
10.2.12. any damage to the User's devices caused or connected with the use of the Moodby app;
10.2.13. the commission charged by the payment method operator when replenishing the Wallet;
10.2.14. decisions made by the Rightholder to terminate the contractual relationship with the Service Administrator and (or) to close the Moodby app.

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

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

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

10.6. The User understands and agrees that he is solely responsible for any knowledge, materials, information, data that he posts in the Moodby app, in comments, in User Profile, in User content or informs other Users, third parties or brings it to the public in any other way.

10.7. The User solely bears all risks of negative consequences connected with the indication of incorrect data when replenishing the Wallet.

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

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

10.10. 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 Users or third parties allowed by the User when using the Moodby app, the User is obliged to fully reimburse expenses, losses and damage incurred by the Service Administrator.

10.11. The Service Administrator and the User agree that the liability of the Service Administrator to the User for any damage is limited to an amount of 50 (fifty) Euro.

11. Applicable law and dispute settlement procedure.

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

11.2. 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 exceptional way to settle any Dispute.

11.2.1. The Service Administrator and the User undertake to make efforts to settle any Dispute peacefully through negotiations. In this case the Service Administrator sends the User or the User 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 User allow negotiations using electronic means of communication (email, video conferencing, etc.). A written notice of negotiations shall be sent to the email address:

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

11.2.1.2. To the User - to the email address indicated by the User during registration (identification).

11.2.2. Any Dispute not settled through negotiations in accordance with clause 11.2.1. of the User Agreement, within 45 (forty five) calendar days from the moment the Service Administrator sent the User or the User sent the Service Administrator a written notice of the negotiations, in accordance with clause 11.2.1. 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 User undertake to observe the pre-trial dispute settlement procedure. The Service Administrator and the User allow claims to be made using electronic means of communication (email, video conferencing, etc.) In this case, the Service Administrator or the User 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 User who submitted the claim does not receive a response to it or receives a full or partial refusal to satisfy the claim.

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

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

12.2. 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.

12.3. 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 User.

12.4. The User has the right to unilaterally terminate the User Agreement at any time and refuse to use the Moodby app by canceling (deleting) his User Profile. When the User decides to stop using the Moodby app, funds previously transferred by the User to the Wallet are not subject to return or transfer from the current (settlement) bank account of the Service Administrator to the payment means of the User from which they were transferred to the Wallet. Also the Service Administrator does not make any other compensations to the User, including for any loss.

12.5. In case of refusal of the User to use the Moodby app on monetary base, the User has the right to terminate the User Agreement unilaterally and refuse to use the Moodby app within 10 (ten) calendar days by canceling (deleting) his User Profile. When the User decides to stop using the Moodby app, funds previously transferred by the User to the Wallet are not subject to return or transfer from the current (settlement) bank account of the Service Administrator to the payment means of the User from which they were transferred to the Wallet. Also the Service Administrator does not make any other compensations to the User, including for any loss.

12.6. In case of disagreement of the User 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 User has the right to unilaterally terminate the User Agreement and refuse to use the Moodby app within 10 (ten) calendar days by canceling (deleting) his User Profile. When the User decides to stop using the Moodby app, funds previously transferred by the User to the Wallet are not subject to return or transfer from the current (settlement) bank account of the Service Administrator to the payment means of the User from which they were transferred to the Wallet. Also the Service Administrator does not make any other compensations to the User, including for any loss.

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

12.8. The User Agreement may be terminated unilaterally by the Service Administrator if the Service Administrator decides to terminate contractual relationship with the Rightholder. If the Service Administrator decides to terminate contractual relationship with the Rightholder, the Service Administrator is obliged to notify the User about such decision 15 (fifteen) 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 User during registration (identification). In this case, funds previously transferred by the User to the Wallet are not subject to return or transfer from the current (settlement) bank account of the Service Administrator to the payment means of the User from which they were transferred to the Wallet. Also the Service Administrator does not make any other compensations to the User, including for any loss.

12.9. The User Agreement may be terminated unilaterally by the Service Administrator if the Rightholder decides to terminate contractual relationship with the Service Administrator and (or) to close the Moodby app. If the Rightholder decides to terminate contractual relationship with the Service Administrator and (or) to close the Moodby app, the Service Administrator is obliged to notify the User about such decisions made by the Rightholder 15 (fifteen) calendar days before the date of termination of contractual relationship with the Service Administrator and (or) 15 (fifteen) calendar days before the closing date of the Moodby app. This notification shall be sent by the Service Administrator to the email address provided by the User during registration (identification). In this case, funds previously transferred by the User to the Wallet are not subject to return or transfer from the current (settlement) bank account of the Service Administrator to the payment means of the User from which they were transferred to the Wallet. Also the Service Administrator does not make any other compensations to the User, including for any loss.

12.10. 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 User, including single violation. In this case, funds previously transferred by the User to the Wallet are not subject to return or transfer from the current (settlement) bank account of the Service Administrator to the payment means of the User from which they were transferred to the Wallet. Also the Service Administrator does not make any other compensations to the User, including for any loss.

13. Notifications and correspondence between the Service Administrator and the User.

13.1. Correspondence between the Service Administrator and the User is carried out via email:

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

13.1.2. The User - at the email address provided by the User during registration (identification).

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

13.3. The letter sent by the User 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 app, notification of force majeure events, a message about unauthorized access to the User's profile, a report on violation of the provisions of the User Agreement, the current law of the Republic of Cyprus by other Users, a proposal for cooperation, feedback, the comments about the Service Administrator and (or) about the operation of the Moodby app, etc.

13.4. When writing a letter to the email of the Service Administrator, the User shall comply with the rules specified in clause 5.3.7. of the User Agreement.

13.5. It is forbidden to send spam, advertising or other information not related to the Moodby app, invitations to community

(group), links to sites, videos, photos, articles, etc., letters containing malicious software, viruses, password crackers, etc. to the Service Administrator's email.

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

14. Concluding provision.

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

14.2. 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 rules of international law.

14.3. 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.

14.4. This User Agreement is made in Russian and may be provided for familiarization to the User in another language. 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.

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

15. 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.