

## User Agreement on the use of the Moodby Play app

Republic of Cyprus, Limassol

July 23, 2020

Last Amendment Date: July 23, 2020

This User Agreement on the use of the Moodby Play app (hereinafter referred to as the User Agreement) is an official offer from the Viplay Limited company, hereinafter referred to as the «Service Administrator», regarding the granting by the Service Administrator of the rights to use the Moodby Play 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 Play app, including the registration of the Owner for the purpose of using the functionality of the Moodby Play app, as well as the rights and obligations of the Service Administrator. The conclusion of the User Agreement between the Owner and the Service Administrator is carried out by accepting the conditions of the User Agreement by the Owner in accordance with the clause 2.2. of the User Agreement.

The User Agreement also covers and is binding on the Owner Staff, from the moment the Owner grants the right to the Owner Staff to manage the Public place Profile in the Moodby Play app and until the termination of this right.

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

By accepting the terms of the User Agreement, the Owner 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 Owner disagrees with the terms of the User Agreement (in whole and (or) in part), further use of the Moodby Play app by the Owner is not allowed.

1.6. 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 Owner.

1.7. The Owner is obliged to independently monitor the amendments and (or) supplements to the User Agreement made by the Service Administrator. The Owner who continues to use the Moodby Play 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 Owner 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 Play app by the Owner is not allowed and the Owner shall stop using the Moodby Play app and cancel (delete) the Owner 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 Owner decides to stop using the Moodby Play app, the revenue on the public place balance in the Public place Profile shall be transferred to the payment means specified by the Owner in the revenue transfer form within 90 (ninety) calendar days from the date of cancellation (deletion) of the Owner Profile.

If the Owner continues to use the Moodby Play 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 Owner.

1.9. The Owner 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 Play app.

### 2. Terms and Definitions.

The use of terms in the User Agreement in 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 Play 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 Play app.

2.2. Acceptance is the acceptance of the terms of the User Agreement by the Owner in case the Owner 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 Owner, including a unique login (email address), on the Moodby Play app, or entering the same data by importing it from Owner accounts from third parties with whom the Service Administrator have concluded contracts (agreements), and (or)

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

2.2.4. using of the Moodby Play app.

2.3. Cancellation (deletion) of the Owner Profile is the actual removal of the Owner Profile from the Moodby Play app, under the conditions specified in clauses 4.16. - 4.21. of the User Agreement.

When the term «Cancellation (deletion) of the Owner Profile» is used in the text of the User Agreement, this term includes cancellation (deletion) of Owner Profile, termination of the right of the Owner Staff to manage the Public place Profile, cancellation (deletion) of all Public place Profiles, unless otherwise specified in the text of the User Agreement.

2.4. Public place Balance is a section of the Moodby Play app located in the Public place Profile, which shows the revenue of the Owner Public Place.

2.5. Base subscription is a compulsory subscription in the Moodby Play app which is paid monthly by the Owner, providing Owner with free access to the Base 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. DJ is a user registered in the Moodby DJ app.

2.8. Owner:

2.8.1. is a capable individual who has reached the age of eighteen, has joined the User Agreement, has gained access to the Moodby Play app and has passed the registration (identification) procedure in the Moodby Play app;

2.8.2. is a legal entity, an individual (private) entrepreneur, who has passed state registration in accordance with the current law of the territory of the location of a legal entity, individual (private) entrepreneur and has joined the User Agreement, has gained access to the Moodby Play app and has passed the registration (identification) procedure in the Moodby Play app; which owns a public place on the right of ownership or other property right.

For the purposes of the User Agreement, the Owner also includes persons who are registering (identifying) in the Moodby Play app.

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

2.9. Paid services are the services for purchasing a Base subscription, subscription to a music channel (Personal music channel, Premium music channel) for the playback of phonorecords in a public place using the functionality of the Moodby app.

2.10. Owner Content is the knowledge, materials, information, data posted or sent by the Owner to the Moodby Play app via the Internet, including Owner or Owner Staff actions performed by using the functionality of the Moodby Play app, including Base subscription, subscription to music channel (Personal music channel, Premium music channel) and selecting phonorecord in the Moodby Play app.

2.11. Commission of the Service Administrator is a payment for the use of payment services in the Moodby Play app, set as a percentage (80% (eighty percent)).

2.12. Label is a brand created by a company engaged in the production, distribution and promotion of phonorecords, which ensures observance of the property rights of copyright and (or) related rights proprietors.

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

2.14. Location of the Owner public place is the country in which the Owner public place is registered and located. The location of the Owner public place is indicated by the Owner in the Public Place Profile in the «Country» field.

2.15. 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 Owner 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.

2.16. Public place is a particular area, buildings, constructions, route vehicles situated 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.

2.17. Collective management organization (hereinafter referred to as the CMO) is an organization managing property rights of copyright and (or) related rights proprietors on a collective basis in the territory of location of the Owner public place.

2.18. Reporting period is the number of days in a month in which the Owner purchased a Base Subscription or subscribed to a music channel (Personal music channel, Premium music channel). The reporting period starts from the moment the Owner purchases a Base Subscription or subscribes to the music channel (Personal music channel, Premium music channel). Money are written-off from the Owner automatically after the expiration of the reporting period.

When making an initial subscription to the music channel (Personal music channel, Premium music channel), the Owner is shown the cost of a subscription to a music channel (Personal music channel, Premium music channel) for the entire reporting period, but it is indicated that money are written-off from the Owner's payment means in proportion to the number of days until the end of the reporting period of the Base subscription.

When purchasing a Base Subscription for the first time or subscribing to the music channel (Personal music channel, Premium music channel) for the first time, the Owner is provided with a free trial period of 7 (seven) calendar days, which is included in the reporting period. For the purposes of this clause of the User Agreement, the re-purchase of the Base Subscription or subscribing to the music channel (Personal music channel, Premium music channel) after the Owner has unsubscribed from the Base Subscription, the music channel (Personal music channel, Premium music channel) shall not be considered initial.

2.19. Transfer is the transfer of the gained revenue from the Public place Balance to the payment means specified by the Owner in the revenue transfer form, carried out using the ecommpay payment system.

2.20. Owner Staff is the employees, staff and other individuals employed by the Owner, who are given rights to manage the Public place Profile in the Moodby Play app.

2.21. Personal music channel is a music channel created by the DJ upon request of the Owner, the payment for which is not covered by the Base subscription made by the Owner. The personal music channel is available only to the Owner upon request of whom it was created.

2.22. Payment means is a bank card specified by the Owner when transferring revenue from the public place balance or bank card specified in the Public place Profile.

2.23. Payment services is a collection of User's payments for paid ordering of phonorecords to be played in a public place, as well as the transfer of revenue by the Service Administrator from the Public place Balance to the payment means specified by the Owner in the revenue transfer form using ecommpay payment system.

2.24. Subscription is an action carried out by the Owner to make a Basic subscription and use (play, listen) music channels for a certain monthly amount of money.

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

2.26. User is the user registered in the Moodby app.

2.27. Rightholder of the Moodby Play 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 Play app.

2.28. 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 Owner.

2.29. Revenue is money credited by the Service Administrator to the public place balance for paid orders of phonorecords by Users in the Owner Public Place using the functionality of the Moodby app.

2.30. Moodby app is an application for iOS, Android that allows the User to choose and order phonorecords for playback in real time in a public place where the User is located.

2.31. Moodby Play app is an application for iOS, Android that allows the Owners to create a Public place Profile in order to play music channels in real time in the Owner Public Place, and also to give the right to manage the Public place Profile to Staff. The Moodby Play service also allows the Owner to gain revenue from orders of paid phonorecords by Users to be played in the Owner public place.

2.32. Owner profile is an Owner account, identified by login and password, assigned during registration (identification) of the Owner in the Moodby Play app and containing personal data of the Owner.

2.33. Public place Profile is a virtual account of the public place owned by the Owner created by the Owner for playback of music channels in the Owner Public Place and for gaining revenue from orders of paid phonorecords to be played in the Owner public place.

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

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

2.36. Owner devices is a is an electronic, mobile or other device with the iOS, Android operating system that allows the Owner and (or) Owner Staff to use the Moodby Play app.

2.37. Revenue transfer form is a form with fields for entering personal and payment data of the Owner and (or) Public place which is necessary for transferring the revenue from the public place balance to the payment means, specified by the Owner.

### **3. Subject matter of the User Agreement.**

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

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

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

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

3.4.1. install the Moodby Play app on an unlimited number of the Owner devices, with the possibility of simultaneous use of the Moodby Play app on 2 (two) or more Devices;

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

The restrictions of the rights of the Owner to use the Moodby Play app are specified in clauses 7.2.8., 7.2.11. - 7.2.13., 7.2.15. - 7.2.17., 7.2.29., 7.3., 10.5. of the User Agreement.

3.5. The right to use the Moodby Play 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 Owner completes registration (identification) in the Moodby Play app and gains access to the Owner Profile.

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

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

3.8. As part of granting the right to use the Moodby Play app, the Service Administrator provides the Owner with the ability to receive revenue from paid orders of phonorecords by the Users for playback in the Owner public place.

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

### **4. Registration (identification) in the Moodby Play app. Owner Profile, Public place Profile, granting rights to the Owner Staff to manage the Public place Profile. Cancellation (deletion) of the Owner Profile, Public place Profile.**

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

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

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

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

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

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

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

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

4.10. By registering in the Moodby Play app, the Owner agrees to receive from the Service Administrator information about the activities of the Moodby Play Service and Service Administrator, about amendments and (or) supplements to the Moodby Play app, about the development of the Moodby Play 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. The Owner has the right to create an unlimited number of Public place Profiles. When creating the Public place Profile, the Owner is to provide the following information about the public place:

- 4.11.1. name of the Owner public place;
- 4.11.2. the address of the location of the Owner public place;
- 4.11.3. work schedule of the Owner public place;
- 4.11.4. contact phone number of the public place.

When creating the Public place Profile, the Owner undertakes to indicate accurate, reliable and complete information about the Owner Public Place, as well as to monitor its updating.

4.12. The Owner has the right to grant rights to manage the Public place Profile to an unlimited number of the Owner Staff.

4.13. The Owner has the right to create the following roles for the Owner Staff to manage the Public place Profile:

4.13.1. Administrator who has a right to perform the following actions in the Public place Profile:

- 4.13.1.1. to edit Public place Profile;
- 4.13.1.2. to grant rights to the Owner Staff to manage the Public place Profile;
- 4.13.1.3. to purchase the Base subscription, subscribe to the music channel (Personal music channel, Premium music channel);

4.13.1.4. to choose the music channel for playback in the Owner Public Place from the music channels to which the Public place Profile is subscribed;

4.13.1.5. to skip the playback of phonorecords in the music channel when playing in the Owner public place;

4.13.1.6. to report on the presence of prohibited content in phonorecords by using the "Complain" button functionality;

4.13.1.7. to cancel orders of phonorecords of Users for playback in the Owner public place.

4.13.2. Media-Manager, who has a right to perform the following actions in the Public place Profile:

4.13.2.1. to choose the music channel for playback in the Owner public place from the music channels to which the Public place Profile is subscribed;

4.13.2.2. to skip the playback of phonorecords in the music channel when playing in the Owner public place;

4.13.2.3. to report on the presence of prohibited content in phonorecords by using the "Complain" button functionality;

4.13.2.4. to cancel orders of phonorecords of Users for playback in the Owner public place.

4.13.3. Player, which has a right to perform the following actions in the Public place Profile:

4.13.3.1. to choose the music channel for playback in the Owner public place from the music channels to which the Public place Profile is subscribed;

4.13.3.2. to skip the playback of phonorecords in the music channel when playing in the Owner public place;

4.13.3.3. to report on the presence of prohibited content in phonorecords by using the "Complain" button functionality.

4.13.4. Employee, who has a right to perform the following actions in the Public place Profile:

4.13.4.1. to skip the playback of phonorecords in the music channel when playing in the Owner public place;

4.13.4.2. to report on the presence of prohibited content in phonorecords by using the "Complain" button functionality.

4.14. The Owner assures and guarantees the Service Administrator that all information provided by the Owner during the creation of the Public place Profile is accurate, reliable, complete and relates to the Owner public place and the provision of such information does not violate the rights and (or) legal interests of the Service Administrator, the Rightholder, other Owners, third parties.

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

4.16. Cancellation (deletion) of the Owner Profile occurs within 1 (one) calendar day from the moment the Owner clicks the «Delete Owner Profile» button if there is no revenue on the Owner Public Place balance.

4.17. Cancellation (deletion) of the Public place Profile occurs within 1 (one) calendar day from the moment the Owner clicks the «Delete Public place Profile» button if there is no revenue on the Public place balance.

4.18. The right of the Owner Staff to manage the Public place Profile is terminated within 1 (one) calendar day after the Owner clicks the «Delete Staff» button. In this case, subscribe to the Base channel and subscriptions to the music channels made by the Owner Staff continue to be valid and can be played in the Owner public place.

4.19. If there is revenue on the Owner public place balance, cancellation (deletion) of the Owner profile, Public place Profile

is allowed after requesting and transferring of all revenue from Owner Public place balance to the payment means specified by the Owner in the revenue transfer form.

4.20. When the Service Administrator decides to cancel (delete) the Owner Profile in the event of any violation of the terms of the User Agreement by the Owner and (or) the Owner Staff, including a single violation, the Service Administrator cancels (deletes) the Owner Profile in compliance with the conditions specified in clauses 4.16. - 4.19. of the User Agreement.

4.21. Cancellation (deletion) of the Public place Profile by the Owner is not cancellation (deletion) of the Owner Profile and is not the stop of using the Moodby Play app, and is also not the unilateral termination of the User Agreement.

#### **5. Owner verification when using payment services in the Moodby Play app.**

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

5.2. The use of payment services in the Moodby Play app by the Owner and verification of the Owner is allowed only in the absence of prohibitions in the current law of the territory where the Owner is located.

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

5.4. Verification in the Moodby Play app for the Owner (individual) is carried out by indicating personal data of the Owner (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 Play app for the Owner (legal entity, individual (private) entrepreneur) is carried out by indicating personal data of the Owner (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 Owner is to indicate in the verification form accurate, valid and complete personal data necessary for using payment services in the Moodby Play app, and also to maintain the validity of the specified personal data.

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

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

5.9. The Service Administrator has the right to request from the Owner any information that is necessary to verify the Owner, as well as to prevent fraud. The Owner accepts and gives his consent to the search of information about the Owner in third-party databases 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 Owner any information that is necessary for the revenue transfer from the public place balance to the Owner, as well as for preventing fraud. The Owner accepts and gives his consent to the ecommpay payment system to the search of information about the Owner in third-party databases and other sources.

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

5.12. The current law of certain jurisdictions may oblige the Service Administrator to collect personal data of the Owner in order to comply with anti-money laundering standards. In this case the Service Administrator has the right to request from the Owner 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 address of residence and (or) legal address of a legal entity, individual (private) entrepreneur;

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

5.12.4. confirming the authenticity and (or) belonging of the payment means to the Owner and (or) the Owner Public Place.

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

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

#### **6. Ways and procedures of the Owner gaining revenue in the Moodby Play app. Revenue transfer from the public place balance.**

6.1. The Service Administrator provides the Owner with ability to receive revenue from paid ordering of phonorecords by Users for the playback in the Owner public place.

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

6.3. The Owner shall be credited revenue to the public place balance for each paid order of the phonorecord by the User, fully played in the Owner public place, taking into account the deduction of the following amounts from each paid order of the phonorecord of the User, namely:

6.3.1. the established amount of remuneration (commission) transferred by the Service Administrator to the CMO and (or) label. The amount of remuneration (commission) transferred to the CMO and (or) label depends on the rate of remuneration (commission), which is established by the CMO and (or) label for the territory of the location of the Owner Public Place;

6.3.2. 80 (eighty percent) % of the commission of the Service Administrator from the revenue remaining after the

remuneration (commission) is transferred to the CMO and (or) label specified in clause 6.5.1. of the User Agreement.

6.4. The Owner shall receive 20% (twenty percent) of the remaining revenue for each played order of paid phonorecords by the User in the Owner public place, after deducting the amounts established in clauses 6.5.1., 6.5.2. of the User Agreement from the revenue.

6.5. If the Owner has more than 1 (one) Public place Profile, the revenue shall be credited to the balance of the public place in which the User ordered a phonorecord for playback.

6.6. The revenue for played paid orders of phonorecords of Users in the Owner public place shall be displayed on the public place balance for 24 (twenty four) hours after the playback of the ordered phonorecords by the User in the Owner public place.

6.7. Revenue is not credited to the public place balance if the Owner and (or) the Owner Staff canceled and (or) did not fully play the paid order of the phonorecord of the User in the Owner public place.

6.8. The received revenue shall be displayed on the public place balance, while the public place balance shall be updated in the Public place Profile at least once a day.

6.9. In order to transfer revenue from the public place balance to the payment means the Owner shall fill out the revenue transfer form.

6.10. The Owner has the right to request a revenue transfer provided that there are at least 50 US dollars of revenue on the public place balance, in this case the Owner has the right to request a revenue transfer in full or in part, indicating the amount of the revenue for transferring from the public place balance to the payment means.

6.11. In case of events specified in clauses 14.4. - 14.6., 14.8. - 14.10. of the User Agreement the Owner agrees to request a transfer and fill out a form for the transfer of all revenue from the public place balance, in this case the paragraph 6.10. of the User Agreement does not apply.

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

6.13. The revenue transfer to the Owner from the public place balance 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 public place balance to the Owner is carried out within 90 (ninety) calendar days from the date of cancellation (deletion) of the Owner Profile.

6.14. The revenue transfer from the public place balance to the Owner is carried out through the ecommpay payment system. To get a revenue transfer from the public place balance to the payment means of the Owner, the Owner shall have an account in the ecommpay payment system. If there is no account in the ecommpay payment system, the Service Administrator has the right not to transfer revenue from the public place balance to the payment means.

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

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

6.17. The Owner also undertakes to pay all taxes on revenue gained in the Moodby Play app and to fulfill other duties in accordance with the current law of the territory of the location (or citizenship) of the Owner.

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

## **7. Rights and duties of the Owner.**

### **7.1. The Owner has the right:**

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

7.1.2. to create in the Moodby Play app and delete from the Moodby Play app Public place Profiles, grant rights to the Owner Staff to manage Public place Profile;

7.1.3. to comment on Owner content posted by other Owners, in accordance with the clause 7.3.7. of the User Agreement;

7.1.4. to use the Moodby Play app to receive revenue from paid orders of the Users of the phonorecords for playback in Owner Public Place;

7.1.5. to use paid and payment services in the Moodby Play app;

7.1.6. to refuse the sending of information and data by the Service Administrator which is specified in clause 4.10. of the User Agreement at any time through the settings in the Owner Profile;

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

7.1.8. pay for a Base subscription, subscription to music channel (Personal music channel, Premium music channel) using one of the methods specified in clause 9.2. of the User agreement;

7.1.9. to request documents confirming force majeure events from the Service Administrator if the Service Administrator fails to perform his duties under the User Agreement in relation to force majeure events;

7.1.10. to unilaterally terminate the User Agreement and refuse to use the Moodby Play app at any time by canceling

(deleting) the Owner Profile.

**7.2. The Owner 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 Owner;
- 7.2.2. to familiarize the Owner Staff with the terms of the User Agreement, the Privacy Policy and to be responsible for compliance with the terms of the User Agreement by the Owner Staff;
- 7.2.3. to provide during registration (identification) in the Moodby Play app and during filling out of verification form accurate, reliable and complete personal data, monitor its updating;
- 7.2.4. to provide during the creation of the Public place Profile accurate, reliable and complete personal data of the Owner public place, monitor its updating;
- 7.2.5. to add the bank card to receive paid services in the Moodby Play app;
- 7.2.6. within 24 (twenty-four) hours, notify the Service Administrator about a technical error when the Owner and (or) the Owner Staff pay for a Base subscription, for a subscription to a music channel (Personal music channel, Premium music channel) and not providing access to the Base subscription, music channel (Personal music channel, Premium music channel);
- 7.2.7. to inform the Service Administrator about unauthorized access to the Owner Profile and (or) about the use of the username and password of the Owner by third parties;
- 7.2.8. not to undermine the functioning of the Moodby Play app, and also not to use software and hardware methods and means of influencing the Moodby Play app in order to destabilize its operation;
- 7.2.9. to timely install updates for the correct operation of the Moodby Play app;
- 7.2.10. to stop using the Moodby Play app and cancel (delete) the Owner 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 Play app in case of refusal to use the Moodby Play app on monetary base;
- 7.2.11. not to take actions in order to gain access to parts of the Moodby Play app not intended for Owner to access;
- 7.2.12. not to carry out the actions in order to obtain the personal data of other Owners or to gain the access to the Owner Profile of other Owners for the purpose of its subsequent processing, including its collection, systematization, accumulation, distribution, etc.;
- 7.2.13. 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 Play app;
- 7.2.14. to independently take measures of ensuring the security of the Owner Profile, prevent unauthorized use of the Owner Profile by other Owners, third parties, namely not to provide access to the Owner Profile to other Owners, third parties, if this could lead to a violation of the User Agreement and the current law of the Republic of Cyprus;
- 7.2.15. not to use the Moodby Play app for multiple messaging of advertising and (or) messages of other nature (spam);
- 7.2.16. not to place commercial advertisements, commercial offers in the Moodby Play app unless the Service Administrator has given written consent to post such advertisement (offers);
- 7.2.17. not to use the Moodby Play app if the law of the location of the Owner prohibits the use of the Moodby Play app or establishes other restrictions on the use of the Moodby Play app, including age restrictions;
- 7.2.18. to pass the verification and fill out a verification form before using payment services in the Moodby Play app;
- 7.2.19. to study the terms of use of the ecommpay payment system before using payment services in the Moodby Play app;
- 7.2.20. add payment means in the Public place Profile which is required for making Base subscription, subscription to a music channel (Personal music channel, Premium music channel);
- 7.2.21. to inform the Service Administrator within 24 (twenty four) hours about the transfer of less revenue to the payment means than it was requested by the Owner when transferring revenue from the public place balance to the payment means;
- 7.2.22. 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 Play app, received by the Owner by e-mail, and follow the instructions of the Service Administrator on eliminating violations of the User Agreement when using the Moodby Play app;
- 7.2.23. to make amendments and (or) supplements to the Owner 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 Owner in the Owner Profile when using the Moodby Play app;
- 7.2.24. to study the Privacy Policy before using the Moodby Play app;
- 7.2.25. to notify the Service Administrator about the impossibility of fulfilling obligations under the User Agreement in connection with the occurrence of force majeure events within 10 (ten) calendar days from the occurrence of force majeure events;
- 7.2.26. to provide the Service Administrator with documents confirming force majeure events after receiving a request from the Service Administrator to provide such documents;
- 7.2.27. before canceling (deleting) the Owner Profile to request a transfer of the remaining revenue and fill out the form for transferring the remaining revenue from the Public place Balance to the payment means;
- 7.2.28. to compensate the losses incurred by the Service Administrator in the event of any violation of the terms of the User Agreement by the Owner and (or) the Owner Staff, including a single violation, if there is no revenue on the balance of the Owner that would fully cover the losses incurred by the Service Administrator;
- 7.2.29. 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 Play app or to use in general and (or) in part the content posted in the Moodby Play app and the Moodby Play app itself in any other way, for commercial or other purposes, either in his interest or in the interest of other Users, third parties.

**7.3. When using the Moodby Play app, the Owner is prohibited:**

- 7.3.1. to copy and (or) use the software part of the Moodby Play app and its design, graphic design, source code, etc. in any other way;
- 7.3.2. to post in the Moodby Play app any personal data of the Owner Staff, other Owners, third parties without their consent, including the address of the residence, contact numbers, passport details, email address, etc.;

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

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

7.3.5. to create the possibility of using the Moodby Play app without the physical participation of the Owner and without the Owner personally using the Moodby Play app;

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

7.3.7. to post, distribute, hand over using the Moodby Play app functionality in any form the 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, Rightholder, other Owners 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, Rightholder, other Owners 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 Play app by the Owner, and when registering of the Owner in the Moodby Play app, by indicating these words and (or) phrases in the «Owner 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 opportunity of correspondence with the Service Administrator for purposes not provided for in clauses 11., 13., 15.3. of the User Agreement;

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

7.4. The Owner Staff undertakes to comply with all the provisions of the User Agreement, but all the duties of the Service Administrator specified in the User Agreement are applicable only to the Owner.

7.5. Owner's rights and methods of using the Moodby Play 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 from the Moodby Play app any knowledge, materials, information, data, Owner content posted by the Owner, Owner Staff, intellectual property at his own discretion, in case such information conflicts with 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 Owner, third parties, without prior and subsequent notification of the Owner;

8.1.2. to delete music channels created by the DJ that violate the intellectual property rights of the Service Administrator, the Rightholder, other Owners, third parties, protected by the current law of the Republic of Cyprus and international law;

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

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

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

8.1.6. to request from the Owner identity documents or documents confirming the registration of a legal entity, individual (private) entrepreneur;

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

8.1.8. to terminate the Owner's access to the Moodby Play 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 Play app if the Owner refuses to use the Moodby Play app on monetary base;

8.1.9. to reproduce, collect, store and use in any other way the Owner Content provided by the Owner in the process of using the Moodby Play app;

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

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

8.1.12. not to give access to music channels until receiving payment for a Base subscription, payment for a music channel (Personal music channel, Premium music channel) in full;

8.1.13. not to transfer the revenue from the public place balance, if the conditions specified in clause 6.10 of the User Agreement are not fulfilled, with the exception of cases specified in clause 6.11. of the User Agreement;

8.1.14. to charge revenue to the public place balance, taking into account the deduction of the amount specified in clauses 6.5.1., 6.5.2. of the User Agreement from the revenue;

8.1.15. to unilaterally set and change the amount of the commission charged by the Service Administrator for the provision of payment services in the Moodby Play app without prior and subsequent notification of the Owner;

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

8.1.17. to send notifications, warnings, comments about non-compliance with the terms of the User Agreement by the Owner and (or) the Owner Staff when using the Moodby Play app;

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

8.1.19. to unilaterally suspend or completely terminate the provision of paid and (or) payment services to the Owner, if there is a reason to suspect the Owner of unlawful actions related to unlawful crediting and (or) transfer of the revenue, to use of paid and (or) payment services in the Moodby Play app, as well as if there is no possibility to receive or verify personal data of the Owner;

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

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

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

8.1.23. to request the documents, data from the Owner or ask to perform the actions specified in clauses 5.12.1. - 5.12.4. of the User Agreement, if the current law of some jurisdictions obliges the Service Administrator to collect personal data of the Owner, in order to comply with the standards for combating the laundering of income received from crime;

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

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

8.1.26. to deduct the amount of losses incurred by the Service Administrator from the transfer of revenue from the Public place Balance to the payment means in the event of any violation of the terms of the User Agreement by the Owner or the Owner Staff, including a single violation;

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

## **8.2. The Service Administrator agrees:**

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

8.2.2. to ensure confidentiality of the Owner's personal data, knowledge, materials, information, data specified by the Owner when registering in the Moodby Play app, when creating the Public place Profile, passing the verification, connecting the paid and (or) payment services in the Moodby Play app except for the clause 8.1.4. of the User Agreement;

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

8.2.4. to notify the Owner about the impossibility 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 Owner with documents confirming force majeure events, after receiving a request from the Owner to provide such documents;

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

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

8.2.8. to transfer the remaining revenue from the public place 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 Owner

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 Owner during registration (identification);

8.2.10. in the event of making a decision by Rightholder to terminate the contractual relationship with the Service Administrator and (or) to close the Moodby Play app, to notify the Owner 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 Play app. This notification shall be sent by the Service Administrator to the email address provided by the Owner during registration (identification).

#### **9. The procedure of subscribing, validity period and payment for Base subscription, subscriptions to music channels.**

9.1. In order to play music channels in the Owner public place, the Owner has to purchase a Base subscription.

The Base subscription allows the Owner to play Base music channels in the Owner public place.

In order to play music channels (Personal music channel, Premium music channel), the Owner has to purchase a Base subscription and pay for a subscription to a music channel (Personal music channel, Premium music channel) that he wants to play in the Owner public place.

9.2. Payment for a Base subscription, a subscription to a music channel (Personal music channel, Premium music channel) can be made in one of the following ways:

9.2.1. by writing off the money from the payment means specified in the Public place Profile;

9.2.2. by writing off the revenue from the public place balance;

9.2.3. by partial writing off the money from the payment means specified in the Public place Profile and writing off the revenue from the public place balance.

9.3. The total cost of subscription to a music channel (Personal music channel, Premium music channel) consists of two parts:

9.3.1. the cost of playing a music channel in the Owner public place, and

9.3.2. the cost of the right to use a music channel and a playlist for this music channel created by a DJ.

9.4. In order to buy a Base subscription, a subscription to a music channel (Personal music channel, Premium music channel) for playback in the Owner public place, by means specified in clauses 9.2.1. or 9.2.3. of the User Agreement, the Owner shall add the Bank card in the Public place Profile by entering details of bank card in the special section of the Public place Profile. The bank card specified in the Public place Profile shall support 3-D Secure technology.

The transfer of money from the bank card specified in the Public place Profile to the account of the Service Administrator is carried out through the payment methods supported by the Service Administrator. The list of available payment methods is being set and changed unilaterally by the Service Administrator and is indicated on the Website.

When purchasing Base subscription, subscription to music channel (Personal music channel, Premium music channel) for playback in the Owner public place, by means specified in clauses 9.2.1. or 9.2.3. of the User Agreement, the amount equal to the full cost and (or) part of the cost of the Base subscription, subscription to the music channel (Personal music channel, Premium music channel) is written-off from the Bank card added in the Public place Profile.

When purchasing Base subscription, subscription to music channel (Personal music channel, Premium music channel) for playback in the Owner public place, by means specified in clauses 9.2.2. or 9.2.3. of the User Agreement, the revenue equal to the full cost and (or) part of the cost of the Base subscription, subscription to the music channel (Personal music channel, Premium music channel) is written-off from the public place balance.

9.5. Base subscription, subscription to a music channel (Personal music channel, Premium music channel) is provided within 3 (three) hours from the moment of payment.

9.6. The Owner and (or) the Owner Staff is obliged to provide reliable data when adding a bank card in the Public place Profile, as well as when making payments.

9.7. The payment method operator may charge a commission in excess of the established cost of the Base subscription, subscription to a music channel (Personal music channel, Premium music channel). The Owner understands and agrees that when making a payment using certain payment methods, the total cost of the Basic subscription, subscription to a music channel (Personal music channel, Premium music channel) may differ from the cost indicated in the Moodby Play app.

9.8. When making payments for a Base subscription, a subscription to a music channel (Personal music channel, Premium music channel), the Owner and (or) the Owner Staff have to follow the instructions of the corresponding payment methods. The possibility to purchase a Base subscription, a subscription to a music channel (Personal music channel, Premium music channel) is provided only if the Owner and/or the Owner Staff correctly follow payment instructions and comply with the payment rules. The Service Administrator is not responsible for rejecting the payment for a Base subscription, subscription to a music channel (Personal music channel, Premium music channel) by the decision of the payment method operator or as a result of an operator error.

9.9. If when making a payment for a Base subscription, a subscription to a music channel (Personal music channel, Premium music channel) money are written-off from the payment means specified in the Public place Profile and access to the Basic subscription, music channel (Personal music channel, Premium music channel) is not provided due to a technical error, the Owner shall inform the Service Administrator about this within 24 (twenty-four) hours. In this case, the Service Administrator shall make all necessary efforts to provide access to the Base subscription, music channel (Personal music channel, Premium music channel) or return the written-off money to the payment means from which it was written-off.

9.10. When making a payment, the Owner guarantees the Service Administrator that:

9.10.1. the bank card indicated in the Public place Profile and the money on it belongs to the Owner, to the Owner Public Place, and are not encumbered with the rights of third parties;

9.10.2. money transferred from a payment means specified in the Public place Profile to the current (settlement) bank account of the Service Administrator is received from legal sources.

9.11. Providing a Base subscription, subscription to a music channel (Personal music channel, Premium music channel) to the Owner public place is only possible if the Owner and/or the Owner Staff make the corresponding payment in full. In this case, the Service Administrator has the right not to provide a Base subscription, subscription to a music channel (Personal music channel, Premium music channel) until the payment in full is confirmed.

9.12. When removing the Bank card from the Public place Profile, the possibility of payment and making Base subscriptions, subscriptions to a music channel (Personal channel music, Premium music channel) by means specified in clauses 9.2.1., 9.2.3. of the User Agreement shall be suspended until a new Bank card is added in the Public place Profile.

9.13. On expiry of the reporting period Base subscription, subscription to a music channel (Personal music channel, Premium music channel), is automatically prolonged, except for the occurrence of circumstances (events) specified in clause 9.14. of the User agreement.

If case of failure of prolongation (lack of money on the bank card and (or) on the Public place balance, the expiry of the Bank card, etc.) of the Base subscription, subscription to music channel (Personal channel music, Premium music channel), Base subscription, subscription to the music channel (Personal channel music, Premium music channel) becomes «Overdue» and continues to work not more than 7 (seven) calendar days from the reporting period.

After assigning the «Overdue» status a message about the inability to prolong the Base subscription, subscription to a music channel (Personal music channel, Premium music channel) with a request to pay for the Base subscription, subscription to a music channel (Personal music channel, Premium music channel) is sent to the Public place Profile.

Within 7 (seven) calendar days periodic requests for payment and prolongation of the Base subscription, subscription to a music channel (Personal music channel, Premium music channel) occur. After a successful payment request, the Base subscription or subscription to a music channel (Personal music channel, Premium music channel) is prolonged. After 7 (seven) calendar days from the end of the reporting period and if it is impossible to pay for a Base subscription, subscription to a music channel (Personal music channel, Premium music channel), Base subscription, subscription to a music channel (Personal music channel, Premium music channel) is canceled. A message about blocking a Base subscription or subscription to a music channel (Personal music channel, Premium music channel) is sent to the Public place Profile.

The Owner and (or) the Owner Staff have the right to unsubscribe from the Base subscription or music channel at any time by clicking the Unsubscribe button in the Subscriptions tab.

9.14. Subscription to a music channel (Personal music channel, Premium music channel) may not be available for prolongation if a music channel (Personal music channel, Premium music channel) was deleted from the Moodby DJ app, and/or the phonorecords used in the music channel (Personal music channel, Premium music channel) were deleted by the service Administrator and/or if the DJ profile was deleted from the Moodby DJ app.

9.15. The music channel may be deleted by the Service Administrator due to violation of the rights of the rightholders to intellectual property protected in accordance with the current law of the Republic of Cyprus and international law. If such circumstances (events) occur, the money paid for a Base subscription or subscription to a music channel (Personal music channel, Premium music channel) are not returned.

9.16. After each payment for paid services, the Service Administrator sends payment documents to the email address specified in the public place Profile during registration (identification).

#### **10. Content posted in the Moodby dj app. Intellectual property.**

10.1. The Owner acknowledges and agrees that all content posted on the Moodby Play 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 Owner content from the Moodby Play app that violates the rights of the authors (legal owners), the Service Administrator, the Rightholder, other Owners and third parties to the objects of intellectual property which are protected in accordance with the current law of the Republic of Cyprus and with the norms of international law, without prior and subsequent notification of the Owner.

10.3. Through the use of the Moodby Play app, the Owner does not have any transferred rights to any content posted in the Moodby Play app by Service Administrator, Rightholder, other Owners, third parties, and the Moodby Play app itself.

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

10.5. The Owner 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 Play app or use in general and (or) in part the content posted in the Moodby Play app and the Moodby Play app itself in any other way without prior permission of the Service Administrator.

10.6. The use of the content posted on the Moodby Play app (music channels and playlists for these music channels created by the DJ) by the Owner and (or) the Owner Staff is permitted both for personal non-commercial use and for commercial use, provided that all marks are preserved authorship (copyright) or other notices of authorship, only by playback in the Owner Public Place.

10.7. The use of content posted in the Moodby Play app by the Service Administrator, Rightholder, other Owners, third parties by the Owner, except for the content specified in the clause 10.6. of the User Agreement is permitted solely for personal non-commercial use, provided that all copyright signs (copyrights) or other notices of authorship are preserved.

10.8. Any use of the content posted in the Moodby Play app by Service Administrator, Rightholder, other Owners, third parties, except for the cases described in clause 7.6. of the User Agreement, without a written permission of the Service Administrator and not for the purposes of personal non-commercial use 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 in the Moodby Play app by Service Administrator, Rightholder, other Owners, third parties 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.

10.9. When posting comments, the Owner content in the Moodby Play app, the Owner freely grants the Service Administrator a non-exclusive right to use the comments, Owner content posted by the Owner in the Moodby Play 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 Owner 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, Owner content posted by the Owner in the Moodby Play app is granted from the moment comments, Owner content are posted in the Moodby Play app by the Owner, and ends on the earliest of the following dates:

from the date of deletion by the Owner or the Service Administrator of comments, Owner content posted by the Owner in the Moodby Play app from the Moodby Play app, or  
from the date of cancellation (deletion) of the Owner Profile.

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

#### **11. Force majeure events.**

11.1. The Service Administrator and the Owner are exempted from liability for full or partial failure to perform 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 Owner, 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 Play app or at disabling the Moodby Play app software package, etc.

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

11.3. Upon the request of the Service Administrator or Owner, an identification document is to be presented to the Service Administrator or Owner 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. The Service Administrator and the Owner are liable for violation of the terms of the User Agreement 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 Owner, other Owners, third parties that impede the use of the Moodby Play app;

12.2.2. comments, Owner content, Owner Profile posted by the Owner, other Owners, third parties in the Moodby Play app;

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

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

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

12.2.6. knowledge, materials, information, data posted in the Moodby Play app by the Owner, other Owners, third parties or on the third-party websites available at links posted by the Owner, other Owners, third parties in the Moodby Play app;

12.2.7. music channels and playlists for these music channels created by the DJ;

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

12.2.9. for any types of losses resulting from the use of the Moodby Play app by the Owner;

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

12.2.11. for any loss of business reputation;

12.2.12. for visiting and using by the Owner of other sites, WEB-pages, links to which may be contained in the comments of the Owner, other Owners, third parties posted in the Moodby Play app;

12.2.13. for any damage to the devices of the Owner caused or connected with the use of the Moodby Play app;

12.2.14. for fees charged by the ecommpay payment service;

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

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

12.4. The Owner is solely responsible for abiding the current law of the Republic of Cyprus, the current law of the territory where the Owner is located when using the Moodby Play app, as well as all rights and legal interests of other Owners, Rightholder, third parties.

12.5. The Owner is solely responsible for his actions of violation the rights of the Service Administrator, the Rightholder, other Owners 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 Owner is solely responsible for using the Moodby Play app if the law of the location of the Owner prohibits the use of the Moodby Play app or sets other restrictions on the use of the Moodby Play app.

12.7. The Owner understands and agrees that he is solely responsible for any knowledge, materials, information, data which he posts in the Moodby Play app, in the comments, in Owner Profile, Public place Profile, in Owner Content or informs other Owners, third parties in any other way or brings it to the public.

12.8. The Owner understands and agrees that he is solely responsible for creating a Public place Profile that does not belong to the Owner. After the Service Administrator receives a claim from the actual Owner of the public place, the Public place Profile that does not belong to the Owner shall be deleted, and the revenue on the Public place Balance shall be transferred from the Public place Balance created illegally by the Owner to the Public place Balance of the real Owner. In case of such event, the Owner agrees to fully compensate the expenses, losses and damage incurred by the Service Administrator.

12.9. The Owner independently bears all risks of negative consequences associated with the indication of incorrect data when transferring profit from the Public place balance, as well as when using paid services (payment for making Base subscription and subscriptions to music channels).

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

12.11. Any actions committed from the Owner's device, from the Owner Profile and Public place Profile in the Moodby Play app are considered to be committed by the Owner, unless the contrary is proved by the Owner.

12.12. If the Rightholder, other Owners or third parties asset claims to the Service Administrator caused by unlawful and (or) illegal actions of the Owner and (or) the Owner Staff when using the Moodby Play app, the Owner is solely responsible to the Rightholder, other Owners and third parties and agrees to resolve disputes arising with them.

12.13. 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) legal interests of the Rightholder, other Owners or third parties allowed by the Owner when using the Moodby Play app, the Owner is obliged to fully compensate expenses, losses and damage incurred by the Service Administrator.

12.14. The Owner understands and agrees that he is responsible for the observance of all the provisions of the User Agreement by the Owner Staff. The Owner also guarantees that in case of violation of the provisions of the User Agreement, he undertakes to fully reimburse expenses, losses and damage incurred by the Service Administrator in connection with the violation of the provisions of the User Agreement by the Owner Staff.

12.15. The Service Administrator and the Owner 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 Owner undertake to make efforts to settle any Dispute peacefully through negotiations. In this case, the Service Administrator sends the Owner or the Owner 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 Owner allow negotiations using electronic means of communication (e-mail, 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 e-mail: Dispute settlement;

13.2.1.2. to the Owner - 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 Owner or the Owner 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 Owner undertake to observe the pre-trial dispute settlement procedure. The Service Administrator and the Owner allow claims to be made using electronic means of communication (email, video conferencing, etc.) In this case, the Service Administrator or the Owner 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 Owner 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 Owner makes the Acceptance and is valid until the date of cancellation (deletion) of the Owner 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 at any time and at his own discretion to unilaterally amend and (or) supplement the User Agreement without prior and subsequent notification of the Owner.

14.4. The Owner has the right to unilaterally terminate the User Agreement at any time and refuse to use the Moodby Play service by canceling (deleting) his Owner Profile. When the Owner makes a decision to stop using the Moodby Play app, the revenue held on the Public place Balance in the Public place Profile is to be transferred to the payment means specified by the Owner in the revenue transfer form within 90 (ninety) calendar days from the date of cancellation (deletion) of the Owner Profile.

14.5. In case of refusal of the Owner to use the Moodby Play app on a paid basis, the Owner has the right to terminate the User Agreement unilaterally and refuse to use the Moodby Play app within 10 (ten) calendar days by canceling (deleting) his Owner Profile. When the Owner makes a decision to stop using the Moodby Play app, the revenue held on the Public place Balance in the Public place Profile is to be transferred to the payment means specified by the Owner in the revenue transfer form within 90 (ninety) calendar days from the date of cancellation (deletion) of the Owner Profile.

14.6. In case of disagreement of the Owner 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 Owner has the right to unilaterally terminate the User Agreement and refuse to use the Moodby Play app within 10 (ten) calendar days by canceling (deleting) his Owner Profile. When the Owner makes a decision to stop using the Moodby Play app, the revenue held on the Public place Balance in the Public place Profile is to be transferred to the payment means specified by the Owner in the revenue transfer form within 90 (ninety) calendar days from the date of cancellation (deletion) of the Owner Profile.

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

14.8. The User Agreement may be terminated unilaterally by the Service Administrator when deciding on the termination of 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 Owner 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 Owner 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 Public place Balance in the Public place Profile is to be transferred to the payment means specified by the Owner in the revenue transfer form

within 90 (ninety) calendar days from the date of cancellation (deletion) of the Owner Profile.

14.9. The User Agreement may be terminated unilaterally by the Service Administrator when the Rightholder decides to terminate the contractual relationship with the Service Administrator and (or) to close the Moodby Play app. In the event the Rightholder decides to terminate the contractual relationship with the Service Administrator and (or) to close the Moodby Play app, the Service Administrator is obliged to notify the Owner 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 Play app. This notification shall be sent by the Service Administrator to the email address provided by the Owner during registration (identification). When the Rightholder decides to terminate the contractual relationship with the Service Administrator and (or) to close the Moodby Play app and when the Service Administrator unilaterally terminates the User Agreement, the revenue on the Public place Balance in the Public place Profile is to be transferred to the payment means specified by the Owner in the revenue transfer form 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 Owner and (or) the Owner Staff, including single violation, and in the event of the decision by the Service Administrator on the cancellation (deletion) of the Owner Profile. In this case, the revenue on the Public place Balance in the Public place Profile is to be transferred to the payment means specified by the Owner in the revenue transfer form within 90 (ninety) calendar days from the date of cancellation (deletion) of the Owner Profile.

#### **15. Notifications and correspondence between the Service Administrator and the Owner.**

15.1. Correspondence between the Service Administrator and the Owner is carried out by e-mail:

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

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

15.2. An email is deemed to be received by the Service Administrator or the Owner on the next business day if the Service Administrator or the Owner - sender does not receive a notification letter that the sent email has not been delivered.

15.3. The letter sent by the Owner to the e-mail 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 Play app, notification of force majeure events, a message about unauthorized access to the Owner Profile, a report on violation by other Owners 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 Play app, etc.

15.4. When writing a letter to the email of the Service Administrator, the Owner 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 Play app, invitations to join a community (group), links to sites, videos, photos, articles, etc., letters containing malicious software, viruses, password interceptors, etc. to the email address of the Service Administrator.

15.6. The agreements reached between the Service Administrator and the Owner by exchanging letters by e-mail have legal force and are recognized as agreements concluded in writing between the Service Administrator and the Owner.

#### **16. Concluding provisions.**

16.1. The User Agreement, amendments and (or) supplements made by the Service Administrator to the User Agreement are mandatory for the Owner, both registered (using the Moodby Play app) and passing the registration (identifying) in the Moodby Play 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 the amendments and (or) supplements, then such 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 Owner. 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,

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

Ltd,

e-mail: support@moodby.com