

USER AGREEMENT

This Agreement is made between the Limited Liability Company "ARTPLAY Management Company" (hereinafter - the Owner) and any person, who upon acceptance of the terms of this Agreement becomes a user of the website located in the Internet at: <https://artplaymedia.ru> (hereinafter - the Site), hereinafter referred to as "User", collectively referred to as "Parties", and individually - "Party".

In accordance with Article 435 of the Russian Civil Code, this User Agreement is an offer.

In accordance with Article 438 of the Civil Code of the Russian Federation, the unconditional acceptance of the terms of this Agreement shall be deemed to be the establishment or receipt by any person of access to the connection for the use of the Website.

This Agreement, which is concluded by accepting this offer, does not require bilateral signing, and is valid in electronic form.

Terms and definitions used in the Agreement

In the Agreement, unless otherwise expressly stated in the text of the Agreement, the following words and expressions will have the meanings given below

1.1 Website - a set of software and hardware for computers, providing publication of information and data for public display, united by a common purpose, through technical means, used for communication between computers on the Internet. The site is located on the Internet at: <https://artplaymedia.ru>.

1.2 The Administrator/Owner of the Site is the ARTPLAY Management Company Limited Liability Company (OGRN 1147748143773), located at: 10, Nizhnyaya Syromyatnicheskaya St., Bldg. 25, Moscow.

1.3 Content means all objects placed on the Website, including design elements, text, graphics, illustrations, trademarks, videos, scripts, programs, music, sounds and other objects and collections thereof.

1.4 User means a user of the Internet, in particular the Website.

1.5 Site Services (Services) - programs on the Site, which give the User an opportunity to use the services of the Owner of the Site and/or Services.

1.6 Use means any reproduction, distribution, making available to the public, broadcasting, communication by cable, import, rental, public performance and other use of the Site's Content and Services, which is regulated by the norms of the existing legislation of the Russian Federation.

2. Subject of the Agreement

2.1 The Owner of the Site renders to the User services in delivery of access to the Content and Services of the Site, thus obligatory condition of rendering by the Owner of the Site of services according to the present Rules is acceptance, observance by the User and application of requirements and the provisions defined by the present Rules to relations of the Parties.

2.2 The Owner of the Website reserves the right to change conditions of the present Agreement and all its integral parts without coordination with the User by means of placing the new edition of the Agreement or any its integral part, subjected to changes, on the Website. The new edition of the Agreement and/or any of its integral parts shall enter into force from the moment of its

publication on the Website, unless other period for entry into force of amendments is determined by the Owner of the Website when publishing them.

2.3 The Owner of the Site has the right to change and update the Content and Services of the Site without notice of the User, to introduce any restrictions concerning use of the Site, to limit access to the information placed on the Site, including in view of the age restrictions stipulated by the legislation of the Russian Federation (age labeling).

2.4 The Website User is not hereby granted the right to use the domain names, trade marks, trade names and other intellectual property objects of the Website Owner or any third persons.

2.5 Using the Site materials without the consent of the Site Owner or other copyright holders is prohibited, except for their use for information and educational purposes.

2.6 When the User cites the materials on the Site, the link to the Site is mandatory. 3.

3. Site Owner's Rights and Duties

3.1 The Website Owner undertakes:

3.1.1 Provide to the User the services specified in clause 2.1 of this Agreement.

3.1.2 Provide round-the-clock availability of the server on which the Site is located, except for the time of maintenance works.

3.2 The Owner of the Site has the right to:

3.2.1 Dispose of statistical information, related to functioning of the Site, as well as User information, in order to provide targeted display of advertising information to different audiences of Site Users.

3.2.2 To conduct surveys about Website functioning quality, provide and request other information, as well as promote its own activities and services.

4. Rights and obligations of the User

4.1 The User undertakes:

4.1.1. Fully read the terms of this Agreement before using the Site.

4.1.2 Comply with all of the terms of this Agreement.

4.1.3. Not to place the personal data of other persons on the Site, and not to use the personal data of other Users in any way that does not comply with the requirements of Russian legislation, for illegal or unlawful purposes, for profit, or for any other purposes that do not correspond to the purposes of creation and operation of the Site.

4.1.4 Do not upload, store, publish, distribute any information that:

- contains threats, discredits, insults, defames honor and dignity or business reputation or violates the privacy of other Users or third parties;
- violates the rights of minors;
- is vulgar or obscene, contains obscene language, contains pornographic images and texts or scenes of sexual nature with participation of minors;
- contains scenes of violence or inhumane treatment of animals;
- contains a description of the means and methods of suicide, any incitement to commit suicide;

- advocates and/or promotes racial, religious, ethnic hatred or hostility, promotes fascism or ideology of racial superiority
- contains extremist materials;
- promotes criminal activity or contains advice, instructions or guidance on how to commit criminal acts;
- contains restricted information, including, but not limited to, state and trade secrets, information about the privacy of third parties;
- contains advertising or describes the attraction of using alcohol and/or drugs including "digital drugs" (sound files that affect the human brain by means of binaural rhythms), information on the distribution of drugs, recipes for their production and consumption advice;
- is fraudulent in nature;
- as well as violates other rights and interests of citizens and legal entities or requirements of the legislation of the Russian Federation.

4.1.5 You must not use any software or perform any activities, which are aimed at the violation of the normal Website and its Services functioning; you must not download, store, publish, distribute or otherwise use viruses, Trojans or other malicious programs; you must not use automated scripts (programs) for collecting information on the Website and (or) interact with the Website and its Services without the special permission of the Website Owner.

4.1.6 The User shall be solely liable to third parties for its actions related to the use of the Site, including if such actions result in the violation of the rights and legitimate interests of third parties, as well as for compliance with the law when using the Site.

4.2 The User shall not:

4.2.1. Carry out illegal collection and processing of personal data of other Users.

4.2.2 Access any services in any other way than through the interface provided by the Site Owner, except for cases when such actions are expressly allowed to the User in accordance with a separate agreement with the Site Owner.

4.2.3 Reproduce, duplicate, copy, sell, trade and resell services for any purpose, except where such actions have been expressly permitted to the User under the terms of a separate agreement with the Site Owner.

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4.3 User has the right:

4.3.1 To access the server on which the Site is located around the clock, except during maintenance work.

4.4 The User agrees that by accessing the Site and using its Content and Services, he:

4.4.1 Expresses his or her unconditional consent to all of the terms of this Agreement and undertakes to abide by them or cease using the Site.

4.4.2. Gets personal non-exclusive and non-transferable right to use the Site's Content on one computer, provided that neither the User nor any other person, with the User's assistance, shall copy or modify the software; create programs derived from the software; penetrate into the software to obtain program codes; sell, assign, lease, transfer to third parties any other form of rights regarding software of the services provided by the Site.

5. Responsibility of the Parties

5.1 The Owner of the Site does not guarantee that the software of the Site does not contain errors and/or computer viruses or extraneous code fragments. The Site Owner shall enable the User to use the Site software "as is" without any warranties on the part of the Site Owner.

5.2 The Owner of the Site does not bear responsibility for any information and materials placed on the Site of the third parties to which the User gets access by means of use of Services of the Site or the links placed on the Site, and does not check such information and materials on conformity to their requirements of reliability, completeness and legality.

5.3 The Owner of the Site does not bear the responsibility for damages, which have occurred in connection with use by the User of the Site, its content, Services or impossibility of such use. The Owner of the Site does not give any guarantees in relation to possible results of use by the User of the information and Services placed on the Site. The Owner of the Site does not bear any responsibility for reliability of recommendations or the statements of the third parties placed on the Site, except for cases when such statements are made by the authorized representatives of the Owner of the Site.

5.4. The Owner of the Site takes all possible efforts for maintenance of normal functionality of the Site, however, does not bear responsibility for non-performance or undue performance of obligations under the Agreement, and also possible losses, arisen including, but not limited to, as a result of

- Illegal actions of Users aimed at violation of information security or normal functioning of the Site;
- Malfunctioning of the Site, caused by code bugs, computer viruses and other foreign code fragments in the Site's software
- Absence (inability to establish, termination, etc.) of Internet connection between User's server and the Site's server;
- conducting by state and municipal authorities and other organizations of the activities within the framework of the System
- Establishment of state regulation (or regulation by other organizations) of commercial organizations' business activity in the Internet network and / or establishment of one-time limitations by the mentioned subjects, making it difficult or impossible to execute the Agreement;
- other cases involving acts (omissions) of Users and / or other subjects aimed at degrading the overall situation with the use of Internet and / or computer equipment that existed at the moment of the Agreement, as well as any other actions aimed at the Site and third parties;
- performance of works, specified in clauses 5.5 and 5.6 of the present Agreement.

5.5 The Website Owner has the right to perform maintenance works in the software and hardware complex of the Website, with temporary suspension of Website functioning, if possible, at night, and minimizing the time of inoperability of the Website, by notifying the User about it, if it is technically possible.

5.6 In case of force majeure circumstances, as well as accidents or failures in software and hardware complexes of the third parties, cooperating with the Website Owner, or actions (inactions) of the third parties, aimed at suspension or termination of the Website functioning, the Website functioning can be suspended without prior notification of the User.

5.7 Neither of the Parties shall be liable for full or partial non-performance of any of its obligations, if non-performance is a consequence of such circumstances as flood, fire, earthquake, other natural disasters, war or military actions and other force majeure circumstances, which occurred after conclusion of the Agreement and which are beyond the control of the Parties.

6. Dispute Resolution and Claims Settlement Procedure

6.1 In case of disputes between the User and the Site Owner over the issues related to performance of the Agreement, the Parties shall take all measures to settle them by negotiations between themselves. The claim procedure of disputes resolution is obligatory. The claims of Users regarding the provided services are accepted and considered by the Site Owner only in the written form and according to the procedure, stipulated by the present Agreement and the current legislation of the Russian Federation.

6.2 For settlement of disputes arisen between the User and the Owner of the Site as a result of use of services the following claim procedure is applied. The User, who considers, that his rights are broken because of the actions of the Owner of the Site, sends to the last claim, containing the essence of the presented claim, substantiation of its presentation, and also all data of the User, including the consent to processing of personal data of the User. The claim is sent to the Owner of the Site in written form by sending it by post or by e-mail to the addresses specified on the Site;

- Within 10 (ten) working days from the date of receipt of the claim the Owner of the Site is obliged to state the position on the principal questions specified in it and to direct the answer to the e-mail address or the postal address specified in the claim of the User;
- In case the dispute is not resolved through the claim procedure, it shall be subject to consideration in accordance with clause 6.4 of the Agreement;
- The Website Owner shall not consider anonymous claims or claims which do not allow to identify the User on the basis of the data provided by them during registration, or claims which do not contain the data specified in this paragraph of this Agreement.

6.3 For the purpose of solving technical problems in defining fault of the User in the result of their unauthorized actions while using the Internet network and the Site, the Site Owner shall have the right to independently involve competent organizations as experts. In case of establishment of fault of the User, the latter shall compensate expenses for expert examination and other losses incurred by the Site Owner.

6.4 If the Parties fail to reach agreement by way of negotiations, the dispute arising out of this Agreement shall be considered in the court of general jurisdiction at the location of the Site Owner.

7. Other conditions

7.1 This Agreement comes into force upon acceptance of the Offer by the User and is concluded for indefinite period.

7.2. This Agreement is an offer, and by virtue of the current Russian Civil Code, the Website Owner has the right to withdraw the offer in accordance with Article 436 of the Russian Civil Code. Should the Site Owner revoke this Agreement, this Agreement shall be deemed terminated from the moment of revocation. Withdrawal is carried out by placing the relevant information on the Website.

7.3 The provisions of this Agreement are established, changed and cancelled by the Site Owner unilaterally without prior notification. From the moment of posting the new edition of the Agreement on the Website the previous edition is considered to be invalid. In case of essential change of provisions of the present Agreement the Owner of the Site informs Users about it by placing the corresponding message on the Site.

7.4 If the User doesn't agree with the terms of this Agreement, he/she shall immediately stop using the Website, otherwise, if the User continues to use the Website, it means that the User agrees with the terms of the Agreement.

7.5. Issues not regulated by this Agreement shall be resolved in accordance with the legislation of the Russian Federation.