

## AGREEMENT ON THE USE OF THE INTERNET RESOURCE CDNVIDEO.COM

(here in after - the "Agreement" and the "Site", respectively)

Published on May 25, 2018

### 1. PREAMBLE

1.1. By publication of this Agreement, CDNvideo Limited Liability Company (here in after - "CDNvideo") in accordance with Art. 438 of the Civil Code of the Russian Federation offers any user of the "Internet" network (here in after - the "User") to use the functionality, tools and services of the Site.

1.2. This Agreement shall be effective on the date when the user expresses their consent with the terms of use in the manner specified in clause 1.4. of the Agreement, and sets the basic rules and principles of operation of the Site.

1.3. This Agreement may be amended by CDNvideo without any prior notice. The new version of the Agreement shall be effective on the date of its being posted on the Internet (see the page address specified in this paragraph below), unless other date is specified in the new version of the Agreement. The current version of the Agreement is published at: <https://www.cdnvideo.com/terms-of-use.pdf>. If the user does not agree with any changes to the agreement, they are obliged to stop using the Site.

1.4. Starting to use the Site or its particular function, or registering as a User of the Site, the User thereby fully accepts the terms of this Agreement, without any special clauses and exceptions. If the User disagrees with any of the provisions of the Agreement, the User has no right to use the Site.

### 2. USER REGISTRATION AND USE OF THE WEBSITE

2.1. Completion of the registration process results in creation of a unique user account, which is needed to use most of the features, tools and services of the Site.

2.2. To get registered, the User agrees to provide accurate and complete information about their as prompted by the Service's registration form, and keep this information up to date. If the User provides incorrect information or CDNvideo has grounds to believe that the information provided is incomplete or incorrect, CDNvideo has the right to block or delete the User's account at its sole discretion, and prevent the User from the use of the Site (or its specific functions).

2.3. CDNvideo reserves the right to ask the User to confirm the information specified at registration and request the relevant documents to prove it (in particular - the identity documents). If the User fails to do so, the User at the discretion of CDNvideo can be regarded as the provision of false information and entail the consequences specified in paragraph 2.2 of the present Agreement. If the data in the User's documents does not correspond to the data specified at registration, or if the data specified at registration does not allow to identify the user, CDNvideo reserves the right to deny the User's access to the account, and use of the Site.

2.4. User information contained in the User's account is stored and processed by CDNvideo in accordance with section "3" of the Agreement.

2.5. At registration the User chooses a username (the unique symbolic name for the account of the User) and password to access the account. At the same time CDNvideo has the right to prohibit the use of certain logins and establish requirements for the username and password (its length, allowed characters, etc.).

- 2.6. The user is solely responsible for all actions (and their consequences) performed on or via the Site when logged into the account, including the cases of voluntary transfer of the User's credentials for access to the account to third parties.
- 2.7. The user is solely responsible for the safety (resistance to guessing) of the password selected, and for keeping the password confidential.
- 2.8. CDNvideo has the right to block or delete the User's account and prevent any account from access to the specific features of the Site, or remove any content from the Site without giving any explanation, including in case of violation of conditions of the Agreement by the User.
- 2.9. CDNvideo has the right to establish restrictions on the use of the Site for all users or for specific categories of users (depending on the place of residence of the User, the language in which the service is provided, etc.), including: the presence or absence of certain functions, the maximum term for storage of information and data, special parameters set for information downloaded, and so on).
- 2.10. The User is solely responsible for the compliance of their content with the requirements of the current legislation, including third-party liability in cases where the User's distribution of any information or its content violates the rights and legitimate interests of third parties, including personal non-property rights of authors, other intellectual property rights of third parties and / or trespass of intangible goods belonging to them.
- 2.11. You agree that CDNvideo is not obliged to pre-check any kind of information that is placed and / or distributed to the user through the Site. CDNvideo has the right (but not the obligation) at its sole discretion to prevent the User from the placement and / or distribution of their data or information available through the Site. User acknowledges and agrees that they should independently assess all risks associated with the placement and distribution of such information and data, including the assessment of the reliability, completeness, or usefulness of such.
- 2.12. The user is aware of and agrees with the fact that copying (reproduction) of information and the User's data might be required for functioning of the Site, as well as processed and changed so as to become compatible with the Site's technical requirements.
- 2.14. When using the site, users may not:
- 2.14.1. upload, send, transmit or in any other way place and / or distribute information that is unlawful, harmful, defamatory, offensive to the morality, shows (or promotes), violence, cruelty and violates intellectual property rights, promoting hatred and / or discrimination against people based on their race, ethnic origin, sexual orientation, religious beliefs, social background, or contains insults aimed at any individuals or organizations contains elements (or promotes) pornography, child erotica, is an advertisement (or a promotion) of sexual services (including under the guise of other services), explains the procedure of manufacturing, use or other application of drugs or their analogues, explosives or other weapons;
- 2.14.2. violate the rights of third parties, including minors and / or causing harm in any form;
- 2.14.3. impersonate another person or company representative and / or community, including CDNvideo employees, without sufficient rights, as well as use any other ways of illegal representation of other persons in the "Internet" and provide any users or CDNvideo staff with any misleading information regarding the properties and characteristics of any persons or objects;
- 2.14.4. upload, send, transmit or in any other way place and / or distribute the information in the absence of the rights to do so under law or any contractual relationship;
- 2.14.5. upload, send, transmit or in any other way place and / or distribute not allowed special advertising information, spam (including search spam), lists of email addresses of other individuals, the "pyramid" or multi-level (network) marketing (the MLM) schemes, instructions on internet money-making or email-businesses, "chain letters"; use of the Site for such activities is also not allowed;
- 2.14.6. illegally collect or store personal data of other individuals;
- 2.14.7. disrupt the normal operation of the Site;
- 2.14.8. post links to the "Internet" resources with content that contradicts the current legislation of the Russian Federation;
- 2.14.9. to promote actions aimed at violation of the restrictions and prohibitions imposed by the Agreement;

2.14.10. otherwise violate the law, including international law.

### **3. PRIVACY POLICY**

Processing of Personal Data of the User is performed in accordance with the Russian legislation and [Policy on Personal Data](#).

### **4. INTELLECTUAL RIGHTS AND RESPONSIBILITIES**

4.1. This user has no right to reproduce, repeat and copy, sell or resell, or use for any commercial purposes any section or portion of the Site (including the information available to users through the Site) or access to parts of the Site, unless the user was granted such permission from CDNvideo, or when was explicitly stipulated in the Agreement.

4.2. The rights for all items available via the Site, including design elements, texts, graphics, images, videos, computer programs, databases, music, sound, and other objects placed on the Site belong exclusively to CDNvideo, Users and other respective owners.

4.3. Use of this Site is allowed only within the standard CDNvideo functionality. No part of the Site or any information posted on the Site can be used otherwise without the prior permission of the copyright holder. By using implied, including reproduction, copying, processing, distribution on any basis, display in the frame, etc. The exception is expressly provided for by the legislation of the Russian Federation or the Agreement.

4.4. User's use of the Site, as well as any data and information content for personal non-commercial use is permitted provided that all copyright notices, related rights, trademarks, and other notices of authorship, save the name (or nickname) of the author / name of the copyright owner in an unaltered form, maintaining respective object unchanged. The exception is expressly provided for by the legislation of the Russian Federation or the Agreement.

4.5. The Site may contain links to other websites in the "Internet" (third-party sites). These third parties and their content are not checked for compliance with the CDNvideo or other requirements (accuracy, completeness, legality, etc.). CDNvideo is not responsible for any content, materials and information on third-party sites to which the user has access in connection with the use of the Site, as well as for the availability of such sites or the information, and the consequences of their use by the User.

4.6. Link (in any form) to any site, product, service or any information of a commercial or non-commercial nature, placed under the Site is not an endorsement or recommendation of these products (services, activities) by CDNvideo, unless CDNvideo gives such endorsement or recommendation explicitly.

4.7. The user uses the site at their own risk. Tools, services or functionality of the Site are provided "as is". CDNvideo does not assume any responsibility, including compliance with the objectives of the User of the Site.

4.8. CDNvideo does not guarantee that: the Site is / will meet User's requirements; it will work continuously, quickly, reliably and without errors; results that can be obtained using the Site, are accurate and reliable, and can be used for any purpose or in any capacity (e.g., to establish and / or confirm any facts); the quality of any product, service, information, etc., obtained via use of the Site will meet User's expectations;

4.9. Any information and / or materials (including software downloads, emails, any instructions and guidelines, etc.), access to which the User gets when using the Site, are used by the User at their own risk and assume their own responsibility for any consequences of using the said information and / or materials, including the damage to the User's computer or third parties, the loss of data or any other damage.

4.10. CDNvideo is not responsible for any kind of loss resulting from the use of the Site by the User;

4.11. In all circumstances the responsibility CDNvideo in accordance with Article 15 of the Civil Code is limited to 10 000 (ten thousand) rubles of the Russian Federation, and CDNvideo will held liable if proven guilty.

4.12. If any person registers as a User on behalf of any company being authorized to do so, this means that the company accepts the agreement and is committed to protect CDNvideo, its affiliates, officers, agents and employees from any claim, suit or action related to the use of the Site or violation of the User Agreement and any and all liability, including financial, with respect to claims, damages, injuries, processes, proceedings, litigation costs and attorneys' fees.

## **5. FINAL PROVISIONS**

5.1. This Agreement shall be governed by and construed in accordance with the Russian legislation. Issues not regulated by this Agreement shall be settled in accordance with the Russian legislation. All possible disputes arising from relations governed by this Agreement shall be resolved in accordance with the applicable legislation of the Russian Federation, according to the norms of the Russian law. Everywhere in the text of this Agreement, unless expressly stated otherwise, the term "law" means the legislation of the Russian Federation.

5.2. If for one reason or another, one or more provisions of this Agreement shall be held invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions of the Agreement.

5.3. Inaction on the part of CDNvideo in case of violation of the provisions of the Agreement by the User or other users does not preclude CDNvideo's right to take appropriate action to protect CDNvideo's rights later and does not constitute CDNvideo's waiver regarding their rights in case of subsequent similar violations.

5.4. This Agreement is made in Russian and in some cases can be provided to the User for review in another language. In case of divergence between the Russian version of the Agreement and the version of the Agreement in any other language, provisions of the Russian version of this Agreement shall apply.

5.5. Nothing in the Agreement shall be understood as the establishment of any agency relationship, partnership, confirmation of joint activities, employment, or some other relationship between the User and CDNvideo, if not expressly provided for by the Agreement.

## **6. FEEDBACK. QUESTIONS AND PROPOSALS REGARDING LEGAL INFORMATION**

All questions or comments related to this Agreement may be sent to [info@cdnvideo.com](mailto:info@cdnvideo.com) or to CDNvideo's mailing address:

Location address: 143026, Russian Federation, Moscow, Skolkovo Innovation Center, Nobel Street, build. 7, 2nd floor, office 34

Mailing address: 119002, Russian Federation, Moscow, Gagarinsky lane, 33/5/2, floor 3

CDN-video LLC

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CEO - Yaroslav Gorodetsky

CDNvideo undertakes to review and forward the response to the incoming request within 30 days on receipt of the request.