

User Agreement

Effective date March 04, 2025

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1. SUBJECT MATTER AND GENERAL PROVISIONS OF THE AGREEMENT

1.1. The subject of the present User Agreement (hereinafter the **Agreement**) is the relationship between "VASKIANI VENTURES LIMITED", a legal entity registered and acting under the laws of the Republic of Cyprus, registration number HE303042, which is the administrator (hereinafter the **Administrator**) of the MEGOGO Media Service, and you (hereinafter the **User**), with respect to the use of the MEGOGO Media service (hereinafter the Media Service), including the Content access to which is provided by the Media Service as well as to other services provided by the Media Service.

The date of this Agreement is the date when the User begins to use the Media Service, its services, and/or products.

1.2. The **User** shall be recognized to be any physical person using the Media Service on a fee-paying/free basis regardless of the fact of their registration with the Media Service.

1.3. The MEGOGO Media Service, or the Media Service, consists of the megogo.net website (hereinafter the **Website**) and the MEGOGO software applications (which are an integral part of the Media Service) for various types of devices: mobile, Smart TV, and others. By using the Media Service, the User shall access Content, as well as have the opportunity to use other services of the Media Service in real-time mode both through the Website and MEGOGO applications, available on devices connected to the Internet (hereinafter the **Devices**).

1.4. The **Content** is auditory (audiobooks, lectures, plays, and other works) audiovisual, musical works, phonograms, videograms, TV channel, graphical, text and other materials, electronic (video) games, Access to which is granted to Users by the Media Service.

1.5. Access to Content and/or Access for the purposes of this Agreement means access to watch and/or listen to and/or another access to the Content on the Media Service. The "Access to Content" term includes but shall not be limited to allowing Users to interact with Content such as electronic (video) games through Devices using the visual interface of the Device and/or the Media Service.

1.6. The Administrator provides Media Service in the countries of the whole world where such a service is available, except for the territory of the countries of Ukraine and the Republic of Poland. Services for providing access to the MEGOGO Media Service in other countries can be provided to the User by

companies whose online services operate under domain names containing the <megogo> designation without restrictions on the hierarchy levels of such websites, as well as software applications). For example, on the territory of Ukraine, the administrator of the MEGOGO online service is the Megogo Limited Liability Company (a legal entity registered and operating under the laws of Ukraine, registration number is 38347009), and on the territory of the Republic of Poland, the administrator of the MEGOGO online service is the MEGOGO.PL Limited Liability Company (legal entity registered and operating under the laws of the Republic of Poland, registration number 0000985316).

Information about these companies will be communicated to the User before the User starts using the services of such an online service using the user interface.

More details are specified in the Privacy Policy of the Administrator.

1.7. The Agreement shall be the sole and complete source of the terms of User access to the Media Service and Content and regulates all matters related to the provision of such access unless otherwise stipulated by the terms and conditions of the partner of the Administrator. The User shall be notified of such terms and conditions via the interface of the Media Service, including banners, notification windows, and other means of communication, including e-mail messages.

1.8. Availability of the Content previously purchased by the User from the Administrator shall be allowed to be limited or changed. The Content shall be allowed not to be provided in full, which is determined solely at the discretion of the Administrator, their partners, and the rightsholders of the Content. The Administrator and their partners reserve the right to change the list and other characteristics of the Content and other information depending on the territory of the User.

1.9. The procedure of processing of personal data of Users by the Administrator is regulated by the Privacy Policy, which shall be an integral part of this Agreement, and shall be found at <https://megogo.net/en/rules#agreement-privacy>.

1.10. This Agreement is a public offer. Commitment of the actions specified in this Agreement by the User, including but not limited to: the use by the User of Media Service, any of its services and/or Access to Content and/or sending registration forms, and/or providing information, and/or passing through the appropriate hyperlinks, and/or other actions specified in the Agreement and/or in the Media Service interface, is the complete and unconditional consent of the User with all the points of this Agreement, with all its amendments and additions, and unconditional acceptance of its conditions, and testifies to the conclusion of a bilateral transaction between the Administrator and the User. In case of disagreement of the User with any of the terms of this Agreement, the User is obliged to refuse from further use of the Media Service.

2. RIGHTS, OBLIGATIONS AND GUARANTEES OF USERS

2.1. The User shall undertake to use the Media Service for personal non-commercial purposes, observe the terms of the present Agreement, comply with the rights and legal interests of the Administrator and/or Content copyright holders.

2.2. The User shall read both the terms of this Agreement and amendments thereto (the Administrator shall notify the Users in advance of any changes in the terms, as provided by this paragraph of the Agreement), as well as regularly review the contents of this Agreement. Continuation of the use of the Media Service by the User after any amendments and/or additions to this Agreement have become effective shall imply the User's unconditional consent to such amendments and/or additions. Ignorance of the current provisions of this Agreement by the User shall not release the User from the obligations stipulated by this Agreement, as well as from responsibility for their non-fulfillment and/or improper fulfillment. Administrator preliminarily notifies Users of changes in the Agreement by the following means: (i) by sending a letter (notice) to the email of the User (if the User has provided the Administrator with their current email address. The Administrator shall give the User an opportunity to specify their email address at any time by adding the relevant information to their Account on the Media Service); (ii)

by placing the relevant notice (the way of providing the above-mentioned notice shall be decided by the Administrator) in the interface of the Media Service.

If the User does not provide the Administrator with their current email address, the Administrator shall not be responsible for the failure of the User to receive the notification of changes in the Agreement terms, and for the failure of the User to get acquainted with changes in the Agreement terms.

Changes in the terms of the Agreement become effective from the date specified in the notification of the Administrator and/or the date specified in the Agreement.

2.3. Starting to use the Media Service, the User shall hereby confirm that his/her age is 18 years old or that any other age established as the minimal permitted age in the host country of the User to Access to the corresponding Content and/or to be able to pay for Access to the Content in the cases provided for by the Administrator. A physical person under the required age shall undertake to abstain from Access to the Content and/or from making payment for Access to it without consent of the parents, adoptive parents, guardians and caregivers or other legal representatives in accordance with the current laws of the corresponding host country of the User. Otherwise, the responsibility for breach of the terms contained herein by the physical person who is younger than the required age shall be imposed on parents, adoptive parents, guardians and caregivers or other legal representatives in accordance with the current laws of the corresponding host country of the User. The Administrator shall not be responsible for allowability of Access to the Content by the User/a physical person.

2.3.1. To prevent an individual under the required age according to the law of the User's location from accessing the Content in the Service, the Administrator allows legal representatives to use the Parental Control feature in the Media Service's Account, with restrictions set for payment and Access to the Content posted in the Service.

2.3.2. If parents, adoptive parents, guardians, caregivers or other legal representatives fail to apply the parental control function, and if the circumstances specified in Paragraph 2.3.1. hereof are present the responsibility for consequences of such failure to apply shall be imposed on parents, adoptive parents, guardians and caregivers or other legal representatives.

2.4. The User shall guarantee that they shall not perform any actions meant to bypass technical means of protection against unauthorized use of the Media Service when using the Media Service, including but not limited to watching/listening to or copying the Content, in particular as regards the system for territorial restriction of the Access to the Content by IP address, as well as any other actions intended to modify the functional parameters or destabilization of operation of the Media Service. Furthermore, the User shall undertake to refrain from unauthorized blocking of advertising information in the Media Service.

2.5. The User registered with the Media Service shall have the right to post comments on the Media Service, the Content, and other services provided to the User, in the interface of the Media Service (if the commenting feature is available in the Media Service).

2.6. The User shall have no right to post, without a prior written approval of the Administrator, advertising information in their comments (if the commenting feature is available in the Media Service), or use the Media Service to advertise or otherwise promote sales of any goods and/or services in any other way which has not been coordinated with the Administrator.

2.7. When posting comments, the User shall undertake to abstain from placement of information, in text or any other form, that humiliates the honor and dignity, violates rights and freedoms of other users and/or third parties, stirs up interracial, ethnical or religious hostility, contains obscene words, knowingly false or defamatory information, violates intellectual property rights of third parties or in any other way violates the terms hereof or the current laws applicable to the present Agreement and/or in the host country of the User.

2.8. The User shall bear full responsibility for their actions in connection with posting comments (if the commenting feature is available in the Media Service) and hereby undertakes to settle disputes, claims and demands of third parties lodged in this connection on their own and at their own expense. In case of the Administrator being brought to responsibility for the comments or other information posted by the User the Administrator shall be entitled to take action to establish the location of and search for the User in order to involve such User as a co-defendant and/or compensate for the inflicted damage.

2.8.1. The User shall have the right to post a hyperlink (embed code) to a particular unit of the Content, which allows showing the Media Service media player with the opportunity to Access such unit of the Content in other websites on the Internet in such a way that storage and public disclosure of such unit of the Content should be implemented directly from the Administrator's server, and placement of such hyperlink in a third party website shall not entail actual placement of a copy of the Content unit in such website. To place a hyperlink, one should use the button "Share." The present provision hereof shall be effective exclusively for the units of Content, concerning which the Administrator has provided availability of such function. The media player being an integral part of the Media Service shall be covered by all requirements and other terms as provided herein.

2.9. The User shall hereby give their consent to receiving information materials including advertisements, push notifications from the Administrator in any way which is compliant with the current legislation and applicable to the Agreement, in particular via the interface of the Media Service, at any time, as well as via the User's email address, phone number or in another way.

The user has the right to refuse to receive such information in the following means: by self-deactivation the function of receiving the newsletters by going through the special link specified in the letter in the preferences of the e-mail with the informational materials; by sending an email to the Administrator at the email address specified in the "All Contacts" section on the Website at the following link: <https://megogo.net/contacts>; disabling the reception of push notifications in the settings of mobile devices; by blocking the reception of messages in instant messaging applications.

2.10. The User hereby gives their consent to the Administrator to use the phone number(s) of the User for the following purposes: (i) for communication with the Administrator; and/or (ii) for the performance of payment transactions in the Service (including, but not limited to the purposes set out in paragraph 2.11 of the Agreement); and/or (iii) for making calls, sending informational messages, in any way not prohibited by the current laws applicable to the Agreement.

The User shall have the right to refuse to further use of his/her phone number for communication with them (except in cases when the use of the phone number of the User is necessary to make payment transactions in the Media Service (Subparagraph (ii) of the Paragraph 2.10 of the Agreement) by calling and notifying the support service of the Administrator via the phone numbers placed (specified) in the interface of the Media Service.

2.11. The User hereby acknowledges that the Administrator shall have the right to request the phone number of the User for the purposes of payment security in the Media Service. In such case, the payment of the User in the Media Service for obtaining paid types of Access to the Content shall be possible only after the User provides the Administrator with the phone number of the User.

3. RIGHTS, OBLIGATIONS AND GUARANTEES OF THE ADMINISTRATOR

3.1. The Administrator shall undertake to grant the User access to the Media Service, in accordance with the procedure and on conditions provided for herein.

3.2. If the User violates the terms of this Agreement; and/or the rules of the promotion, organizer or partner of which is the Administrator; and/or the current law applicable to the Agreement, the Administrator shall have the right, at their own discretion and without special notices sent to the User, to restrict the User's access to the Media Service, certain Content units, other services provided by the Media

Service. By giving their consent to this Paragraph, the User shall relieve the Administrator of any kinds of compensation and disbursement for the Administrator's exercising of rights subject to this Paragraph of the Agreement.

3.3. The Administrator hereby notifies the User that the list of units of Content available to the User in the Media Service is changed on a daily basis, based on the terms and requirements of the rightsholders of the Content. In this regard, the Administrator shall be entitled to change the list and other characteristics of the Content, another information placed in the Media Service, as well as the functional parameters of the Media Service without special notice to the User. By giving consent to this paragraph, the User releases the Administrator from any kind of indemnifications and compensations for the implementation of the rights of the Administrator under this paragraph of the Agreement.

3.4. The Administrator shall have the right to apply any actions which do not contradict the current legislation applicable to the present Agreement, in order to prevent unauthorized access to the Media Service, the Content kept in it, destabilize the operation of the Media Service and other actions violating the rights and legitimate interests of the Administrator and/or Content copyright holders.

3.5. The Administrator provides the User with access to the Content for legal, individual non-commercial use, by the means specified in this Agreement. Allowing third parties to access the Content, including for group viewing and/or listening and/or other distribution (including, but not limited to, selling or otherwise alienating the User's account in the Media Service, reselling User promotional codes for Access to the Content), as well as the User committing other illegal actions (for example, making multiple (two or more times) returns of purchased and viewed Content) is a gross violation of the Agreement. The Administrator reserves the right to block without warning the Account of the User and/or Users who violate the terms of use (hereinafter - **"the Unscrupulous User"**) and/or to block the acceptance of payments by payment cards of the User and/or Users used to purchase Access to the Content in the Service, as well as, to protect the licensing rights of the Administrator and the holders of copyright and/or related rights to the Content posted on the Site, to stop providing the service, to limit and/or block the Access to the Content. The User who provides third parties with access to their Account shall bear the risk of possible claims from third parties to whom the User has provided access to their Account in bad faith, and shall settle all possible claims from such third parties by their own efforts and at their own expense, without involving the Administrator.

3.6. The User is hereby notified that in the event that violations of the Agreement and the procedure for using the Media Service are detected, the Administrator has the right to use all means to protect the violated right, including but not exclusively: contact law enforcement and judicial authorities in order to attract the Unconscientious User to civil, administrative, criminal liability for the offense committed.

3.7. The Administrator shall have the right to modify or delete any information materials, comments, and so on posted by the User at their own discretion and regardless of the notice of the User and without explanation in cases when such materials violate the rights of the Administrator, the copyright holders of the Content, third parties, and the current laws applicable to the Agreement. Thereat, the Administrator shall not be responsible for any damage that may be done to the User by such actions.

3.8. The Administrator shall have the right to envisage loyalty programmers, special offers as well as promotional offers for Users of the Media Service, with more detailed information on which to be found in the interface of the Media Service and/or user account of the User.

3.8.1. The promotional offers provided within the framework of a loyalty programmer can be served by the Administrator as well as by third parties, and thereat responsibility for the quality, functions and availability of the promotional offers of third parties shall be vested in such third parties exclusively.

3.8.2. In the cases stipulated by paragraph 3.8.3. of the Agreement, the Administrator shall have the right to cancel completely or partially the volume of the User's bonus points.

3.8.3. Bonuses given to Users within the loyalty program are valid during 1 (one) year from the day they are provided by Administrator and are cancelled the next day after the termination of their validity period. The number of current bonuses (within the validity period indicated in this clause) which can be used by User within the loyalty program are indicated in a User account as of the current date.

3.9. The Administrator shall reserve the right to modify and supplement the conditions of loyalty programmers, availability of gifts at any time and at their own discretion without any notices to the User. All these changes shall be displayed in the interface of the Media Service.

3.10. The Administrator shall have the right at their own discretion and without special notice to the User at any time limit access to the Subscription and/or Content accessed by the User while participating in the Promotion where the Administrator is the organizer or partner in case the User violates the rules (terms) of the Promotion and/or provisions of this Agreement.

3.11. The Administrator reserves the right to set discounts for the Service of paid access to the Content. The terms of discounts, their amount, and the list of Content for which the discounts apply may be changed by the Administrator at any time at their sole discretion without any notification to the User. All such changes shall be displayed in the interface of the Media Service.

3.12. The Administrator shall be entitled to establish age limit for Users while Accessing to the Content. Legal representatives of persons under the age specified by the Administrator shall ensure that access to such Content is restricted for persons under the appropriate age. The Administrator might notify about age restriction via informative badge on pages with the Content and/or via informative messages demonstrated to the User before the beginning of the watching of the Content and/or listening and/or otherwise accessing to a unit of the Content.

3.13. The Administrator does not perform preparatory moderation/checking of comments put by Users in the Media Service (if the commenting feature is available in the Media Service). The Administrator takes action directed towards the defense of the rights and legitimate interests only after the approach from the concerned person to the Administrator under the procedure outlined in this Agreement. The Administrator shall reserve the right to restrict or delete from the Media Service commenting feature without any notification of Users.

3.14. During the period of availability of the Content in the Media Service, the Administrator shall be entitled, without any consent of the User, to change the cost of the Content and shall be entitled, without any consent and/or notification of the User, to change the type of Access to the Content that is placed in the Media Service. In addition, after a certain period of time, the Administrator shall be entitled to provide Access to the Content without charging an appropriate monetary fee with or without combining the Content with advertising materials (Free Access to the Content).

3.15. The Administrator shall be entitled not to provide the User with an opportunity to make a payment in the Media Service for the paid types of Access to the Content if the User fails to provide the Administrator with the phone number of the User (as provided by paragraph 2.11 of the Agreement).

4. RESPONSIBILITIES OF THE PARTIES

4.1. In case of non-performance and/or improper performance of the terms of the present Agreement, the Party at fault shall be responsible in accordance with the current laws applicable to the Agreement. The Party at fault as regards non-performance and/or improper performance of its obligations hereunder shall compensate to the other Party all damages which are documentary confirmed as ensuing from such non-performance and/or improper performance.

4.2. The Administrator shall have the right, at any time and at their own discretion, to suspend, restrict or cancel the User's access to the Media Service or to its specific services, including but not limited to, in case of the User's breach of the terms of the present Agreement, the current legislation applicable to the Agreement, as well as in case if the Administrator has reasons to find the User's actions unfair, intended

to disrupt operability of the Media Service and/or such as could result in violations of rights and legitimate interests of the Administrator and/or Content copyright holders, harm their business reputation and so on. In case if cancellation/restriction/suspension of access to the Media Service take place through the fault of the User, including as a result of the above said actions, the money paid by the User for Access to the fee-paying Content shall not be subject to refund. The Administrator shall not be responsible for any damage that can be done to the User by such actions.

4.3. The User shall be responsible on their own for their actions related to the use of the Media Service, posting of comments and other information in the interface of the Media Service.

4.4. The User shall understand and agree that:

4.4.1. Access to the Media Service, including access to the Content, other services, is provided “as is” and the Administrator cannot guarantee that they will meet the User’s expectations.

4.4.2. The Administrator shall not be responsible to the User for the subject matter of the Content or other information placed at the Media Service by the Administrator, other Users or third parties. All responsibility for the subject matter of the Content shall be borne by its copyright holders, and for the content of other information placed on the Media Service — its Users or third parties who have placed such information.

4.4.3. The Administrator shall not be responsible for the contents, accuracy and reliability of advertising information placed at the Media Service, and for the quality of the goods/works/services being advertised.

4.4.4. In cases beyond the control of the Administrator, the Administrator shall not be responsible for any technical failures, delays in processing or transfer of data, delays in payment for the services of fee-paying Access to the Content, unauthorized Access by third parties to the Content. The Administrator shall not guarantee error-free and failure-free operation of the Media Service and by default shall not be responsible for the damage inflicted on the User by hardware or software technical failures that occurred not on the side of the Administrator and are beyond the reasonable control of the Administrator.

4.4.5. If the User violates the terms of this Agreement and/or the applicable laws of the country where the User is located, the Administrator shall not be responsible to the User or any third parties for any direct, indirect, accidental damage, including loss of profit, harm to honor, dignity or business reputation which has emerged in connection with the use of the Media Service, including by accessing the Content or using other services provided through the Media Service.

In any case, the Parties shall accept and agree that the amount of possible compensation by the Administrator for the losses incurred by the User related to the use of the Media Service is limited to the amount of actually caused and documented damage, which is reimbursed based on the court decision that came into legal force.

4.4.6. In case of any claims and complaints as well as any other demands lodged with the Administrator and/or a third party in relation to the use of the Media Service by the User or a third party from the User’s account, the User shall undertake to settle the above said claims/complaints/demands by their own efforts and at their own expense, and compensate in full all costs and losses suffered by the Administrator.

4.4.7. The Administrator shall not be responsible in any way for accessibility and contents of third party websites on the Internet, the jumping to which is made by way of hyperlinks placed in the interface of the Media Service, as well as for any consequences ensuing from using such websites.

4.4.8. The Content shall be placed at the Media Service in Russian and/or in other languages with dubbing/translation/soundtrack/subtitles or without any of the aforesaid, at the option of the Administrator and, in accordance with the rights of the Administrator, to the language versions of the Content from the rightsholders to such Content. The User shall accept and agree to watching and/or listening to the Content in the language version available at the Media Service.

The User hereby undertakes to refrain from making any claims and/or demands to the Administrator regarding the availability of any unit of Content in the Media Service to be translated and dubbed into Russian.

4.4.9. Access to watching TV channels is implemented by their broadcasting, (making available to the public), and in this connection the Administrator shall not be responsible for the quality of broadcasting, emergence of technical failures or noisy signal when watching a TV channel, and other factors that make the quality of broadcasting deteriorate, as well as for the content of TV channels. The Administrator shall not be responsible for changes in the broadcasting of TV channels and/or their non-availability for any reason. TV channels may contain but shall not be limited to advertising and announcement materials, which are placed directly by the rightsholders of such TV channels.

4.4.9.1. The User is hereby notified that access to watching certain TV channels may be limited in time according to the applicable legislation of the country of the location of the User or the legislation applicable to the Agreement.

4.4.10. The Administrator shall not use the account data of the Users for any unlawful purposes and guarantees non-disclosure of such data. Disclosure by the Administrator of information about the User at the request of the government, regulatory authorities, law enforcement agencies, or judicial authorities, in cases where the disclosure of such information is the obligation of the Administrator and/or failure to provide such information may result in bringing the Administrator to legal responsibility under the current legislation applicable to the Agreement, shall not be considered a violation of this condition of the Agreement.

5. USER REGISTRATION

5.1. To pay for One-time Access, Access by subscription, Access to TV channels, other fee-paying kinds of Access, grading the units of Content, posting comments (if the commenting feature is available in the Media Service), and participation in loyalty programs, etc., the User shall undertake to register with the Media Service by creating their own user account (hereinafter the Account).

5.2. Depending on the registration form defined by the Administrator on the Sites and/or Devices, registration or subsequent authorization to the User's account in the Media Service may be carried out in one of the following ways: by entering the User's e-mail address (login) and password in the Media Service (provided that the Media Service interface allows registration by e-mail), or by using the User's phone number or e-mail to receive a one-time code (password) that is valid for one or more authentication sessions and can be used by the User within a limited period of time, or by using the User's account in social networks, the list of which is provided on the User's registration page.

5.3. The User is hereby informed that creation of more than one user account for one email address (login) is not permitted.

5.4. In case of payment for One-time Access, Access to TV Channels, Access by Subscription, other fee-paying kinds of Accesses to Content via software applications MEGOGO in SMART-TV, user registration is not required. The User is suggested to undergo the registration procedure only if the User is trying to get Access the Contents paid via software application MEGOGO in SMART-TV, from other devices.

5.5. Further entry into the User's registered account takes place via account authorization.

5.6. The User shall be responsible for, and independently take action to ensure safety of their user account with the Media Service, including the control of the email address (login) specified in the user account, the safety of login and password. The User shall be fully responsible for all actions performed with the application of the User's account as well as for any consequences resulting from such use. The User shall undertake to inform the Administrator immediately of any cases of unauthorized use of the User's account by third parties.

5.7. The User shall undertake to abstain from selling, or otherwise disposing of or giving into the use of third parties and the like, of their user account at the Media Service and/or data that can provide access to such account.

5.8. In case of loss of information and/or inability to log in to your account, the User can restore access by entering their e-mail address or phone number (login), which was used to register in the Media Service, to which an e-mail (text message) will be automatically sent with a one-time code (password) that is valid for one or more authentication sessions and that can be used by the User within a limited period of time.

5.9. The User has been informed that for various countries the list of Content available for watching may differ and when he makes payment for fee-paying access to watching the Content in one host country, the Administrator cannot guarantee availability of this list of Content if the User wants to use their account in another host country.

6. PROVISION OF ACCESS TO THE CONTENT

6.1. The Administrator shall provide the User with services of Access to the Content on the following conditions:

6.1.1. Free Access to the Content shall denote the provision of the Administrator of Access for the User to the Content free of charge.

6.1.2. Free Access to the Content combined with advertising materials shall denote the provision of the Administrator of Access for the User to the Content free of charge, but on condition of combining the Content with advertising materials.

6.1.3. One-time Access to the Content shall denote the provision of the Administrator of Access for the User to the Content unit selected by such User within a chosen period when access is effective, for a one-time fee. The beginning of the term of such Access is calculated as from the payment proceeding by the User and the fact of making payment for such service has been reflected in the electronic payment system of the Administrator or after the period of time as specified in the terms of granting Access. By the term of effect, **One-time Access** is divided into two types: the first one entitled "**Lease**" and the other entitled "**Forever**".

The "**Lease**" term of effect suggests Access to the Contents for an unlimited number of times but within a limited period of time which is measured in calendar days at the option of the Administrator (the specified term is usually set to the Administrator by the owner of such Content), which is specified in the interface of the Media Service. The User is aware of that pause, stop or reset of paid Content unit do not extend the period of time which the User has for Accessing such a unit of Content.

The "**Forever**" term of effect suggests Access to the Contents for an unlimited number of times and in a period of such Access exists on the Media Service, or for the period that, as a general principle, established to the Administrator by the owner of such Content, within which the Administrator shall have the right to provide such Access.

When selecting the type of access to watching the Content the User shall also have the opportunity (if provided) to select the Content video quality – standard (SD), high (HD), or ultra-high (UHD). The cost of One-time Access to watching the Content may differ depending on the term of effect of such access, the Content video quality and other factors.

6.1.4. Access by subscription shall denote the provision of the Administrator of Access for the User to the list of Content units determined by the Administrator within the effective period of the Access by subscription in accordance with the regulations, restrictions and technical requirements specified herein. There at the Administrator shall have the right to provide several kinds (types) of Access by subscription

within the framework of the Media Service. The effective term of Access by subscription shall be measured from the moment of the payment of the User for it and representation of the fact of payment for such service in the electronic payment system of the Administrator or from the moment of entering the Access Code (ID) in the Account of the User. You can find more detailed information on the types of Access by subscription in the interface of the Media Service. Regarding some Content included in the "Access by Subscription" service, the Administrator shall have the right to place advertising, informational, and/or announcing materials together with such Content, including, but not limited to sponsor advertising.

6.1.5. Access to TV channels shall denote the provision of the Administrator of Access for the User to TV channels which the Administrator has divided into packages, and such service can also include Access to watch collections of Content units structured for the User's convenience in M-playlists (as detailed in clause 6.1.6 of the Agreement). There at the Administrator shall have the right to provide several kinds (types) of Access to TV channels within the framework of the Media Service. The effective term of Access to TV channels shall be measured from the moment of the payment of the User for it and representation of the fact of payment for such service in the electronic payment system of the Administrator or from the moment of entering the Access Code (ID) in the Account of the User. You can find more detailed information on the TV channel packages available, their content, the cost of access and other information regarding such service in the interface of the Media Service.

The Administrator provides access to individual TV channels, including as a distributor of a service that provides TV channels using FAST technology (Free Ad-Supported TV). The Administrator is not responsible to the Users and right holders for the specified TV channels, their content, their broadcasting in different territories, for the advertisements placed in them, the compliance of the content and advertising with the legislation of various territories, as it acts solely as a distributor and does not exercise editorial supervision. All claims regarding such TV channels, broadcasting, their content, advertising, are presented to the owners of services that provide TV channels using FAST (Free Ad-Supported TV) technology.

6.1.6. Access to selections shall denote the Administrator's providing the User with the opportunity to Access to thematic collections of Content units, which, including, but not limited to, are united and structured into playlists at the option of the Administrator, entitled as "M-playlist." Access to Content in M-playlists is possible both in the sequence suggested by the Administrator and in any sequence and from any minute of the Content duration, at the option and at the discretion of the User. At the option of the Administrator, Access to M-playlist can be either free of charge or fee-paying (including, but not limited to combining with viewing promotional and announcement materials), and it can also be provided in combination with other kinds of fee-paying Access to the Content. Depending on the territory of the User's location, in the interface of the Media Service, M-playlists may also be called "Interactive Channels".

6.1.7. In respect of certain Content units (at the discretion of the Administrator) to which One-time Access or/and Access by subscription are provided, the User might be granted a possibility to download Content unit or several Content units into the memory of the Device for purpose of obtaining possibility of Access to Content without internet connection. Access to such Content units shall be granted solely via MEGOGO application, without possibility of further copying and with technical restriction of possibility of Accessing during the validity period of One-time access or/and Access by subscription stipulated in the Media Service. This feature shall be accessible on the Devices with support of technical measures of the copyright protection (DRM). Taking into consideration the fact that the right holder may at any time revoke the rights of the Administrator to the specified Content download function (both upon expiration of the rights to the Content and before the end of the specified period), the Administrator shall not be liable to the Users for these actions.

6.1.8. Regarding certain Content units (at the discretion of the Administrator) that are audiobooks (voiced literary works (books) recorded as an audio file (phonogram) in electronic digital form), Access to such audiobooks (One-time Access and/or Access by Subscription) shall be provided exclusively through MEGOGO software applications functioning on mobile devices with "iOS" or "Android" operating systems.

6.1.9. The User may be restricted in Access to the Content, in the Profile in connection with the age preferences specified by the User in such Profile. To obtain Access to Content that does not correspond to the age preferences of the Profile specified by the User, the User must change the Profile of using the Media Service and / or the age preferences of the Profile used by the User. The Administrator is not responsible for the fact that the User will not get Access to some units of Content, which happened due to the age preferences of the Profile set by the User.

6.2. Services in fee-paying Access to the Content shall be provided to the User in accordance with the order, and on conditions as specified below:

6.2.1. Fee-paying Access to the Content can be provided to the User if such User makes a corresponding payment for the fee-paying Access to the Content, unless otherwise provided in loyalty programmers, special offers and so on. The Administrator shall have the right to stipulate the requirement for the User to register at the Media Service in order to pay for Access to the Content.

6.2.2. Fee-paying Access to the Content can have a different cost and can grant Access to various kinds of fee-paying Access to the Content that can be offered to the User at the option of the Administrator in packages of several items or one at a time. The cost of fee-paying Access to the Content, the methods and other conditions of payment are specified in the corresponding sections of the Media Service interface.

6.2.3. The Administrator may establish access restrictions, including, but not limited to watching the paid Content from several Devices simultaneously (as specified in more detail in paragraph 11.4. of the Agreement).

6.2.4. In case of impossibility, through the fault of the Administrator, to provide Access to the service of fee-paying Access the Content, selected and paid for by the User, within more than one day but less than 30 (thirty) calendar days from the date of payment for the corresponding Content, the Administrator shall extend the term of the User of Access to such Content, following the written request of the User, for the corresponding period (if such opportunity is available) or refund the paid amount to the User. The User shall send a request to the email address of the Administrator as specified in Paragraph 14.9. of the present Agreement.

6.2.5. The cost of fee-paying Access to the Content and the list of such Content available to the User can be modified by the Administrator at any time at their own discretion without any notices hereof sent to the User.

6.2.6. By making payment for fee-paying Access to the Content, the User has been informed of, and shall agree that:

6.2.6.1. Subject to the terms of the present Agreement, the User and the Administrator shall confirm and agree that the Services in provision of fee-paying Access to the Content shall be recognized to have been provided at the time of the payment of the User for such services, or at the moment of promo code activation (if Access is provided by means of a promo code), unless otherwise stipulated by the Agreement. The cost of paid Access services includes all expenses incurred by the Administrator in connection with the fulfillment of obligations under this Agreement.

6.2.6.2. The service shall be recognized to have been provided by the Administrator in due manner and in full regardless of whether the User has used the granted Access to the Media Service, except for cases envisaged in Subparagraph 6.2.4. of the present Agreement. This clause shall be applicable to cases of payment proceeding for Fee-paying Access to the Content jointly with services/products of third persons.

6.2.6.3. Upon expiry of the term of fee-paying Access to the Content, such Content shall become unavailable for the User.

6.2.6.4. The payment for the fee-paying Access (except for One-time Access) can be made without the direct participation of the User but following their prior consent and on a permanent basis by way of automatically writing off money from a bank account or from an account in the User's electronic payment system and so on, subject to regulations and conditions of the bank and/or payment system, provided that cash assets are available in such account. This Paragraph shall be the User's consent to contractual writing-off of cash assets from their account by their servicing bank, when the option "automatic prolongation" is selected in their user account and/or when connecting any of the types of fee-paying Access (except for One-time Access). Automatic writing-off of cash assets for fee-paying types of Access to the Content, except for One-time Access, shall take place systematically, in accordance with the Access duration selected by the User, regardless of the expiring term of the previous Access of the User, before the beginning of provision of such service in any type of fee-paying Access (except for One-time Access), as a general principle, on the day preceding the day of termination of the paid Access (unless otherwise provided by the Agreement), in the amount of the cost of such Access. In the amount of the cost of such access. In this case, the fee-paying Access Service (except for One-time Access) shall be deemed provided at the start of the paid period of the fee-paying Access. In case of an unsuccessful attempt to charge funds from the account of the User at the time of the automatic prolongation, automatic write-off can be repeated until it be successful write-offs from one of the saved payment cards of the User available in the Account of the User at the time of such debit. The user can at any time cancel automatic write-offs in the order specified in subparagraph 6.2.8.1. of the Agreement. The next time period (term) of fee-paying Access to the Content shall be equal to 30 (thirty) calendar days at the corresponding cost of such Access for 30 (thirty) calendar days at the moment of automatic prolongation. You can find more detailed information on payment for fee-paying access by way of automatic writing-off in the interface of the Media Service.

6.2.6.5. In case of changes in the cost of fee-paying Access (except for One-time Access), the Administrator shall notify thereof the User, who has paid for such Access, by way of showing the corresponding changes in the interface of the Media Service and/or by sending an appropriate notification to the email of the User (if any).

6.2.6.6. The duration of the fee-paying Access (except for One-time Access) may be different periods (at the discretion of the Administrator):

6.2.6.6.1. One, two, three, or more months of the fee-paying Access. In this case, one month of the fee-paying Access is equal to 30 (thirty) calendar days, two months are equal to 60 (sixty) calendar days, three months are equal to 90 (ninety) calendar days, etc. The number of months of the fee-paying Access shall be multiplied by 30 (thirty) days to determine the number of days of the fee-paying Access for tariffs defined in months (unless otherwise provided by this Agreement).

6.2.6.7. One, two, or more years of the fee-paying Access. In this case, one year of the fee-paying Access is equal to 365 (three hundred and sixty-five) calendar days, two years are equal to 730 (seven hundred and thirty) calendar days, etc. The number of years of the fee-paying Access is multiplied by 365 (three hundred sixty-five) days to determine the number of days of the fee-paying Access for tariffs defined in years (unless otherwise provided by this Agreement).

6.2.7. With respect to the "Access by subscription" service, the Administrator shall have the right to recalculate the User's access period to certain subscriptions based on the commercial value of such subscriptions. Recalculation is carried out in the following order: if the User has an active recurring subscription under the conditional name "A" and buying another recurrent subscription under the conditional name "B", the recalculation takes place, based on the cost and the remaining term of the subscription "A" purchased by the User to subscription "B". Based on the purchase price of subscription "A", the cost of one-day subscription is calculated. The remaining number of days of subscription "A" is multiplied by the cost of one day of subscription (based on the regular cost of one month of subscription), which is equal to the balance of money on subscription "A". Next, the calculation of the cost of one-day subscription "B". The rest of the cost of subscription "A" is divided by the cost of one-day subscription "B" - as a result, the number of days that are added to the period of subscription "B" appears.

Regarding certain types of Access by subscription (including, but not limited to an Access by subscription that is obtained: (i) through promotional code activation, (ii) through User participation in a promotion, (iii) through User activation of Access by subscription when using telecom operator services) the Administrator shall have the right not to summarize the validity period of such subscriptions.

6.2.8. The special offers of the Administrator (including a promo code usage) may include the condition of automatically prolonging the provision of the Access to Content the service for the next period at regular cost. The User shall have the right to refuse this service in providing Access to the Content and automatic prolongation, by way of controls in their user account (more details shall contain the subparagraph 6.2.8.1 of the Agreement). Thereat, in relation to the services of paid access to the Content (Access by subscription), it can be established that, if the User refuses to automatically prolonging, the special offer expires at the time of such refusal, without subsequently returning to the User the money that he paid for the provision Access to the special offer of the Administrator. You can find more detailed information on the Administrator's special offers in the interface of the Media Service.

6.2.8.1. The User shall have the right to cancel the renewal of the Access by subscription service at any time. To do this, the User have to click on the "Unsubscribe" button in the "Subscription management" section of the Account of the User and follow the instructions provided in the Media Service. The Access by subscription service shall be terminated for a particular User as of the day following the last day of the paid period; no charges shall be made to the bank card of the User for the next period of the Access by subscription service.

In cases where the User have ordered the Access by subscription service via the MEGOGO app on an iOS mobile device, the User may cancel the Access by subscription service via the App Store on the Internet in accordance with the instructions posted at: <https://support.apple.com/en-euro/HT202039> or on the iOS operating system screen to which the User can access from the MEGOGO app on the mobile device.

In cases where the User have ordered the Access by subscription service via the MEGOGO app on a mobile device running on the Android operating system, the User may cancel the subscription access service via Google Play (Subscriptions section) in accordance with the instructions that can be found at: <https://support.google.com/googlenews/answer/7018481>, or on the Android operating system screen to which the User can access from the MEGOGO app on the mobile device.

6.2.9. The User shall understand and agree to the necessity of paying additional fees to third parties ensuring making of payments for One-time Access or for other fee-paying kinds of Accesses to the Content. The amount of fee for every method of paying for Access to the Content can vary depending on the selected method of payment.

User agrees and authorizes any currency conversion and agrees to any applicable fees through the card-issuing bank of the User that shall be required due to the currency applied by the Media Service to the bank card of the User.

6.2.10. The Administrator within the framework of the Media Service may provide to the User additional service – **"Pre-order"**, which constitutes with the provision to the User opportunity to pay for One-time Access to the Content in respect of a certain unit of the Content with due advance, until the moment of appearance of this unit of the Content in the Media Service, on the following conditions:

6.2.10.1. The date of appearance of such unit of the Content in the Media Service, Access to which the User purchases within the Pre-order service, may be indicated by the Administrator in the announcement with information about the possibility to use this service. At the same time, the Administrator has the right to postpone the date of appearance of such unit of the Content in the Media Service, publishing information about it in the Media Service or not to specify such date in the case of absence of information from rightsholders regarding the release date of such unit of the Content;

6.2.10.2. The User shall pay the cost of One-time Access to the Content;

6.2.10.3. Making the payment within the Pre-order service, the User fully accepts the terms of this Agreement and is aware that the Administrator provides Access to unit of the Content paid for within the Pre-order service not earlier than the time specified in the Pre-order service announcement or not earlier than the date of the appearance of the Content in the Media Service, which was agreed with the respective copyright holder. The Administrator reserves the right to change at any time the anticipated time frame in which the Content becomes available for the first time in the Media Service by using the Pre-Order service;

6.2.10.4. The Administrator reserves the right at any time prior to the date of the beginning of the provision of Access to the Content purchased under the Pre-order service, to revoke the Access of the User to such Content with the returning of the value of the Content which was paid by the User under the Pre-order service to the User;

6.2.10.5. The User has the right to refuse the specified Pre-order service, having addressed with the corresponding requirement to the support service of the Media Service at any time before the date of the first appearance of Content in the Media Service, Access to which was paid by the User within the Pre-order service. The Administrator shall return to the User the value of the unit of Content paid by the User within the Pre-order service in the period up to fourteen (14) business days.

The User hereby acknowledges and agrees that on the day when the Content becomes available for the first time in the Media Service, the service for providing Access to such Content is considered to be provided by the Administrator in its entirety.

6.2.11. The whole of the Administrator's special offers which are aimed at providing a possibility for new Users to receive Access by subscription or/and One-time Access to the Content at first time might be used by each new User at most once (a "New User" shall mean a User who have not previously had an active Access by subscription Service and/or One-time Access to the Content, respectively, in this (current) and in any other account in the Media service). Reuse of aforesaid special offers shall be treated as an infringement of the Agreement and the Administrator shall be entitled to block the Access by subscription or/and One-time Access to the Content relating to the certain unit of Content for such User. For the purpose of tracking reuse of special offers the Administrator shall be entitled to exploit data provided by Users while using the Media Service, including, but not limited to, the User's payment data.

6.2.12. The Administrator shall make settlements with the User independently or with the involvement of third parties (partners/commission agents/agents), etc.

6.3. Filling in the Media Service the data of their bank card to pay for the services, the User gives unconditional consent to the Administrator to store the encrypted token card (unique digital identifier) by the Administrator with which the User can continue to pay for the services in the Media Service without the need to enter banking payment data cards.

6.3.1. For the purpose of checking the bank card (when added by the User to his/her account in the Media Service), the Administrator shall have the right to offer the User a preliminary check of the bank card as available for payments, including, but not limited to, without purchasing the services of Access to the Content. During the above-mentioned bank card verification (without purchasing the services of Access to the Content), the sum of money necessary for the preliminary bank card validity check can be temporarily withheld. The terms of return from the moment of withholding the specified amount shall be determined by the bank that issued the bank card of the User, and shall not depend on the Administrator.

6.4. Provision of the User with Access to the Content via the Media Service shall also be possible if such User activates an access code (a promo code) by entering such a promo code in the corresponding field of the Media Service. In this case, the following subparagraphs shall be at the discretion of the Administrator:

6.4.1. the activation of a promo code is possible only after the User passes the registration procedure in the Media Service and creates an account (via phone number or e-mail), and/or

6.4.2. a promo code can be activated only after adding the bank card of the User and/or phone number, and/or e-mail address to the account of the User, and/or

6.4.3. a promo code can be activated only after adding the bank card of the User to the account of the User. The User is hereby informed that the auto-renewal service (as described in more detail in paragraph 6.2.6.4. of the Agreement) is automatically activated at the moment the User adds the specified bank card, and/or

6.4.4. promotional code activation is possible only for new Users.

A "new User" means a User who has not previously had an active subscription-based Access service in this (current) or any other **account** in the Media Service.

The Administrator is entitled not to provide Access to the Content using promo codes if the User has not taken the actions stipulated in the 6.4.1. - 6.4.4 subparagraphs of the 6.4 paragraph of the Agreement.

6.5. The cost of Access to the Content (One-Time Access or Access by subscription) shall be indicated for the User (including on the pages of the Media Service with the corresponding Content and/or on the Account of the User page). The specified cost may vary for the same Access to the Content depending on the device of the User through which the User acquires Access to the given Content, the quality of the Content, the experience of the User, and/or other conditions. When defining the User experience, the Administrator shall have the right to use the following criteria, including but not limited to: the period of using the Service, the nature and quantity of purchases made by the User in the Service, the total amount of time the User spent viewing the Content units in the Service, as well as other criteria at the discretion of the Administrator.

The User shall determine the Device from which the payment for the Access to the Content shall be made at their sole discretion. If the cost of the Access on this Device differs from the cost of the Access on another Device at the time of payment, the User shall be entitled to choose the Device from which he/she will make the payment.

6.6. To activate the Access to Services code, which may be purchased by the User from the partners of the Administrator (including, but not limited to retail chains, retail stores, online stores, in other distribution networks), the Administrator may require the User to present the document confirming that such User has paid for the Access code (for example, a receipt, cash voucher, bill of lading, act of acceptance and transfer etc.). At the same time, the User must activate the Access to services promotional code no later than 365 (three hundred and sixty-five) calendar days from the date of payment for the corresponding Access code. The countdown of the activation period of the Access to services promotional code starts from the date of payment of the corresponding Access code, which must be specified in the document provided by the User to confirm the payment.

6.7. The Administrator hereby notifies the User that the names of the buttons and sections of the Media Service specified in this Agreement may be renamed at the discretion of the Administrator without any notification or consent of the User. Unless otherwise expressly determined by the Administrator, the said changes shall not affect the relations of the Parties and the functionality of such buttons and/or sections.

6.8. In addition to the Accesses specified in this paragraph of the Agreement, the Administrator may also provide Access to the Content through various partnerships (hereinafter the Partner Access). The Partner Access is a service provided by the Administrator together with and/or through partners of the Administrator (including, but not limited to Communications service providers, communications providers, etc.), which has the characteristics of a particular Access to the services in the Media Service. The list of Content of such Partner Access service available to the user, its name on partner resources, cost, the term (period) of Access, and payment procedure may differ from similar Access services in the Media Service. Any User that is provided with the Partner Access Service shall be deemed a User under

this Agreement. For the avoidance of doubt, the Administrator shall not be liable to Users for the content, form, and reliability of the information (materials) provided through partner resources.

7. PROVISION OF ACCESS TO TELEVISION AND RADIO BROADCASTING ON THE TERRITORY OF THE REPUBLIC OF UZBEKISTAN

7.1. Exclusively within the territory of the Republic of Uzbekistan, the provision of television and radio broadcasting network services (transmission) is carried out by Foreign enterprise Limited Liability Company «MEGOGO», a legal entity registered and operating in accordance with the legislation of the Republic of Uzbekistan (registration number: 533509, address of location: Republic of Uzbekistan, 100029, Tashkent city, Mirabad district, 15, Chimkent str. (hereinafter the Foreign enterprise MEGOGO LLC).

The activity of Foreign enterprise MEGOGO LLC in providing television and radio broadcasting network services (transmission) is based on:

- 1) license for the design, construction, operation, and maintenance of telecommunications networks No. 383399 dated 05.09.2024, issued by the Ministry of Digital Technologies of the Republic of Uzbekistan, license register number – 151, authorized activity: provision of television and radio broadcasting network services (transmission);
- 2) a license for the design, construction, operation, and maintenance of telecommunications networks No. 383367 dated 05.09.2024, issued by the Ministry of Digital Technologies of the Republic of Uzbekistan, license register number – 152, authorized activities: operation of data transmission networks and provision of data transmission network services.

7.2. The television and radio broadcasting network services (transmission) provided by Foreign enterprise MEGOGO LLC are integrated into the Media Service.

7.3. The television and radio broadcasting network services (transmission) provided by Foreign enterprise MEGOGO LLC shall mean Access to TV Channels, which are formed by Foreign enterprise MEGOGO LLC into packages and may include Access to M-playlists.

7.4. Integration of television and radio broadcasting network services (transmission) provided by Foreign enterprise MEGOGO LLC means, among other things, their inclusion in the subscription-based Access service.

7.5. At the same time, the functions of the Administrator of the Media Service and interaction with the User on any issues within the territory of the Republic of Uzbekistan are performed by the Administrator in accordance with the provisions of this Agreement.

8. PROVISION OF ACCESS TO TELEVISION AND RADIO CHANNELS ON THE TERRITORY OF THE REPUBLIC OF KAZAKHSTAN

8.1. Exclusively on the territory of the Republic of Kazakhstan, the provision of services for the distribution of television and radio channels is carried out by MEGOGO Kazakhstan LLP, a legal entity registered and operating under the legislation of the Republic of Kazakhstan (Business Individual Number: 150840017489, address: Republic of Kazakhstan, Almaty, Medeu district, Dostyk avenue, 128, office 7) (hereinafter - “MEGOGO Kazakhstan LLP”), based on the license of the Information Committee of the Ministry of Information and Social Development of the Republic of Kazakhstan No. 22008657 for activities on distribution of television and radio channels.

8.2. TV and radio channel distribution services provided by MEGOGO Kazakhstan LLP are integrated into Media Service.

8.3. Services for the distribution of television and radio channels provided by MEGOGO Kazakhstan LLP mean Access to TV channels that are formed by MEGOGO Kazakhstan LLP into packages and may include Access to M-playlist.

8.4. Integration of services for the distribution of television and radio channels provided by MEGOGO Kazakhstan LLP means, among other things, their inclusion in the Access by subscription service.

8.5. At the same time, the functions of Administrator of the Media Service and interaction with the User on any issues on the territory of the Republic of Kazakhstan are performed by the Administrator in accordance with the provisions of this Agreement.

9. PROVISION OF ACCESS TO THE CONTENT ON THE TERRITORY OF THE REPUBLIC OF LATVIA

9.1. On the territory of the Republic of Latvia, Access to the Content is provided by the Limited Liability Company «MEGOGO» (SIA «MEGOGO»), a legal entity registered and operating in accordance with the laws of the Republic of Latvia (registration number: 40103584725, address: Jūrmala, Kuģu iela 10, LV-2010 (hereinafter referred to as «SIA «MEGOGO»)).

The activities of SIA «MEGOGO» regarding the provision of Access to certain Content are carried out based on:

- 1) permission for rebroadcasting from the National Electronic Mass Media Council of Latvia (hereinafter referred to as the Council) No. RR-43, issued by Council decision No. 46 of February 13, 2014, for rebroadcasting and distribution of programs in public electronic communication networks, and
- 2) decision of the Council No. 144 of July 24, 2013, on the inclusion of services provided by SIA «MEGOGO» in the register of audiovisual services on demand.

9.2. As a rebroadcaster and distributor of TV programs, SIA «MEGOGO» provides Users with Access to TV channels, which are formed into packages by SIA «MEGOGO» and may include Access to M-playlists.

9.3. As an on-demand audiovisual service provider, SIA «MEGOGO» provides Users with Access to audiovisual programs from a formed catalog of programs (including movies, cartoons, series, shows).

9.4. The services of rebroadcasting of TV channels and Access to audiovisual programs from the formed catalog, provided by SIA «MEGOGO», are integrated into the Media Service.

9.5. The integration of services for rebroadcasting TV channels and Access to audiovisual programs from the formed catalog, provided by SIA «MEGOGO», includes, in particular, their inclusion in the Access by subscription service.

9.6. At the same time, the functions of the Media Service Administrator and interaction with the User on any issues on the territory of the Republic of Latvia are performed by the Administrator in accordance with the provisions of this Agreement.

10. PROVISION OF ACCESS TO THE CONTENT IN THE TERRITORY OF THE REPUBLIC OF AZERBAIJAN

10.1. In the territory of the Republic of Azerbaijan, Access to the Content is provided by the Limited Liability Company «MEGOGO», a legal entity registered and operating in accordance with the laws of the Republic of Azerbaijan (registration number (VÖEN:) - 1503651841, address: Republic of Azerbaijan, AZ1008, Baku city, Narimanov district, Karabakh, house 22) (hereinafter referred to as «LLC «MEGOGO»)).

The activities of LLC «MEGOGO» regarding the provision of Access to certain Content are carried out based on:

- 1) the special license No. UPO-045 dated July 9, 2024, issued by the Audiovisual Council of the Republic of Azerbaijan, for the activities of LLC «MEGOGO» as a universal platform operator, regarding the rebroadcasting of TV and radio channels by LLC «MEGOGO», and
- 2) the special license No. SYP-004 dated July 9, 2024, issued by the Audiovisual Council of the Republic of Azerbaijan, for the activities of LLC «MEGOGO» as a provider of on-demand broadcasting services regarding the provision of Users with Access to audiovisual programs from the formed catalog of programs.

10.2. As a provider of on-demand broadcasting services, LLC «MEGOGO» provides Users with Access to audiovisual programs from a formed catalog of programs (including movies, cartoons, series, shows).

10.3. As a universal platform operator, LLC «MEGOGO» provides Users with the service of rebroadcasting TV and radio channels, which means Access to a list of TV channels and may include Access to M-playlists.

10.4. The services of rebroadcasting TV and radio channels and Access to audiovisual programs from the formed catalog of programs, provided by LLC «MEGOGO», are integrated into the Media Service.

10.5. The integration of services for rebroadcasting TV and radio channels and Access to audiovisual programs from the formed catalog of programs, provided by LLC «MEGOGO», includes, in particular, their inclusion in the Access by subscription service.

10.6. At the same time, the functions of the Media Service Administrator and interaction with the User on any issues within the territory of the Republic of Azerbaijan are performed by the Administrator in accordance with the provisions of this Agreement.

11. TECHNICAL REQUIREMENTS

11.1. Access to the Media Service shall be granted with consideration of the technical requirements envisaged in the present Agreement and in the interface of the Media Service.

11.2. The Access to the Media Service is provided to the User by way of Devices which the User adds (connects) to their Account on the Media Service.

11.3. The User agrees and accepts that Services may not be available (have limited functionality) when using Devices which do not comply with the technical requirements for the use of the Media Service, and/or when using non-updated (or which cannot be updated) versions of MEGOGO software applications, and also if there are other restrictions envisaged by the Administrator and/or the rightsholders of the Content. The list of the connected Devices can be modified by the User in their user account. All Devices added (connected) by the User to his/her Account will be deemed connected. The five most recently added and/or used Devices in the Account of the User are deemed to be the connected Devices through which the User is provided with Access to the Media Service.

11.4. The User hereby acknowledges that they are entitled to access the Content using **no more than five (5) simultaneous streams (video/audio streams of units of the Content)** per one Account of the User. As for certain Content units, including, but not limited to TV channels and sports content, the number of streams **(video/audio streams of the Content units)** used simultaneously may be limited by the Administrator, including, but not limited to, exclusively in accordance with the requirements of the respective right holder of such Content units, and be less than five (5) simultaneous streams **(video/audio streams of Content units)** per one Account of the User, which is indicated in the interface of the Media Service.

11.5. The Administrator shall establish technical means for protection of the Content from unauthorized access and/or other actions which are prohibited under the present Agreement or the current legislation applicable to the Agreement.

11.6. For Access to the Content at the Media Service by way of a Device the User should have corresponding software installed which allows playback of the Content. The User hereby agrees that Access Services may not be provided from Devices that use unofficial and/or unlicensed software applications, operating systems, etc., to access the Media Service. If the User fails to comply with the abovementioned condition, the funds for the paid Access services shall not be refunded.

11.7. The quality of Accesses to the Content depends on the speed of the Internet connection and other criteria, including the model of the Device used, on which the Administrator shall inform the User.

11.8. All issues concerning purchase of Internet access rights, purchase and adjustment of corresponding Devices and software applications shall be settled by the User on their own. Such issues do not fall within the scope of the present Agreement, and the Administrator shall not be responsible for such actions on the part of the User or third parties.

11.9. To avoid discrepancies, the Administrator hereby informs the User that due to the obligations of the Administrator to the rightsholders of the Content and/or technical requirements, regarding certain items of the Content, the Access to view which was purchased by the User on one Device, may not be available for viewing on another Device.

11.10. The Administrator shall not be responsible for any damage to equipment or software of the User or another person emerging due to or in connection with the use of the Media Service.

12. USER ACCOUNT (ACCOUNT)

12.1. After registration with the Media Service in accordance with the procedure as prescribed in Chapter 5 of the present Agreement, the User shall be granted access to their user account.

12.2. Within the framework of the present Agreement, a user account shall denote the Account of the User at the Media Service which includes the data required to identify the User and the authorization data.

12.3. With the help of their user account, the User shall be able to:

12.3.1. Fill their personal information into their Account and modify it if their personal data changes;

12.3.2. Control the validity of their Access types, payment deadlines as well as payment history and Access to the Content

12.3.3. View the amount of their bonuses and the procedure of their assignment within the framework of a loyalty program;

12.3.4. View available gifts and exchange them for their bonuses in accordance with the conditions stipulated in the user account;

12.3.5. Perform other actions described herein.

12.4. With the account, the User can use the Parental Control feature, which, through the PIN code that is set independently, allows them to restrict purchasing Access to Content and Access to certain Content that is not intended for individuals under the permissible age according to the laws of the country of the User's location.

12.5. With the User Account, the User can create and manage profiles for login to the Media Service (hereinafter - "Login Profile", "Profile").

As part of the Login Profile, the User can define age preferences for Access to Content. Specifying age preferences makes it possible to make the offer of Content more user-oriented. Profile age preferences are not equivalent to and do not replace Parental Control function.

The Login Profile to the Media Service is part of the user account (Account) and is not a separate (independent) element of using and/or managing the User's access to the Media Service.

13. INTELLECTUAL PROPERTY

13.1. All intellectual property rights to the use of the Media Service shall belong to the Administrator, and the rights to the Content hosted at the Media Service - to its legitimate rightsholders. The Media Service and the Content as intellectual property objects shall be subject to legal protection under the current

legislation of a specific territory where the User shall be granted access to the Media Service and watching the Content, and under international legal rules.

13.2. Unless otherwise stipulated in the Agreement or indicated by the Administrator, the user shall not receive intellectual property rights to the Content; in particular, he shall not have the right to playback of the Content units, sale or other way of disposal, public display, public performance, bringing to public domain and so on. The User shall be responsible for violation of intellectual property rights vested in the Administrator, Content copyright holders or third parties, in accordance with the current laws of a specific territory where access to watching the Content is provided, and in accordance with international legal rules.

13.3. Any actions intended to bypass the technical means of protection under this Agreement and to gain Access to the Content shall constitute a breach of copyright, and the User shall bear legal responsibility and other responsibility for such actions, subject to the current applicable legislation.

13.4. If the Content or other information provided at the Media Service is shown publicly, for instance at entertainment establishments and leisure facilities, organizers of such public showing shall be responsible for it and settle the claims of rightsholders and/or third parties related to such use of information on their own.

13.5. The Administrator shall reserve the right to remove any Content of the Media Service.

14. ADDITIONAL PROVISIONS

14.1. The present Agreement shall be hosted at the Media Service in open access for the User. The most recent edition of the Agreement is available at the address <http://megogo.net/en/rules>.

14.2. Current legislation of the Republic of Cyprus shall apply to the present Agreement. Issued which are not regulated by the Agreement shall be solved in accordance with the legislation of the Republic of Cyprus.

14.3. The present Agreement shall be concluded for an indefinite period and shall cover the Users from the moment of their actual use of the Media Service.

14.4. All disputes and discordances, claims and demands concerning the present Agreement shall be solved by way of negotiation. If the Parties fail to achieve agreement by way of negotiation, such dispute shall be solved in a judicial proceeding at the location of the Administrator and under the current legislation applicable to the Agreement.

14.5. Voidness (nullity) or incompliance with the applicable current legislation of any of the conditions within the present Agreement shall not affect the validity of its other conditions. If any condition of the Agreement is recognized to be void (null), the Administrator shall undertake to promptly replace it with another condition which will be most corresponding to the contents of the condition being replaced but will be valid at the same time.

14.6. Headings in the present Agreement are given for reasons of convenience and shall not affect interpretation of articles of the Agreement.

14.7. All terms which are written with a capital letter in the text of the present Agreement shall have the meanings given to them herein, and their meanings shall cover all word forms in both singular and plural. Other terms which are used in the present Agreement and are not defined herein shall have the meanings which are defined for them in the current legislation applicable to the present Agreement. The word "including" shall also suggest the notion "without limitation."

14.8. Any obligation of a party to abstain from performing an action shall include the obligation to prevent performance of such action.

14.9. If any questions, notices, suggestions, or claims regarding the Media Service have occurred, the User can address the Administrator by sending a corresponding letter to the address: Karditsis, 1, apt./office 102, Kaimakli, 1037, Nicosia, Cyprus, or via the email address and phone numbers specified in the "All Contacts" section on the Website at the following link: <https://megogo.net/contacts>

14.10. If the User submits a claim regarding the Content hosted at the Media Service, including if the User is a copyright holder and such copyright has been violated, the User shall undertake to submit documents to confirm their valid grounds for such claim, provide clear arguments and contact information.

14.11. The text of this version of the Agreement is in English. In case of discrepancies between the versions of the Agreement in English and other languages, the text of the Agreement in English shall prevail.